EXECUTION VERSION

UNDERWRITING AGREEMENT

June 3, 2020

dynaCERT Inc.
101 – 501 Alliance Avenue
Toronto, ON M6N 2J1

Attention: Mr. Jim Payne, Chief Executive Officer

Dear Sir:

Eight Capital and PI Financial Corp. (the "**Co-Lead Underwriters**"), as co-lead underwriters and joint bookrunners, together with Haywood Securities Inc., Industrial Alliance Securities Inc. and Stifel GMP (collectively, the "**Underwriters**"), severally and not jointly, on the basis of the percentages set forth in Section 16 of this Agreement (subject to such adjustments to eliminate fractional shares as the Co-Lead Underwriters, on behalf of the Underwriters, may determine), hereby offer to purchase from dynaCERT Inc. (the "**Corporation**") and the Corporation hereby agrees to issue and sell to the Underwriters 10,700,000 units of the Corporation (the "**Initial Units**") at a price of $0.68 per Initial Unit (the "**Offering Price**") for aggregate gross proceeds of approximately $7,276,000. Each Initial Unit will consist of one common share (a "**Common Share**") in the capital of the Corporation (each such Common Share issued as part of an Initial Unit, a "**Unit Share**") and one-half of one common share purchase warrant (each whole common share purchase warrant, a "**Warrant**", and each Warrant underlying an Initial Unit, a "**Unit Warrant**"). Each Warrant will entitle the holder to purchase one Common Share (a "**Warrant Share**") at an exercise price of $1.00 for a period of 24 months from the Closing Date (as defined below).

The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture (the "**Warrant Indenture**") in a form acceptable to the Corporation and the Underwriters (acting reasonably) to be dated as of the Closing Date between the Corporation and the Warrant Agent (as defined below), in its capacity as warrant agent. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

The Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 1,605,000 units of the Corporation (the "**Over-Allotment Units**") at the Offering Price for additional gross proceeds of up to $1,091,400 upon the terms and conditions set forth herein for the purpose of covering over-allotments made in connection with the Offering (as defined below) and for market stabilization purposes, if any.

Each Over-Allotment Unit shall be comprised of one Common Share (each, an "**Over-Allotment Share**") and one-half of one common share purchase warrant (each whole common share purchase warrant, an "**Over-Allotment Warrant**", and each Common Share issuable upon exercise of an Over-Allotment Warrant, an "**Over-Allotment Warrant Share**"). The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by the Underwriters, for a period of 30 days from and including the Closing Date. The Over-Allotment Option may be exercised by the Underwriters in respect of: (i) Over-Allotment Units at the Offering Price; (ii) Over-Allotment Shares at a price of $0.654 per Over-Allotment Share; (iii)

Over-Allotment Warrants at a price of $0.052 per Over-Allotment Warrant; or (iv) any combination of Over-Allotment Units, Over-Allotment Shares and/or Over-Allotment Warrants, so long as the aggregate number of Over-Allotment Shares and the aggregate number of Over-Allotment Warrants does not exceed 15% of the number of Common Shares and Warrants, respectively, issued under the Offering (excluding the Over-Allotment Option) by giving written notice to the Corporation, as more particularly described in Section 12. Pursuant to such notice, the Underwriters shall purchase, and the Corporation shall deliver and sell, the number of Over-Allotment Units indicated in such notice in accordance with this Agreement.

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) and issue the Compensation Warrants (as defined below) at the Closing Time (as defined below).

The Initial Units and the Over-Allotment Units are collectively referred to in this Agreement as the "**Offered Units**" and the offering of the Offered Units by the Corporation is referred to in this Agreement as the "**Offering**". The Offered Units and the Compensation Warrants (as defined below) are collectively referred to in this Agreement as the "**Securities**".

The minimum number of Purchasers (as defined below) pursuant to the Offering shall be fifty subscribers. The Underwriters may arrange for substituted purchasers (the "**Substituted Purchasers**") for the Offered Units, where such Substituted Purchasers are resident in the Selling Jurisdictions (as defined below). Each Substituted Purchaser shall purchase the Offered Units at the Offering Price, and to the extent that Substituted Purchasers purchase Offered Units, the obligation of the Underwriters to do so will be reduced by the number of Offered Units purchased by the Substituted Purchasers from the Corporation.

The Underwriters propose to distribute the Offered Units in each of the provinces of Ontario, British Columbia, Alberta and New Brunswick and such other provinces in Canada as reasonably requested by the syndicate, excluding Quebec, pursuant to the Final Prospectus (as defined below) and may also distribute the Offered Units in the United States (as defined below) 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) pursuant to the U.S. Private Placement Memorandum (as defined below), all in the manner contemplated by this Agreement.

Subject to applicable Laws (as defined below), including applicable Securities Laws (as defined below) and the terms of this Agreement, the Offered Units may also be distributed outside of Canada and the United States, in each jurisdiction as mutually agreed to in writing 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 shall be entitled to appoint a selling group consisting of other registered dealers in accordance with applicable Securities Laws for the purposes of arranging for Purchasers of the Offered Units. Any investment dealer who is a member of any selling group formed by the Underwriters pursuant to the provisions of this Agreement or with whom the Underwriters have a contractual relationship with respect to the Offering, if any, shall agree with the Underwriters to comply with the covenants and obligations given by the Underwriters

herein. The fee payable to any such investment dealer who is a member of any selling group shall be for the account of the Underwriters.

Subject to compliance with Canadian Securities Laws, without affecting the firm obligation of the Underwriters to purchase from the Corporation 10,700,000 Units at the Offering Price in accordance with this Agreement, after the Underwriters have made reasonable efforts to sell all of the Offered Units 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 Underwriters' 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.

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:

"**Accredited Investor**" means an "accredited investor" as the term is defined in Rule 501 of Regulation D;

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

"**Amended Preliminary Prospectus**" means the amended and restated preliminary short form prospectus of the Corporation, to be signed and certified in accordance with Canadian Securities Laws, relating to the distribution of the Offered Units, together with all Documents Incorporated by Reference therein;

"**Amended 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 Amended Preliminary Prospectus in each of the Qualifying Jurisdictions;

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

"**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 policy statements, blanket orders, instruments and notices of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the transactions contemplated by this Agreement, including the rules and policies of the Exchange;

“**claims**” has the meaning ascribed thereto in Section 13 of this Agreement;

“**Closing**” means the completion of the sale of the Offered Units and the purchase by the Underwriters of the Offered Units pursuant to this Agreement;

“**Closing Date**” means June 18, 2020 or such earlier or later date as may be agreed to in writing by the Corporation and the Underwriters, provided that it is not later than 42 days after the date of the receipt for the Final Prospectus;

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

“**Co-Lead Underwriters**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Commission**” has the meaning ascribed thereto in Section 14 of this Agreement;

“**Common Shares**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Compensation Share**” has the meaning ascribed thereto in Section 14 of this Agreement;

“**Compensation Warrants**” has the meaning ascribed thereto in Section 14 of this Agreement;

“**Compensation Warrant Certificates**” means the certificates representing the Compensation Warrants;

“**Confidential Information**” has the meaning ascribed thereto in Section 9(2)(f) of this Agreement;

“**Corporation**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Corporation Financial Information**” means (a) the Corporation Financial Statements; (b) the information relating to the Corporation and the Subsidiaries contained in the Offering Documents under the headings “Consolidated Capitalization,” and “Prior Sales”;

“**Corporation Financial Statements**” means (a) the audited consolidated financial statements of the Corporation together with the notes thereto and the auditor’s report thereon for the years ended December 31, 2019, 2018 and 2017**;** (b) the condensed consolidated interim financial statements of the Corporation for the three months ended March 31, 2020; and (c) any other financial statements of the Corporation (or any predecessor entity or business of the Corporation) incorporated by reference in the Prospectus;

“**Corporation’s Auditors**” means BDO Canada LLP;

“**Debt Instrument**” means any mortgage, note, indenture, loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for

borrowed money or other liability to which the Corporation or any Subsidiary is a party or otherwise bound;

"**DISH**" means dynaCERT International Strategic Holdings Inc., a wholly-owned subsidiary of the Corporation;

"**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;

"**dynaCERT Germany**" means dynaCERT GmbH Inc., a wholly-owned subsidiary of the Corporation;

"**Environmental Laws**" means any federal, provincial, state, local or municipal 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 pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of Hazardous Materials or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

"**Environmental Permits**" means permits, authorizations and approvals required under any applicable Environmental Laws to carry on business as currently conducted;

"**Exchange**" means the TSX Venture Exchange Inc. or such other applicable stock exchange on which the Common Shares are then listed for trading as of the Closing Date;

"**Final Prospectus**" means the (final) short form prospectus of the Corporation relating to the Offering, including all of the Documents Incorporated by Reference prepared and to be filed by the Corporation with the Securities Commissions 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 been deemed to be, issued for the Final Prospectus in each of the Qualifying Jurisdictions;

"**Governmental Authority**" means any governmental authority 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 and, for greater certainty, includes Health Canada,

the Securities Commissions, the Exchange and the Investment Industry Regulatory Organization of Canada;

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

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

“**including**” means including but not limited to;

“**Indemnified Party**” or “**Indemnified Parties**” have the meanings ascribed thereto in Section 13 of this Agreement;

“**Initial Units**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Intellectual Property**” means any registered or unregistered trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, software, technical expertise, concepts, information, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights;

“**knowledge of the Corporation**” or “**Knowledge**” (or similar phrases) means, with respect to the Corporation, the actual knowledge of Jim Payne after due inquiry;

“**Laws**” means the Securities Laws, the Environmental Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

“**Leased Premises**” means the premises which are material to the Corporation or any Subsidiary, and which the Corporation or any Subsidiary occupies as a tenant;

“**Losses**” has the meaning ascribed thereto in Section 13 of this Agreement;

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

“**Marketing Materials**” means the term sheet for the Offering dated June 2, 2020, as agreed to between the Corporation and the Co-Lead Underwriters;

“**Material Adverse Effect**” means any change, event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation and each Subsidiary, taken as a whole;

“**Material Agreement**” means any material contract, commitment, agreement, instrument, lease or other document, license agreements and agreements relating to Intellectual Property, to which the Corporation or any Subsidiary are a party or to which its property or assets are otherwise bound;

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

“**MI 11-102**” means Multilateral Instrument 11-102 – *Passport System*;

“**Non-President’s List Commission**” has the meaning ascribed thereto in Section 14 of this Agreement;

“**NP 11-202**” means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

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

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

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Offered Units**” has the meaning ascribed thereto in the sixth paragraph of this Agreement;

“**Offering**” has the meaning ascribed thereto in the sixth paragraph of this Agreement;

“**Offering Documents**” means, collectively, the Preliminary Prospectus, the Amended Preliminary Prospectus, the Final Prospectus, any Prospectus Amendment, any Supplementary Material, the Preliminary U.S. Private Placement Memorandum, if any, the U.S. Private Placement Memorandum, if any, and any U.S. Supplementary Material;

“**Offering Price**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Option Closing Date**” means the date, not earlier than the Closing Date or later than 30 days following the Closing Date, for the closing of the Over-Allotment Option set out in the Over-Allotment Option Notice;

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

“**OSC**” means the Ontario Securities Commission;

“**Over-Allotment Option**” has the meaning ascribed thereto in the third paragraph of this Agreement;

“**Over-Allotment Shares**” has the meaning ascribed thereto in the fourth paragraph of this Agreement;

"**Over-Allotment Units**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Over-Allotment Warrants**" has the meaning ascribed thereto in the fourth paragraph of this Agreement;

"**Over-Allotment Warrant Shares**" has the meaning ascribed thereto in the fourth paragraph of this Agreement;

"**Passport System**" means the system for review of prospectus filings set out in MI 11-102 and NP 11-202;

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

"**Predecessor Auditors**" means Ernst & Young LLP;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation dated June 2, 2020, including all of the Documents Incorporated by Reference, 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;

"**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;

"Preliminary U.S. Private Placement Memorandum" means the preliminary U.S. private placement memorandum, in a form satisfactory to the Underwriters and the Corporation, acting reasonably, including the Amended Preliminary Prospectus, as applicable, prepared for the offer and sale of the Offered Units in the United States and to, or for the account or benefit of, U.S. Persons;

"**President's List**" has the meaning ascribed thereto in Section 9(2)(g) of this Agreement;

"**Principal Regulator**" means the OSC;

"**Prospectus**" means, collectively, the Preliminary Prospectus, the Amended Preliminary Prospectus, the Final Prospectus and any Supplementary Material;

"**Prospectus Amendment**" means any amendment to the Amended Preliminary Prospectus or the Final Prospectus prepared and filed by the Corporation under Canadian Securities Laws in connection with the Offering;

"**provide**" in the context of sending or making available marketing materials to a potential investor of Offered Units has the meaning ascribed thereto under Canadian Securities Laws;

"**Purchasers**" means, collectively, each of the purchasers of Offered Units arranged by the Underwriters, including the Substituted Purchasers, in connection with the Offering, including, if applicable, the Underwriters;

"**Qualified Institutional Buyers**" means "qualified institutional buyers" as such term is defined in Rule 144A;

"**Qualifying Jurisdictions**" means each of the provinces of Ontario, British Columbia, Alberta and New Brunswick and such other provinces in Canada as reasonably requested by the syndicate, excluding Quebec;

"**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;

"**Rule 506(b)**" means Rule 506(b) under Regulation D of the U.S. Securities Act;

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

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

"**Securities Commissions**" means the securities regulatory authority in each of the Qualifying Jurisdictions, and, if applicable, the SEC and any applicable securities regulatory authority of any state of the United States;

"**Securities Laws**" means, unless the context otherwise requires, collectively, the Canadian Securities Laws, the U.S. Securities Laws and all applicable securities laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

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

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

"**Standard Listing Conditions**" has the meaning ascribed thereto in Section 4(1)(e);

"**Subsidiaries**" means DISH and dynaCERT Germany;

"**Substituted Purchasers**" has the meaning ascribed thereto in the seventh paragraph of this Agreement;

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

"**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;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Taxes**" has the meaning ascribed thereto in subsection 7(26) of this Agreement;

"**Transfer Agent**" means TSX Trust Company;

"**Underwriters**" has the meaning ascribed thereto in the first paragraph of this Agreement;

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

"**Unit Share**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Unit Warrant**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**U.S. Affiliates**" means the Underwriters' 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 promulgated thereunder;

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

"**U.S. Private Placement Memorandum**" means the private placement offering memorandum in the event of an offering of the Offered Units in the United States, which will include and supplement the Prospectus;

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

"**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;

"**U.S. Supplementary Material**" means any Supplementary Material required, in the opinion of the Underwriters, to be delivered to Purchasers or prospective purchasers in the United States with any supplemental, or supplement to the, U.S. Private Placement Memorandum as may be so required;

"**Warrant**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Warrant Agent**" means TSX Trust Company (or such other party as the Corporation and the Co-Lead Underwriters may mutually agree upon as Warrant Agent) in its capacity as warrant agent pursuant to the Warrant Indenture;

"**Warrant Indenture**" has the meaning ascribed thereto in the second paragraph of this Agreement; and

"**Warrant Share**" has the meaning ascribed thereto in the first paragraph of this Agreement.

(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 Units.

(1) The Offered Units 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.

(2) The Underwriters agree not to offer or sell the Offered Units 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 Units only in the Qualifying Jurisdictions and in accordance with all applicable Laws. However, the Corporation and the Underwriters acknowledge that, in the event of any offer or resale of the Offered Units 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 Units in the United States to, or for the account or benefit of, U.S. Persons only to (i) Qualified Institutional Buyers pursuant to Rule 144A and similar exemptions under applicable U.S. state securities laws, or (ii) Accredited Investors on a Substituted Purchaser basis in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) and similar exemptions under applicable U.S. state securities laws, and in each case in accordance with Schedule "A" to 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 Units under the U.S. Securities Act or the securities laws of any state of the United States. The Underwriters and the Corporation acknowledge that Schedule "A" forms part of this Agreement.

(3) Any agreements between the Underwriters and the members of any selling group will contain restrictions which are substantially the same as those contained in this Section 2.

Section 3 Filing of Prospectus.

(1) The Corporation has prepared and filed the Preliminary Prospectus in accordance with applicable Canadian Securities Laws, including NI 44-101 and the Passport System with each of the Securities Commissions in each of the Qualifying Jurisdictions. The OSC, in its capacity as principal regulator in accordance with the Passport System, has issued a receipt in respect of the Preliminary Prospectus under the Passport System which also

evidences that a receipt has been issued or is deemed to have been issued for the Preliminary Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions.

(2) The Corporation has prepared and will promptly, after the execution and delivery of this Agreement file the Amended Preliminary Prospectus and other required documents with the Securities Commissions under Canadian Securities Laws in each of the Qualifying Jurisdictions, will elect to use the Passport System and designate the OSC as the principal regulator thereunder, will use its best efforts to obtain a receipt in respect of the Amended Preliminary Prospectus from the OSC under the Passport System which will evidence that a receipt has been issued or is deemed to have been issued for the Amended Preliminary Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions in order to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions, as soon as possible, and in any event not later than 4:00 p.m. (Toronto time) on the date hereof (or such other time and/or later date as the Corporation and the Underwriters may agree).

(3) The Corporation shall use its best efforts to resolve all comments of the Securities Commissions on the Amended Preliminary Prospectus promptly after receipt of such comments. Forthwith after any comments of the Securities Commissions with respect to the Amended Preliminary Prospectus have been resolved but, in any event, not later than 4:00 p.m. (Toronto time) on June 12, 2020 (or such later time and date as may be agreed to in writing by the Corporation and the Underwriters), the Corporation will have prepared and filed the Final Prospectus and other required documents with the Securities Commissions under Canadian Securities Laws in each of the Qualifying Jurisdictions, will have elected to use the Passport System and designate the OSC as the principal regulator thereunder, will have obtained a receipt in respect of the Final Prospectus from the OSC under the Passport System which will evidence that a receipt has been issued or is deemed to have been issued for the Final Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions in order to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions and will otherwise fulfill all legal requirements to qualify the Offered Units for distribution to the public in the Qualifying Jurisdictions through the Underwriters or any other registered dealer in the applicable Qualifying Jurisdictions.

(4) Until the date on which the distribution of the Offered Units is completed, the Corporation shall use its best efforts to promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the Offered Units for sale to the public, in each of the Qualifying Jurisdictions.

(5) Prior to the filing of the Offering Documents and thereafter, during the period of distribution of the Offered Units, the Corporation shall have allowed the Underwriters to participate fully in the preparation of, and to approve the form and content of, such documents and shall have allowed the Underwriters to conduct all due diligence investigations (which shall include: (i) all corporate, financial and operating information and documentation regarding the Corporation and the Offering being made available to the Underwriters or their representatives; (ii) access to key officers, facilities, employees, auditors, legal counsel, technical advisors and consultants being provided to the Underwriters or their representatives; and (iii) the attendance of management of the Corporation, the Corporation's Auditors and Predecessor Auditors at one or more due

diligence sessions to be held) which it may reasonably require in order to fulfill its obligations as Underwriters and in order to enable it to responsibly execute the certificate required to be executed by it in the Prospectus.

(6) It shall be a condition precedent to (i) the Underwriters' execution of any certificate in any Prospectus, that the Underwriters be satisfied as to the form and substance of the document, acting reasonably, and (ii) the delivery of each U.S. Private Placement Memorandum (if applicable) to any purchaser or prospective purchaser in the United States or purchasing for the account or benefit of a U.S. Person, that the Underwriters and their U.S. Affiliate be satisfied as to the form and substance of such document, acting reasonably.

Section 4 Deliveries on Filing and Related Matters.

(1) The Corporation shall deliver to the Underwriters:

(a) prior to the time of each filing thereof, a copy of the Preliminary Prospectus, the Amended Preliminary Prospectus and the Final Prospectus each manually signed on behalf of the Corporation, by the persons and in the form signed and certified as required by the Canadian Securities Laws applicable in the Qualifying Jurisdictions, together with any Documents Incorporated by Reference not previously filed;

(b) a copy of the Preliminary U.S. Private Placement Memorandum, the U.S. Private Placement Memorandum or U.S. Supplementary Material, if and as applicable, including any amendments thereto;

(c) prior to the time of filing thereof, a copy of any Supplementary Material, or other document required to be filed with or delivered to, the Securities Commissions by the Corporation under Canadian Securities Laws in connection with the Offering;

(d) concurrently with the filing of the Final Prospectus with the Securities Commissions, "long-form" comfort letters of each of the Corporation's Auditors and, if applicable, the Predecessor Auditors dated the date of the Final Prospectus (with the requisite procedures to be completed by such auditor within two (2) Business Days of the date of such letter), in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, the Corporation and the board of directors of the Corporation, with respect to the verification of financial and accounting information and other financial information contained in the Final Prospectus (including all Documents Incorporated by Reference) and matters involving changes or developments since the respective dates as of which specific financial information is given therein which letter shall be in addition to the auditor's report incorporated by reference into the Prospectus, the auditor's consent letter and comfort letter (if any) addressed to the Securities Commissions; and

(e) prior to filing of the Final Prospectus, evidence satisfactory to the Underwriters of the approval (or conditional approval) of the listing and posting for trading on the Exchange of the Common Shares partially comprising the Offered Units and the Warrant Shares issuable upon exercise of the Warrants, subject only to the

satisfaction by the Corporation of customary post-closing conditions imposed by the Exchange in similar circumstances (the "**Standard Listing Conditions**").

Unless otherwise advised in writing, such deliveries shall also constitute the Corporation's consent to the Underwriters' use of the Offering Documents in connection with the distribution of the Securities in compliance with this Agreement and Securities Laws.

(2) The Corporation represents and warrants to the Underwriters with respect to the Offering Documents that as at their respective dates of delivery to the Underwriters as set out in Section 4(1) above:

(a) all information and statements in such documents (including information and statements incorporated by reference to the extent they have not been superseded by the information and statements in the Offering Documents) (except information and statements relating solely to the Underwriters and furnished by the Underwriters specifically for use in a Prospectus) are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation, the Offering and the Securities, as required by Canadian Securities Laws;

(b) no material fact or information in such documents (including information and statements incorporated by reference) (except information and statements relating solely to the Underwriters and furnished by the Underwriters specifically for use in a Prospectus) has been omitted therefrom which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made;

(c) the Prospectus and any Supplementary Material comply in all material respects with the requirements of Canadian Securities Laws; and

(d) except as set forth or contemplated in the Prospectus or as has otherwise been publicly disclosed, there has been no material change (actual, anticipated, contemplated, proposed or, to the knowledge of the Corporation, threatened) in the business, affairs, business prospects, operations, asset liabilities (contingent or otherwise) or capital of the Corporation since the end of the period covered by the Corporation Financial Statements included in the Documents Incorporated by Reference.

(3) The Corporation shall cause commercial copies of the Preliminary Prospectus, Amended Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Private Placement Memorandum and the U.S. Private Placement Memorandum, as the case may be, to be delivered to the Underwriters without charge, in such quantities and in such cities as the Underwriters may reasonably request by written instructions to the printer of such documents as soon as possible after obtaining the Preliminary Receipt, Amended Preliminary Receipt or the Final Receipt, as the case may be, but, in any event on or before noon (Toronto time) on the next Business Day (or for delivery locations outside of Toronto, on the second Business Day). Such deliveries shall constitute the consent of the Corporation to the Underwriters' use of the Preliminary Prospectus, Amended Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Private Placement

Memorandum and the U.S. Private Placement Memorandum, as the case may be, for the distribution of the Securities in the Qualifying Jurisdictions in compliance with the provisions of this Agreement and Canadian Securities Laws and the offer and sale of the Offered Units in the United States and to, or for the account or benefit of, U.S. Persons in compliance with the provisions of this Agreement (including, without limitation, Schedule “A” hereto) and U.S. Securities Laws. The Corporation shall similarly cause to be delivered commercial copies of any Supplementary Material, and such deliveries shall constitute the Corporation’s consent to the Underwriters’ use thereof. The Corporation shall cause to be provided to the Underwriters, without cost, such number of copies of any Documents Incorporated by Reference as the Underwriters may reasonably request for use in connection with the distribution of the Securities.

(4) Each of the Corporation and the Underwriters have approved the Marketing Materials, including any template version thereof which the Corporation has filed with the Securities Commissions and which is and will be incorporated by reference into the Prospectus, as the case may be. The Corporation agrees to file such template version on SEDAR as soon as practicable and no later than the day on which such materials have or will be used. The Corporation and the Underwriters each covenant and agree that during the distribution of the Offered Units, it will not provide any potential investor of Offered Units with any marketing materials except for marketing materials that comply with, and have been approved in accordance with, NI 44-101. If requested by the Underwriters, in addition to the Marketing Materials, the Corporation will cooperate, acting reasonably, with the Underwriters in approving any other marketing materials to be used in connection with the Offering.

(5) Subject to compliance with Securities Laws, during the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Corporation will promptly provide to the Underwriters drafts of any press releases of the Corporation for review by the Underwriters prior to issuance, and shall obtain the prior approval of the Underwriters as to the content and form of any press release relating to the Offering prior to issuance, such approval not to be unreasonably withheld or delayed. If required by Securities Laws, any press release announcing or otherwise referring to the Offering disseminated in the United States shall comply with the requirements of Rule 135c under the U.S. Securities Act and any press release announcing or otherwise referring to the Offering disseminated outside the United States shall include (i) an appropriate notation on each page as follows: “*Not for distribution to the U.S. news wire services, or dissemination in the United States*” and (ii) the following (or similar) disclosure:

“The securities referred to in this news release have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, “U.S. Persons” (as such term is defined in Regulation S under the U.S. Securities Act) absent such registration or an applicable exemption from the registration requirements of the U.S. Securities Act. This news release does not constitute an offer for sale of securities for sale, nor a solicitation for offers to buy any securities. Any public offering of securities in the United States must be made by means of a prospectus containing detailed information about the company and management, as well as financial statements.”

(6) Notwithstanding any provision hereof, nothing in this Agreement will create any obligation of the Corporation to file a registration statement or otherwise register or qualify the Securities for sale or distribution outside of Canada.

Section 5 Material Change.

(1) During the period from the date of this Agreement to the completion of the distribution of the Offered Units, 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 respect of the Corporation and the 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 fact or change is, or may be, of such a nature as 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 which would result in any of the Offering Documents not complying (to the extent that such compliance is required) with Securities Laws.

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 Canadian Securities Laws and U.S. Securities Laws as a result of such fact or change; provided that the Corporation shall not file any Supplementary Material or other document without first providing the Underwriters with a copy of such Supplementary Material or other document and consulting with the Underwriters with respect to the form and content thereof. The Corporation shall in good faith discuss with the Underwriters any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is or could be reasonable doubt whether written notice need be given under this Section 5.

(2) If during the period of distribution of the Offered Units there shall be any change in Canadian Securities Laws or other laws which results in any requirement to file Supplementary Material, the Corporation will promptly prepare and file such Supplementary Material with the appropriate Securities Commissions where such filing is required, provided that the Corporation shall have allowed the Underwriters and its counsel to participate in the preparation and review of any Supplementary Material.

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

(a) when any supplement to any of the Offering Documents or any Supplementary Material shall have been filed;

(b) of any request by any Securities Commission to amend or supplement the Prospectus or for additional information;

(c) of the suspension of the qualification of the Securities or the Over-Allotment Option for offering, sale, issuance, or grant, as applicable, in any Selling Jurisdiction, or of any order suspending or preventing the use of the Offering Documents (or any Supplementary Material) 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 Securities or the trading in any securities of the Corporation, or of the institution or, to the knowledge of the Corporation, threatening of any proceeding for any such purpose. The Corporation will use its 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 Securities 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 6 Regulatory Approvals.

The Corporation will make all necessary filings, obtain all necessary regulatory 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 distribution of the Offered Units for offer and sale in the Qualifying Jurisdictions, the grant of the Over-Allotment Option and the issuance of the Compensation Warrants, under the Canadian Securities Laws and in maintaining such qualifications in effect for so long as required for the distribution of the Offered Units.

Section 7 Representations and Warranties of the Corporation.

The Corporation represents and warrants to the Underwriters, and acknowledges that each of them is relying upon such representations and warranties in connection with the purchase of the Offered Units, that, other than as disclosed to the Underwriters in writing on the date hereof:

(1) the Corporation and each Subsidiary: (a) is validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or organized, as the case may be; (b) where required, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the Laws of each jurisdiction in which it owns or leases property, or conducts business unless, in each case, the failure to do so would not individually or in the aggregate, have a Material Adverse Effect; and (c) to the knowledge of the Corporation, no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

(2) the Corporation and each Subsidiary has all requisite corporate power, authority and capacity to (a) own, lease and operate its properties and assets (including licences and other similar rights) and to conduct its respective business and is registered to transact business and is in good standing under the laws of all jurisdictions in which its business is carried on or in which it owns or leases properties and (b) in the case of the

Corporation, perform the transactions contemplated herein, including, without limitation, to issue the Securities and grant the Over-Allotment Option;

(3) The Corporation directly or indirectly owns 100% of the issued and outstanding shares of each Subsidiary and the Corporation has no direct or indirect subsidiary or any material investment or proposed investment in any person that is or will be material to the Corporation, other than the Subsidiaries;

(4) the Corporation and each Subsidiary: (a) has conducted and is conducting its business in compliance with all applicable Laws and regulations of each jurisdiction in which it carries on business, except where the failure to so comply would not have a Material Adverse Effect, and (b) holds all requisite licenses, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licenses, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects, except where the failure to so comply would not have a Material Adverse Effect. Without limiting the generality of the foregoing, neither the Corporation nor any Subsidiary has received a written notice of non-compliance, nor does the Corporation have Knowledge of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a Material Adverse Effect;

(5) the authorized capital of the Corporation consists of an unlimited number of Common Shares of which 345,132,426 Common Shares are issued and outstanding as of the date hereof. There are no options, warrants, purchase rights, contracts, commitments, equities, claims or demands pursuant to which the Corporation or any Subsidiary is, or may become, obligated to issue any shares or any securities exchangeable or convertible, directly or indirectly, into any of its shares other than: (i) stock options to acquire an aggregate of up to 24,205,806 Common Shares; and (ii) Common Share purchase warrants to purchase up to 34,637,806 Common Shares;

(6) all of the issued and outstanding Common Shares of the Corporation have been duly and validly authorized and issued as fully paid and non-assessable shares, and none of the outstanding Common Shares of the Corporation were issued in violation of the pre-emptive or similar rights of any security holder of the Corporation; and the Unit Shares, at the Closing Time, and the Over-Allotment Shares, at the Option Closing Time, as applicable, will have been duly created, issued and delivered as fully paid and non-assessable shares and will not have been sold in violation of any pre-emptive or similar right;

(7) the Unit Warrants, the Over-Allotment Warrants and the Compensation Warrants have been duly authorized for issuance and sale, and the maximum number of Common Shares issuable upon due exercise of the Unit Warrants, the Over-Allotment Warrants and the Compensation Warrants have been duly authorized for issuance upon due exercise of such warrants in accordance with the terms of the Warrant Indenture or the Compensation Warrant Certificates, as the case may be, and, when so issued, will be validly issued, fully paid and non-assessable. Such Common Shares, upon issuance upon due exercise of any such warrants, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(8) other than the Leased Premises and any Intellectual Property or other property or assets that are leased or licensed from third parties, the Corporation and each Subsidiary, as applicable, has good and marketable title to, all of the properties and assets thereof, and no other property or assets are necessary for the conduct of the business of the Corporation and each Subsidiary, taken as a whole, as currently conducted. Any Material Agreement to which each of the Corporation or any Subsidiary holds the property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents and instruments, and to the knowledge of the Corporation, are in full force and effect, enforceable in accordance with the terms thereof (except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law), and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all Material Agreements pursuant to which the Corporation or any Subsidiary derives the interests thereof in such property are in good standing. Except as disclosed in the Prospectus or in the documents contained in the Corporation's public disclosure documents filed on SEDAR, the Corporation does not know of any claim or the basis for any claim that would materially and adversely affect the right of the Corporation or any Subsidiary to use, transfer or otherwise exploit their respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or any Subsidiary is subject to any right of first refusal or purchase or acquisition right, and neither the Corporation nor any Subsidiary has a responsibility or obligation to pay any commission, royalty, license fee or similar payment to any person with respect to the property and assets thereof;

(9) no legal or governmental proceedings or inquiries are outstanding to which the Corporation or any Subsidiary is a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by the Corporation or any Subsidiary which, if the subject of an unfavorable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation or any Subsidiary or with respect to the properties or assets thereof;

(10) there are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the Corporation's Knowledge, pending or threatened against or affecting the Corporation, any Subsidiary or to the Corporation's Knowledge, the directors, officers or employees of the Corporation or any Subsidiary relating to the business of the Corporation or any Subsidiary, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the Corporation's Knowledge, there is no basis therefore and neither the Corporation nor any Subsidiary is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may have a Material Adverse Effect or that would materially adversely affect the ability of the Corporation to perform its obligations under this Agreement or consummate the Offering;

(11) neither the Corporation nor any Subsidiary is in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, license or other agreement or instrument to which it is a party or by which it or its property or assets may be bound which, either separately or in the aggregate, may have a Material Adverse Effect;

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

(13) there are no judgments against the Corporation or any Subsidiary which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or the Subsidiary is subject;

(14) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or any Subsidiary, as the case may be, or prohibiting or suspending the issue or sale of any of the Corporation's or any Subsidiary's, as the case may be, issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the Knowledge of the Corporation, no such proceeding for such purpose is pending or threatened;

(15) neither of the Corporation nor any Subsidiary has committed an act of bankruptcy or insolvency or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it;

(16) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under applicable Securities Laws necessary for the execution and delivery of this Agreement and the Warrant Indenture and the creation, issuance and sale, of the Unit Shares and the Unit Warrants, the authorization for issuance of the Warrant Shares upon exercise of the Unit Warrants, the creation and issuance of the Compensation Warrants and authorization for issuance of the Compensation Shares and the consummation of the transactions contemplated thereby, will have been made or obtained, as applicable;

(17) the execution and delivery of each of this Agreement, the Warrant Indenture and the Compensation Warrant Certificates, the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Unit Shares hereunder and the consummation of the transactions contemplated by this Agreement, including the issuance and delivery of the Unit Warrants and the Compensation Warrants and the grant of the Over-Allotment Option, do not conflict with or will result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after

notice or lapse of time or both): (a) any Laws applicable to the Corporation including, without limitation, the Securities Laws; (b) the constating documents or by-laws of the Corporation which are in effect at the date hereof; (c) any Material Agreement, contract, agreement, instrument, Debt Instrument, lease or other document to which the Corporation is a party or by which it is bound which, either separately or in the aggregate, except as would not reasonably be expected to have a Material Adverse Effect; or (d) any judgment, decree or order binding the Corporation or the property or assets of the Corporation;

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

(19) the forms of the certificates, if any, representing the Common Shares and Warrants have been duly approved and adopted by the Corporation and comply in all respects with the applicable requirements of the OBCA and the Exchange;

(20) the Corporation Financial Statements have been prepared in conformity with IFRS consistently applied throughout the periods involved, and comply as to form in all material respects with the applicable accounting requirements of Canadian Securities Laws, the OBCA and the Laws of any other applicable jurisdiction. The Corporation Financial Statements present fairly in all material respects the financial position, results of operation and cash flows of the Corporation and the Subsidiaries, as applicable, for the periods and as at the dates thereof. The Corporation Financial Information presents fairly in all material respects the information shown therein and has been compiled on a basis consistent with that of the Corporation Financial Statements (except as otherwise described in the Offering Documents), and there has been no material change in the financial position of the Subsidiaries or the Corporation from that reflected in such Corporation Financial Information;

(21) the Corporation's Auditors and the Predecessor Auditors are, and were during the period covered by their reports, independent with respect to the Corporation in accordance with the rules of professional conduct applicable to auditors in Canada and applicable Canadian Securities Laws, and there has not been any reportable disagreement (within the meaning of NI 51-102 *Continuous Disclosure Obligations*) with such auditors with respect to audits of the Corporation;

(22) the Corporation and the Subsidiaries maintain a system of internal accounting controls expected of an Exchange-listed issuer sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with Canadian Securities Laws and IFRS and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability

for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(23) the Corporation has adhered to all requirements under Canadian Securities Laws applicable to an Exchange-listed issuer, including preparing and filing with the Securities Commissions the necessary Chief Executive Officer and Chief Financial Officer certification of annual and interim filings required under National Instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings*;

(24) there are no material liabilities of the Corporation or the Subsidiary whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Corporation Financial Statements which are not disclosed or reflected in the Corporation Financial Statements, except those incurred in the ordinary course of business;

(25) there are no off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Corporation or the Subsidiaries with unconsolidated entities or other persons that may have a current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Corporation or the Subsidiaries or that would reasonably be expected to be material to an investor in making a decision to purchase the Offered Units;

(26) all material taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, sales taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, reassessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and the Subsidiaries have been paid or accrued, except where the failure to pay such Taxes would not constitute an adverse material fact in respect of the Corporation or the Subsidiaries or have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects, and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of the Corporation or the Subsidiaries or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation 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 its Subsidiaries, in any case except where such examinations, issues or disputes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect;

(27) the Corporation is not party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument and does not have any loans or other indebtedness outstanding which has been made to any of its stockholders, officers, directors or employees, past or present, or any person not dealing at arms' length with the Corporation (as such term is defined in the Tax Act). The Corporation has not guaranteed the obligations of any person;

(28) other than as disclosed in the Offering Documents, no acquisitions or dispositions have been made by the Corporation or any Subsidiary in the most recently completed fiscal year that are "significant acquisitions" or "significant dispositions," and neither the Corporation nor any Subsidiary is a party to any contract with respect to any transaction that would constitute a "probable acquisition," in each case which would require disclosure in the Offering Documents under Canadian Securities Laws;

(29) the Corporation is qualified under NI 44-101 to file a prospectus in the form of a short form prospectus in each of the Qualifying Jurisdictions and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under Canadian Securities Laws in connection with the distribution of the Offered Units and the Over-Allotment Units that will not have been filed as required;

(30) the Corporation is in compliance in all material respects with its continuous and timely disclosure obligations under Canadian Securities Laws and the rules and regulations of the Exchange and has filed all documents required to be filed by it with the Securities Commissions under applicable Canadian Securities Laws, and no document has been filed on a confidential basis with the Securities Commissions that remains confidential at the date hereof. None of the documents filed in accordance with applicable Canadian Securities Laws contained, as at the date of filing thereof, a misrepresentation;

(31) the minute books of the Corporation and each of the Subsidiaries made available to the Underwriters contain copies of all constating documents and all proceedings of securityholders and directors (and committees thereof) are complete in all material respects since January 1, 2019;

(32) the Corporation holds directors' and officers' insurance held with a responsible insurer on a basis consistent with directors' and officers' insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and the Corporation has not failed to promptly give any notice of any material claim thereunder;

(33) during the previous 12 months, the Corporation has not declared or paid any dividend or declared or made any other distribution on any of its shares, or redeemed, purchased or otherwise acquired any of its Common Shares or securities or agreed to do any of the foregoing;

(34) no legal or governmental proceedings or inquiries are outstanding to which the Corporation or any Subsidiary is a party or to which their property or assets are subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by the Corporation or its Subsidiaries which, if the subject of an unfavorable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the Knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation, any Subsidiary or their property or assets;

(35) the assets of the Corporation and each Subsidiary and their businesses and operations are insured with a nationally recognized insurer on a basis considered standard for the industry in which the Corporation operates;

(36) the Corporation or its Subsidiaries either owns or has a license to use all Intellectual Property necessary to permit the Corporation and its Subsidiaries to conduct their respective businesses as currently conducted. Neither the Corporation nor any Subsidiary has received any notice, nor, to the Knowledge of the Corporation is there any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid to protect the interests of the Corporation or any Subsidiary therein and which infringement or conflict (if subject to an unfavorable decision, ruling or finding) or invalidity or inadequacy would have a Material Adverse Effect;

(37) the Corporation and its Subsidiaries have taken all reasonable steps to protect its owned Intellectual Property in those jurisdictions where the Corporation or such Subsidiary carries on a sufficient business to justify such filings;

(38) neither the Corporation nor any Subsidiary has received any notice or claim (whether written or oral) challenging its ownership or right to use of any Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto;

(39) none of the rights of the Corporation or any Subsidiary in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;

(40) there are no material restrictions on the ability of the Corporation or any Subsidiary to use and exploit all rights in the Intellectual Property required in the ordinary course of business of the Corporation or the Subsidiary;

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

(42) the Material Agreements are the only material contracts (as defined under Securities Laws) of the Corporation and the Subsidiaries. All of the Material Agreements and Debt Instruments of the Corporation and of the Subsidiaries are valid, subsisting, in good standing in all material respects and, to the knowledge of the Corporation, in full force and effect, enforceable in accordance with the terms thereof except as would not have a Material Adverse Effect on the Corporation and except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law. The Corporation and its Subsidiaries have performed all obligations (including payment obligations) in a timely manner under, and are in material compliance with, all terms, conditions and covenants (including all financial maintenance covenants) contained in each Material Agreement and Debt Instrument. Neither the

Corporation nor any Subsidiary is in material violation, breach or default and none has received any notification from any party claiming that the Corporation or any Subsidiary is in breach, violation or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Corporation, is in material breach, violation or default of any term under any Material Agreement or Debt Instrument. Except as disclosed in the Prospectus or in the documents contained in the Corporation's public disclosure documents filed on SEDAR, none of the material property (or any interest in, or right to earn an interest in, any material property) of the Corporation or any Subsidiary is subject to any right of first refusal or purchase or acquisition right;

(43) except as disclosed in the Offering Documents, none of the directors, officers or key employees of the Corporation or any Subsidiary, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or any affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation or the Subsidiaries;

(44) the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation or the Subsidiaries, other than pursuant to DISH's agreements in connection with the transaction with KarbonKleen Inc., which has been previously disclosed to the Underwriters;

(45) neither the Corporation nor any Subsidiary is a party to, bound by or, to the knowledge of the Corporation, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Corporation or any Subsidiary to compete in any line of business, transfer or move any of its respective assets or operations or which adversely affects the business practices, operations or condition of the Corporation or any Subsidiary;

(46) neither the Corporation nor any Subsidiary is in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable Environmental Laws;

(47) with respect to each of the Leased Premises, the Corporation or its Subsidiary, as applicable, occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or the Subsidiary, as applicable, occupies the Leased Premises is in good standing and in full force and effect;

(48) the Corporation and each Subsidiary has all requisite Environmental Permits and is in compliance with any material requirements thereof;

(49) there are no pending or, to the Knowledge of the Corporation, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation or any Subsidiary, which if determined adversely, would reasonably be expected to have a Material Adverse Effect;

(50) as of the date hereof, there are no past unresolved, pending or (to the Knowledge of the Corporation) threatened claims, complaints, notices or requests for information with respect to any alleged violation of any Law by the Corporation and no conditions exist at, on or under any Leased Premises which, with the passage of time, or the giving of notice or both, would give rise to liability under any Law that, individually or in the aggregate, has or may reasonably be expected to have a Material Adverse Effect with respect to the Corporation or its Subsidiaries;

(51) the Corporation is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or any Subsidiary presently in force or any publicly disseminated or announced pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or any Subsidiary presently in force, that the Corporation anticipates the Corporation or the Subsidiary will be unable to comply with or which could reasonably be expected to have a Material Adverse Effect;

(52) the Corporation and each Subsidiary is in compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where non-compliance with such laws could not reasonably be expected to have a Material Adverse Effect;

(53) other than the Underwriters, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement;

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

(55) the Corporation and its Subsidiaries have complied with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation and its Subsidiaries have taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse; and

(56) neither the Corporation nor any Subsidiary, nor to the Corporation's Knowledge, any of their affiliates, directors or executive officers, key employee or affiliate of the Corporation or any Subsidiary, is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of applicable Laws relating to terrorism and money laundering, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act of 1977* (United States), as amended, and the rules and regulations thereunder or any other similar anticorruption law to which the Corporation or any Subsidiary may be subject (collectively, the "**Acts**"), including, without limitation,

making any bribe, rebate, payoff, influence payment, kickback or other unlawful payment or making use of the mails or any means or instrumentality of interstate commerce 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 or benefit to any "foreign official" or "public official" (as such terms are defined in the applicable Acts) or any foreign political party or official thereof or any candidate for foreign political office, or any third party or any other person to the benefit of the foregoing, in contravention of the Acts, and the Corporation, its Subsidiaries, and their affiliates have conducted their businesses in compliance with the Acts and will implement and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

Section 8 Covenants of the Corporation

The Corporation covenants and agrees with the Underwriters, and acknowledges that the Underwriters are relying on such covenants in connection with the purchase of the Offered Units, 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 agrees, in the event that the Offering is closed, and for so long as the Common Shares trade under $0.95 on the Exchange, not to issue or agree to issue any additional debt, Common Shares or securities or other financial instruments convertible or exercisable into shares of the Corporation (other than in connection with the Offering, pursuant to the Corporation's stock option plan or any other share compensation arrangement of the Corporation, the exchange, transfer, conversion or exercise rights of outstanding securities (including any currently outstanding share purchase warrants) or commitments existing as of the date hereof or the issuance of securities in connection with any arm's length acquisition), or announce any intention to do so, from the date hereof through a period of 90 days from the Closing Date without the prior written consent of the Underwriters, which will not be unreasonably withheld or delayed.

(3) *Lock-Up Agreements*. The Corporation shall use its best efforts to cause each of the directors and officers of the Corporation and their respective associates to execute agreements, in favour of the Underwriters, agreeing not to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation held by them for a price of less than $0.95 per share, directly or indirectly, for a period ending 90 days from the Closing Date without the prior written consent of the Co-Lead Underwriters, such consent not to be unreasonably withheld or delayed, other

than pursuant to a take-over bid or any other similar transaction made generally to all of the shareholders of the Corporation.

(4) *Maintain Reporting Issuer Status*. The Corporation will use commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Canadian Securities Laws in each of the Provinces of British Columbia, Alberta and Ontario, and following the filing of the Final Prospectus, will maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Canadian Securities Laws in each of the Qualifying Jurisdictions to the date that is at least 36 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 and further provided that the Corporation shall not be required to comply with this Section 8(4) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be a “reporting issuer” (within the meaning of Applicable Securities Laws).

(5) *Stock Exchange Listing Conditions*. The Corporation will file or cause to be filed with the Exchange all necessary documents and will take commercially reasonable steps to ensure that the Common Shares partially comprising the Offered Units and the Warrant Shares issuable upon exercise of the Warrants have been approved (or conditionally approved) for listing and for trading on the Exchange, prior to the filing of the Final Prospectus with the Securities Commissions, subject only to satisfaction by the Corporation of the Standard Listing Conditions, and the Corporation shall thereafter use its best efforts to fulfil the Standard Listing Conditions within the time period prescribed by the Exchange.

(6) *Maintain Stock Exchange Listing*. The Corporation will use commercially reasonable efforts to maintain the listing of the Common Shares (including those issuable pursuant to the Offering) on the Exchange or such other recognized stock exchange or quotation system as the Underwriters may approve, acting reasonably, for a period of at least 36 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 and further provided that the Corporation shall not be required to comply with this Section 8(6) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be a “reporting issuer” (within the meaning of applicable Securities Laws).

(7) *Use of Proceeds*. The Corporation will use the 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, using commercially reasonable efforts at or prior to the Closing Time, all consents, approvals, 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 Exchange.

(9) *Closing Conditions*. The Corporation will have, at or prior to the Closing Time, fulfilled or caused to be fulfilled, each of the conditions set out in Section 10 hereof.

Section 9 Representations, Warranties and Covenants of the Underwriters

(1) The Underwriters hereby represents and warrants to the Corporation, the following:

(a) *Registration*. The Underwriters are, and will remain so until the completion of the Offering, appropriately registered under applicable Canadian Securities Laws and the U.S. Securities Laws (by and through its U.S. Affiliates) so as to permit it to lawfully fulfill its obligations hereunder;

(b) *Authority*. The Underwriters have good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein; and

(c) *Marketing Materials*. Other than the Marketing Materials, the Underwriters have not provided any marketing materials to any potential investors in connection with the Offering. The Underwriters have not provided any potential investor in connection with the Offering 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 day such marketing materials are first provided to any potential investor of Offered Units.

(2) The Underwriters hereby covenant and agree with the Corporation, the following:

(a) *Jurisdictions and Offering Price*. During the period of distribution of the Offered Units by or through the Underwriters, the Underwriters will offer and sell Offered Units 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 shall be entitled to assume that the Offered Units are qualified for distribution in any Qualifying Jurisdiction where the Final Receipt shall have been obtained following the filing of the Prospectus.

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

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

(d) *Completion of Distribution*. The Underwriters will use their commercially reasonable best efforts to complete the distribution of the Offered Units as promptly as possible after the Closing Time. The Underwriters will notify the Corporation when it has ceased the distribution of the Offered Units, and, within 30 days after the Closing Date, will provide the Corporation, in writing, with a

written breakdown of the number of Offered Units distributed (i) in each of the Qualifying Jurisdictions, and (ii) in any other Selling Jurisdictions.

(e) *Exchange Requirements*. The Underwriters will conduct the sale of the Offered Units such that the Offering will not require approval by security holders of the Corporation.

(f) *Confidentiality*. The Underwriters will not use, disseminate or disclose to any third party (other than the Underwriters' affiliates, partners, employees, agents, advisors and representatives in connection with their engagement hereunder), any confidential information of the Corporation or any of its Subsidiaries (whether of an operations, contractual, business, financial or marketing nature) received in connection with, or pursuant to, the transactions contemplated by this Agreement ("**Confidential Information**"), provided that the Confidential Information does not include information that: (i) is or becomes generally available to and known by the public; (ii) is or was acquired by the Underwriters from a third party free of any restrictions as to its disclosure; (iii) has been or is developed by the Underwriters without reference to the Confidential Information; (iv) is used, disseminated or disclosed with the prior written consent of the Corporation; (v) is disclosed pursuant to a requirement of federal, or provincial law or by any competent governmental body or securities regulatory authority or pursuant to the rules of a stock exchange; or (vi) is disclosed by the Underwriters in the context of enforcing its rights under this Agreement.

(g) *President's List*. The Underwriters will offer and sell Units to persons mutually agreed upon between the Corporation and the Underwriters to be listed on a president's list (the "**President's List**"). The President's List is to be provided in its final form by no later than June 3, 2020 at 10:00 a.m. (Toronto time), and shall include (i) the name of the purchaser, (ii) the number of Units to be purchased and (iii) such information as the Underwriters may require in order to effect the delivery of the Units and the settlement of the purchase, including the name of the investment dealer being used for settlement purposes, the account number of the purchaser and the name of the investment advisor responsible for the account.

(3) No Underwriter shall be liable to the Corporation under this Section 9 with respect to a default by any of the other Underwriters.

Section 10 Conditions of Closing

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

(1) the Underwriters receiving favourable legal opinions from Tingle Merrett LLP, counsel to the Corporation (who may provide the opinions of local counsel acceptable to counsel to the Underwriters as to the qualification of the Offered Units 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), substantially to the effect set forth below, subject to customary assumptions, qualifications and limitations:

(a) the Corporation is validly existing under the laws of the Province of Ontario;

(b) the Corporation has the corporate power and corporate capacity under the constating documents of the Corporation to (i) carry on its business and activities and to own, lease and operate its properties and assets, as described in the Prospectus, (ii) execute and deliver the Agreement, the Warrant Indenture and the Warrant certificates, as applicable, and the Compensation Warrant Certificates and perform its obligations hereunder and thereunder, (iii) create, offer, issue and sell the Offered Units, (iv) create and issue the Compensation Warrants, and (v) grant the Over-Allotment Option to the Underwriters;

(c) as to the authorized share capital of the Corporation and that the Prospectus describes, in all material respects, the attributes of the Common Shares of the Corporation;

(d) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Agreement, the Warrant Indenture and the Compensation Warrant Certificates and the performance by the Corporation of its obligations under this Agreement, the Warrant Indenture and the Compensation Warrant Certificates, and this Agreement, the Warrant Indenture and the Compensation Warrant Certificates have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against it in accordance with their 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, the Warrant Indenture and the Compensation Warrant Certificates may be limited by applicable Law;

(e) the execution and delivery of the Agreement, the Warrant Indenture and the Compensation Warrant Certificates and the performance by the Corporation of its obligations hereunder and thereunder, including the issuance, sale and delivery of the Securities, as applicable, and the grant of the Over-Allotment Option in accordance with the Agreement, the Warrant Indenture and the Compensation Warrant Certificates, do not and will not result in a breach of, or constitute a 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 constitute a default under (i) constating documents of the Corporation, or (ii) any applicable Securities Laws having force in the Province of Ontario;

(f) all necessary corporate action has been taken by the Corporation to authorize (i) the signing by the Corporation of the Preliminary Prospectus, Amended Preliminary Prospectus and the Final Prospectus (and any Supplementary Material) and the filing thereof with the Securities Commissions and (ii) the application for the listing of the Offered Units on the Exchange;

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

(h) the Unit Warrants and Compensation Warrants have been validly created and issued as warrants of the Corporation;

(i) the Over-Allotment Warrants have been validly authorized, allotted and reserved for issuance and will, upon due exercise of the Over-Allotment Option and payment of the consideration thereof, be issued as warrants of the Corporation;

(j) the Over-Allotment Shares have been duly and validly authorized, allotted and reserved for issuance and upon due exercise of the Over-Allotment Option and payment of the consideration therefor, the Over-Allotment Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(k) the Warrant Shares, the Over-Allotment Warrant Shares and the Compensation Shares have been duly and validly authorized, allotted and reserved for issuance, and upon due exercise of the Unit Warrants, the Over-Allotment Warrants and the Compensation Warrants, as applicable, and payment of the consideration therefor, in accordance with their respective terms, the Warrant Shares, the Over-Allotment Warrant Shares and the Compensation Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;

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

(m) the issuance of the Warrant Shares issuable upon due exercise of the Warrants and the Over-Allotment Warrants and the issuance of Compensation Shares upon due exercise of the Compensation Warrants will be exempt from, or will not be subject to, the prospectus requirements of applicable Canadian Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under applicable Canadian Securities Laws to permit such issuance;

(n) the Corporation (i) is a “reporting issuer” in each of the provinces of British Columbia, Ontario and Alberta, and (ii) is not on the list of defaulting reporting issuers published by the Securities Commissions;

(o) the Unit Shares, the Warrant Shares and the Compensation Shares have been conditionally approved for listing on the Exchange, subject to the Corporation fulfilling all of the requirements of the Exchange and the Standard Listing Conditions including those set forth in the Exchange letter;

(p) TSX Trust Company has been duly appointed as registrar and transfer agent of the Common Shares of the Corporation and as of the Closing Time, TSX Trust

Company (or such other party as the Corporation and the Co-Lead Underwriters may mutually agree upon as Warrant Agent) will be duly appointed as warrant agent under the Warrant Indenture; and

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

in form and substance acceptable to the Underwriters and its counsel, acting reasonably.

(2) the Underwriters shall have received at the Closing Time favourable legal opinions, in form and substance satisfactory to counsel to the Underwriters, acting reasonably, dated as of the Closing Date, from counsel to the Corporation in the jurisdiction of existence of each of the Subsidiaries, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of each Subsidiary, as appropriate, with respect to the following matters: (a) such Subsidiary is a corporation existing under the laws of the jurisdiction in which it exists, and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets; and (b) as to the issued and outstanding shares of such Subsidiary registered, directly or indirectly, in the name of the Corporation;

(3) if any of the Offered Units 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 from the Corporation's duly appointed United States counsel dated the Closing Date in form and substance reasonably satisfactory to the Underwriters to the effect that no registration is required under the U.S. Securities Act in connection with the offer and sale of the Offered Units, provided, in each case, that such offer, sale and delivery of Offered Units in the United States or to, or for the account or benefit of, U.S. Persons is made in compliance with this Agreement and the terms set out in Schedule “A” hereto and provided further that it being understood that no opinion is expressed as to any subsequent resale of any Offered Units. In providing the foregoing opinion, such counsel may rely upon the covenants, representation and warranties of the Corporation and the Underwriters set forth in this Agreement and Schedule “A” hereto, and upon the covenants, representation and warranties of any purchasers in the United States;

(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 Underwriters, acting reasonably, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to:

(a) the constating documents of the Corporation;

(b) the resolutions of the directors of the Corporation relevant to the Offering Documents, the sale of the Offered Units, the grant of the Over-Allotment Option, the issuance of the Compensation Warrants and the authorization of this Agreement, the Warrant Indenture and the Compensation Warrant Certificates and the transactions contemplated herein and therein; 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 the Subsidiaries, each dated within one Business Day prior to the Closing Date;

(6) the Co-Lead Underwriters being satisfied, in their sole discretion, with their due diligence investigations of the Corporation;

(7) the Underwriter receiving auditor “bring down” comfort letters dated the Closing Date from each of the Corporation’s Auditors and, if applicable, the Predecessor Auditors, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 4(1)(d) hereof;

(8) 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 Underwriters, certifying for and on behalf of the Corporation and without personal liability, after having made due enquiries, that:

(a) 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, after giving effect to the transactions contemplated hereby;

(b) 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;

(c) no order, ruling or determination having the effect of suspending the sale or ceasing the trading or prohibiting the sale of the Offered Units or any other securities of the Corporation (including the Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are outstanding or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;

(d) 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), or capital of the Corporation on a consolidated basis, and (ii) no transaction has been entered into by the Corporation or any Subsidiary which is material to the Corporation on a consolidated basis, other than as disclosed in the Final Prospectus or the Supplementary Material, as the case may be; and

(e) 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;

(9) the Underwriters receiving the executed lock-up agreements, in favour of the Underwriters, from each director and officer of the Corporation and their respective associates in a form satisfactory to the Underwriters as required pursuant to Section 8(2) of this Agreement;

(10) the Underwriters receiving a certificate from TSX Trust Company as to the number of Common Shares issued and outstanding as at the end of the Business Day on the date prior to the Closing Date;

(11) 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 Common Shares or any of the Corporation's issued securities being issued and no proceeding for such purpose being outstanding or, to the Knowledge of the Corporation, threatened by any securities regulatory authority or the Exchange;

(12) the Corporation having delivered to the Underwriters evidence of the approval (or conditional approval) of the listing and posting for trading of the Unit Shares, Warrant Shares, Over-Allotment Shares, Over-Allotment Warrant Shares, Compensation Shares, on the Exchange, subject only to satisfaction by the Corporation of the Standard Listing Conditions;

(13) the Corporation complying with all of its covenants and obligations under this Agreement required to be satisfied at or prior to the Closing Time;

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

(15) the Underwriters having received such further certificates, opinions of counsel and other documentation from the Corporation contemplated herein, provided, however, that the Underwriters or its 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 11 Closing

(1) *Location of Closing*. The Offering will be completed via remote access 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 Units in electronic or certificated form and the Compensation Warrant Certificates in respect of the Initial Units against payment to the Corporation by the Underwriters of the aggregate Offering Price for the Initial Units by wire transfer, 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 (other than Qualified Institutional Buyers), who shall be issued the Offered Units in a certificated form, the Corporation shall cause the Transfer Agent to issue electronically and register through the non-certificated inventory process, the Offered Units 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 the Underwriters may direct); and

(a) the Underwriters will create an instant deposit in CDS' automated clearing and settlement system in the aggregate amount of the Offered Units 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 Offered Units;

(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 Offered Units 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 12 Closing of the Over-Allotment Option

(1) *Written Notice of Exercise*. The Over-Allotment Option may be exercised for a period of 30 days from and including the Closing Date. The Underwriters shall provide written notice to the Corporation of its election to exercise the Over-Allotment Option, which notice will set forth: (a) the aggregate number of Over-Allotment Units to be purchased; and (b) the closing date for the Over-Allotment Units, provided that such closing date shall not be less than two Business Days and no more than seven Business Days following the date of such notice, and in any event not later than the 30th day following the Closing Date.

(2) *Closing*. The purchase and sale of the Over-Allotment Units, if required, shall be completed at such time and place as the Underwriters and the Corporation may agree, and in accordance with Section 12(1) above.

(3) *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 Units, in electronic or certificated form, registered as directed by the Underwriters and the Compensation Warrant Certificate in respect of the Over-Allotment Units, against payment to the Corporation by the Underwriters of the aggregate Offering Price for the Over-Allotment Units 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.

(4) *Deliveries*. The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 10 relating to closing deliveries) shall apply *mutatis mutandis* to the Closing of the issuance of any Over-Allotment Units pursuant to any exercise of the Over-Allotment Option.

(5) *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 Units 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 13 Indemnification and Contribution

(1) The Corporation shall indemnify and save the Underwriters and any of their subsidiaries and affiliates and each of their respective shareholders, partners, directors, officers, employees and agents of the Indemnified Parties (hereinafter referred to collectively as the "**Indemnified Parties**") harmless, to the full extent lawful, from and against any and all expenses, fees, losses (other than loss of profits), claims, actions, damages, obligations or liabilities, whether joint or several (including the aggregate amount paid in reasonable investigation, defence or settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to or defending any claim that may be made against any Indemnified Party, to which an Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, fees, losses, claims, damages, obligations, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Indemnified Party or otherwise in connection with the matters referred to in this Agreement, including, without limitation, in any way caused by, or arising directly or indirectly from, or in consequence of:

(a) any misrepresentation (as such term is defined in the Securities Act) or alleged misrepresentation contained in this Agreement, in the Offering Documents filed in connection with the distribution of the Offered Units pursuant to the Offering or in any documents incorporated therein by reference (except any information or statement relating solely to and provided by an Indemnified Party);

(b) any information or statement (except any information or statement relating solely to or provided by an Indemnified Party) contained in any certificate of the Corporation delivered under or pursuant to this Agreement to which this indemnity is attached which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(c) any omission or alleged omission to state, in any certificate of the Corporation delivered under or pursuant to this Agreement to which this indemnity is attached, any fact (except facts relating solely to an Indemnified Party) required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;

(d) any breach of or default under any representation, warranty, covenant or agreement of the Corporation in this Agreement to which this indemnity is attached, or the failure by the Corporation to comply with any of its obligations under this Agreement to which this indemnity is attached;

(e) the non-compliance or alleged non-compliance by the Corporation with any requirements of the Securities Act or other applicable Securities Laws and regulations; or

(f) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or other competent authority (except any such proceeding or order based solely upon the activities of any of an Indemnified Party) or any change of law or the interpretation or administration thereof which operates to prevent or restrict the trading in or the distribution of the Securities, or any securities of the Corporation or any of them in any of the Qualifying Jurisdictions.

(2) Notwithstanding anything to the contrary contained herein, 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:

(a) an Indemnified Party has been grossly negligent, has committed a fraudulent act, engaged in willful misconduct or materially breached this Agreement in the course of the performance of professional services rendered to the Corporation by the Indemnified Party or otherwise in connection with the matters referred to this Agreement; and

(b) the expenses, fees, losses, claims, damages or liabilities, as to which indemnification is claimed, were caused by the gross negligence, willful misconduct, fraud or material breach referred to in (a). For greater certainty, an Indemnified Party's failure to discharge its due diligence defence under securities legislation does not disentitle such Indemnified Party from indemnification.

(3) If for any reason (other than the occurrence of any of the events itemized in (a) and (b) above), the foregoing indemnification is unavailable to the Indemnified Party or insufficient to hold them harmless, then the Corporation shall contribute to the amount paid or payable by the Indemnified Party as a result of such expense, fee, loss, action, claim, damage, obligation or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Indemnified Party on the other hand from the Offering but also the relative fault of the Corporation on the one hand and the Indemnified Party on the other hand, as well as any other relevant equitable considerations; provided that the Corporation shall, in any event, contribute to the amount paid or payable by the Indemnified Party as a result of such expense, fee, loss, action, claim, damage, obligation or liability, any excess of such amount over the amount of the Commission or any portion thereof actually received by the Indemnified Party hereunder pursuant to this Agreement to which this indemnity is attached.

(4) The Corporation agrees that in case any legal proceeding shall be brought against the Corporation or the Indemnified Parties by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any of the foregoing shall investigate the Corporation or the Indemnified Parties, if the Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Indemnified Parties, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable and documented fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Parties for time spent by their personnel in connection therewith) and out-of-pocket expenses incurred by their

personnel in connection therewith shall, subject to the right of indemnity, be paid by the Corporation as they occur.

(5) 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 Corporation, the Indemnified Party will notify the Corporation in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Corporation, will keep the Corporation advised of the progress thereof and will discuss with the Corporation all significant actions proposed. The omission to so notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to the Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Corporation would otherwise have under this indemnity had the Indemnified Party not so delayed in giving or failed to give the notice required hereunder.

(6) The Corporation shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel acceptable to the Indemnified Parties. Upon the Corporation notifying the Indemnified Parties in writing of its election to assume the defence and retaining counsel, the Corporation shall not be liable to the Indemnified Parties for any legal expenses subsequently incurred by the Indemnified Parties in connection with such defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Indemnified Parties, will keep the Indemnified Parties advised of the progress thereof and will discuss with the Indemnified Parties all significant actions proposed.

(7) Notwithstanding the foregoing paragraph, the Indemnified Parties shall have the right, at the Corporation’s expense, to employ counsel of the Indemnified Parties’ choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (a) the employment of such counsel has been authorized by the Corporation; or (b) the Corporation has not assumed the defence and employed counsel therefor promptly after receiving notice of such action, suit, proceeding, claim or investigation; or (c) counsel retained by the Corporation or the Indemnified Party(ies) has advised the Indemnified Party(ies) that representation of both parties by the same counsel would be inappropriate because there may be legal defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation shall not have the right to assume or direct the defence on the Indemnified Parties’ behalf) or that there is a conflict of interest between the Corporation and the Indemnified Parties or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Corporation shall not have the right to assume or direct the defence on the Indemnified Parties’ behalf). In no event shall the Corporation be required to pay the fees and disbursements of more than one set of counsel in any one jurisdiction for all of the Indemnified Parties in respect of any particular claim or related set of claims.

(8) No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Corporation and the affected Indemnified Parties, such consent not to be unreasonably withheld.

(9) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the personnel of the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Corporation, the Indemnified Parties and any of the personnel of the Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under the Agreement or any termination of this Agreement.

Section 14 Compensation of the Underwriters

At the Closing Time, the Corporation shall (a) pay to the Underwriters, a cash fee (the "**Non-President's List Commission**") equal to 6.0% of the aggregate gross proceeds received from the sale of the Offered Units (including for certainty on any exercise of the Over-Allotment Option but excluding those Purchasers on the President's List) and (b) issue to the Underwriters, compensation warrants (the "**Compensation Warrants**") entitling the Underwriters to subscribe for that number of Offered Units as is equal to 6.0% of the total number of Offered Units issued pursuant to the Offering (including for certainty the Over-Allotment Units issued on any exercise of the Over-Allotment Option but excluding those Purchasers on the President's List). Subject to regulatory approval, each Compensation Warrant will be exercisable to acquire one Common Share (each, a "**Compensation Share**") for a period of 24 months following the Closing Date at an exercise price equal to $0.68 per Common Share pursuant to the terms of the certificates representing the Compensation Warrants (the "**Compensation Warrant Certificates**").

At the Closing Time, the Corporation shall pay to the Underwriters a cash fee equal to 3.0% of the aggregate gross proceeds received from the sale of the Offered Units to Purchasers on the President's List (together with the Non-President's List Commission, the "**Commission**").

Section 15 Expenses

Whether or not the Offering is completed, all costs and expenses of or incidental to the sale and delivery of the Offered Units 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 Units, 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 and the reasonable expenses (including out-of-pocket and travel expenses in connection with due diligence and marketing meetings) and fees incurred by the Underwriters which shall include the legal fees of the Underwriters' counsel to a maximum of $100,000 (exclusive of taxes and disbursements of legal counsel to the Underwriters).

Section 16 Liability of the Underwriters

The obligation of the Underwriters to purchase the Offered Units in connection with the Offering at the Closing Time on the Closing Date shall be several, and not joint, nor joint and several, and shall be as to the following percentages to be purchased at any such time:

Eight Capital	35%
PI Financial Corp.	35%
Haywood Securities Inc.	10%
Industrial Alliance Securities Inc.	10%
Stifel GMP	10%
	100.0%

Section 17 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. 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 18 Termination by Underwriters in Certain Events

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

(a) *Due Diligence Out* – the due diligence investigations performed by the Underwriters or their representatives reveal any material information or fact, which, in the sole opinion of Eight Capital, is materially adverse to the Corporation or its business, or materially adversely affects the price or value of the Offered Units;

(b) *Regulatory Out* – there be (i) any order to cease or suspend trading in any securities of the Corporation or prohibiting or restricting the distribution of any of the Common Shares is made, or proceedings are announced, commenced or threatened for the making of any such order, by any securities commission or similar regulatory authority, the Exchange, other stock exchange or other competent authority, and has not been rescinded, revoked or withdrawn; or (ii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of the directors, officers or principal shareholders of the Corporation is announced, commenced or threatened by any securities commission or similar regulatory authority, the Exchange, or any other competent authority or any order has been issued under or pursuant to any statute of Canada or of any province of Canada or of any other jurisdiction, or

any other applicable Law or regulatory authority (unless based solely on the activities or alleged activities of the Underwriters), or there is a change in law, regulation or policy or the interpretation or administration thereof, if, in the sole opinion of the Underwriters, acting reasonably, the change, announcement, commencement or threatening thereof materially adversely affects the Corporation or materially prevents or restricts the trading in, or materially adversely impacts the distribution of, the Common Shares;

(c) *Material Adverse Change Out* - there should occur any (i) material change 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, change of a material fact, which, in the sole opinion of the Underwriters, acting reasonably, could reasonably be expected to have a significant adverse change or effect on the Corporation or could reasonably be expected to have a significant adverse effect on the market price or value of the Common Shares; or (ii) the Underwriters shall become aware of any material information with respect to the Corporation which had not been publicly disclosed and which in the sole opinion of the Underwriters, acting reasonably, could be expected to have a significant adverse effect on the market price or value of the Common Shares;

(d) *Disaster Out* – (i) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, including any act of terrorism, war or like event, or any law, action, regulation or other occurrence of any nature whatsoever, which, in the sole opinion of the Underwriters, acting reasonably, seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets or the business, operations or affairs of the Corporation or its Subsidiaries taken as a whole or the market price or value of the securities of the Corporation; or (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the Exchange or a Securities Commission which involves a finding of wrong-doing;

(e) *Breach Out* – the Corporation is in breach of, default under or in non-compliance with any material representation or warranty, or material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation becomes or is false in any material respect, and such breach, default or non-compliance is, in the opinion of the Underwriters, acting reasonably, not capable of being cured prior to the Closing Date; and

(f) *Market Out* – the state of the financial markets in Canada or elsewhere where it is planned to market the Offered Units is such that in the reasonable opinion of the Underwriters, the Offered Units cannot be profitably marketed.

(2) If this Agreement is terminated by the Underwriters pursuant to Section 18(1), there shall be no further liability on the part of the Underwriters or of the Corporation to the

Underwriters, except in respect of any liability which may have arisen or may thereafter arise under Section 13 and Section 15.

(3) The right of the Underwriters to terminate its obligations under this Agreement is in addition to such other remedies as it 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.

(4) Notwithstanding the foregoing and for the avoidance of doubt, this Agreement may be terminated: (i) by the Corporation if the Offering is not announced publicly on or before June 20, 2020; and (ii) at any time at or prior to the Closing Time upon the mutual written agreement of the Corporation and the Underwriters if the parties hereto decide not to proceed with the Offering.

Section 19 Notices

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

in the case of the Corporation, to:

dynaCERT Inc.
101 – 501 Alliance Avenue
Toronto, ON M6N 2J1

Attention: Jim Payne
Email: jpayne@dynacert.com

with a copy of any such notice to:

Tingle Merrett LLP
1250, 639 - 5th Avenue S.W.
Calgary, AB T2P 0M9

Attention: Paul Bolger
Email: pbolger@tinglemerrett.com

in the case of the Underwriters, to:

Eight Capital
100 Adelaide St.W., 29th Fl.
Toronto, ON M5C 2V9

Attention: Tony Loria
Email: tloria@viiicapital.com

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

Attention: Timothy Johnston
Email: tjohnston@pifinancial.com

with a copy of any such notice to:

Wildeboer Dellelce LLP
365 Bay St., Suite 800
Toronto, ON M5H 2V1

Attention: Peter Volk
Email: PVolk@wildlaw.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 telecopy or email 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 telecopy or email on the first Business Day following the day on which it is sent.

Section 20 Miscellaneous

(1) *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 legal representatives.

(2) *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.

(3) *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.

(4) *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 Units.

(5) *Survival*. All representations, warranties, covenants and agreements of the Corporation 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 three years following the Closing Date. Notwithstanding the preceding sentence, Section 13 shall survive the purchase and sale of the Offered Units 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 Units 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.

(6) *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.

(7) *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.

(8) *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.

(9) *Market Stabilization Activities*. In connection with the distribution of the Offered Units, the Underwriters 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.

(10) *No Fiduciary Duty*. The Corporation acknowledges that in connection with the Offering, the Underwriters: (i) have acted at arm's length, are not an agent 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.

(11) *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 June 1, 2020. This Agreement may be amended or modified in any respect by written instrument only.

(12) *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,

EIGHT CAPITAL

By: *signed "Tony Loria"*
Tony Loria
Principal, Managing Director

PI FINANCIAL CORP.

By: *signed "Timothy Johnston"*
Timothy Johnston
Managing Director, Equity Capital Markets

HAYWOOD SECURITIES INC.

By: *signed "Campbell Becher"*
Campbell Becher
Managing Director, Investment Banking

INDUSTRIAL ALLIANCE SECURITIES INC.

By: *signed "John Rak"*
John Rak
Managing Director, Investment Banking

STIFEL GMP

By: *signed "Matt Gaasenbeek"*
Matt Gaasenbeek
Managing Director, Head of Investment Banking

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

DYNACERT INC.

By: *signed "Jim Payne"*
Jim Payne
Chief Executive Officer

SCHEDULE “A”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS
(In the event of any U.S. sales)

1 Capitalized terms used in this Schedule “A” and not defined in this Schedule “A” shall have the meanings given in the Underwriting Agreement to which this Schedule “A” is annexed and the following terms shall have 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 Units 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 Units;

“**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 communications published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

“**Offshore Transaction**” means “offshore transaction” as defined in Rule 902 of Regulation S;

“**Selling Firms**” means the Underwriters together with other investment dealers and brokers which participate in the offer and sale of the Offered Units 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 Rule 902 of Regulation S; and

"**U.S. Purchaser**" means any purchaser of the Offered Units that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, or any person offered the Offered Units 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, the Closing Time and any Option Closing Time:

(a) the Corporation is a Foreign Issuer, and there is no Substantial U.S. Market Interest with respect to the Offered Units 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 in or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons; (ii) has engaged or will engage in any Directed Selling Efforts, (iii) has taken or will take any action that would cause the exemptions afforded by Rule 144A or Rule 506(b) to be unavailable for offers and sales of Offered Units 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 Units in Offshore Transactions in accordance with the Underwriting Agreement, or (iv) has engaged in or will engage in any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act or any action which would constitute a violation of Regulation M under the U.S. Exchange Act with respect to offers or sales of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons;

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

(d) so long as any Offered Units 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 Units and any prospective purchaser of the Offered Units 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 Units to effect resales under Rule 144A);

(e) except with respect to the offer and sale of the Offered Units offered under this Agreement, the Corporation has not, within six months before the commencement of the offer and sale of the Offered Units, and will not within six months after the latest of the Closing Date and any Option Closing Date, offer or

sell any securities in a manner that would be integrated with the offer and sale of the Offered Units and would cause the exemption from registration pursuant to Rule 506(b) or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Units;

(f) except with respect to offers and resales of Offered Units to Qualified Institutional Buyers in reliance on Rule 144A and Accredited Investors in reliance on Rule 506(b), 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 Units in the United States or to, or for the account or benefit of, U.S. Persons, or (ii) any sale of the Offered Units unless, at the time the buy order was or will have been originated, the purchaser is outside the United States and is not a U.S. Person or the Corporation, its affiliates an any person acting on their behalf reasonably believe that the purchaser is outside the United States and is not a U.S. Person;

(g) the Corporation will, within the prescribed time periods after the first sale of the Securities in the United States, prepare and file any forms or notices required under the U.S. Securities Act or any state securities laws in connection with the sale of the Offered Units, including but not limited to filing Form D, if applicable, with the SEC;

(h) the Corporation is not, and after giving effect to the offer and sale of the Offered Units 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;

(i) the Offered Units, the Unit Shares and the Unit Warrants are not and, as of the Closing Date and the Option Closing Date, as applicable, will not be, and no securities of the same class as the Offered Units, the Unit Shares or the Unit Warrants are or will be:

    (i) listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act;

    (ii) quoted in a "U.S. automated inter-dealer quotation system", as such term is used in Rule 144A; or

    (iii) convertible or exchangeable at an effective conversion premium or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than 10% for securities so listed or quoted;

(j) 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;

(k) none of the Corporation (k) or any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction

temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D;

(l) with respect to the Offered Units to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Offering**"), if any, none of the Corporation, any of its predecessors, any affiliated issuer, any director, executive officer, or any other officer of the Corporation participating in the Regulation D Offering, any beneficial owner (as that term is defined in Rule 13d-3 under the U.S. Securities Act) of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, and any promoter (as defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity (each, a "Issuer Covered Person" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) of Regulation D that, if contemplated by Rule 506(e) of Regulation D, is described in the U.S. Private Placement Memorandum; (ii) the Corporation is not aware of any person other than any Issuer Covered Person or any Underwriters Covered Person (as defined below) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the offer or sale of Offered Units pursuant to Regulation D. The Corporation will notify the Underwriters in writing, prior to each Closing Date, of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person; and

(m) 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 Units 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.

3 It is understood and agreed by the Underwriters that the sale of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons will be made only by the Underwriters or their respective U.S. Affiliates, acting as agents, pursuant to (i) Rule 144A to persons who are, or are reasonably believed by them to be, Qualified Institutional Buyers, in compliance with any applicable state securities laws of the United States and such purchaser shall have made the representations, warranties and agreements set forth in Exhibit B to the U.S. Private Placement Memorandum or (ii) Rule 506(b) of Regulation D to Substituted Purchasers that are Accredited Investors with which it or its U.S. Affiliate has a pre-existing relationship.

4 The Underwriters represents and warrants to the Corporation that, as of the date of this Agreement, the Closing Time and any Option Closing Time:

(a) it acknowledges that the Offered Units have not been and will not be registered under the U.S. Securities Act 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 Act and exemptions from registration under applicable state securities laws. In addition, until 40 days after the commencement of the offering of the Offered Units, an offer or sale of the Offered Units within the United States or to, or for the account or benefit of, U.S. Persons by any dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from such registration requirements. Accordingly, it has offered and resold, and will offer and resell, the Offered Units 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 4(b) through 4(q) 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 4(b) through 4(q) below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Units in the United States or to, or for the account or benefit of, any U.S. Person; or (ii) any sale of Offered Units 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 Units, 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 Units 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 all 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 Units 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) immediately prior to soliciting any offerees of Offered Units in the United States or that are purchasing for the account or benefit of U.S. Persons, the Underwriters, 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 with which it has a pre-existing relationship, and at the time of completion of each sale of Offered Units in the United States or to, or for the account or benefit of, such U.S. Person, the Underwriters, 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;

(f) immediately prior to soliciting any offerees of Offered Units in the United States or that are purchasing for the account or benefit of U.S. Persons, the Underwriters, 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 506(b) was an Accredited Investor, and at the time of completion of each sale of Offered Units in the United States or to, or for the account or benefit of, such U.S. Person, the Underwriters, 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 an Accredited Investor;

(g) any sales of Offered Units made to Substituted Purchasers in the United States or to, or for the account or benefit of, U.S. Persons will be made directly by the Corporation to Accredited Investors purchasing as Substituted Purchasers, and the Underwriters and its U.S. Affiliate shall act in the capacity as placement agent for such sales;

(h) it has not solicited, offered, or offered to sell, and will not solicit offers for, or offer to sell, either directly or through a U.S. Affiliate, the Offered Units in the United States by means of any form of General Solicitation or General Advertising;

(i) each offeree of Offered Units 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 Units 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 Units, with a copy of the final U.S. Private Placement Memorandum and no other written material will be used in connection with the offer and sale of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons;

(j) it will inform, and will cause its U.S. Affiliate to inform, all purchasers of the Offered Units 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 Units 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 or Rule 506(b), as applicable;

(k) 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 Units in the United States or purchasing for the account or benefit of, U.S. Persons solicited by it;

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

(m) prior to any sale of Offered Units to a U.S. Purchaser, it shall cause each such U.S. Purchaser that is an Accredited Investor purchasing such Offered Units pursuant to Rule 506(b) to execute and complete a U.S. Individual Investor Questionnaire in the form attached as Annex “I” to Exhibit “A” to the final U.S. Private Placement Memorandum;

(n) all Offered Units sold to an Accredited Investor that is in the United States or is, or is purchasing for the account or benefit of, a U.S. Person or that was offered the Offered Units in the United States will bear a legend to the effect contained in the U.S. Private Placement Memorandum;

(o) at the Closing, each Underwriters (together with its U.S. Affiliate) that participated in the offer of Offered Units 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 Units 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 Units in the United States or to, or for the account or benefit of, U.S. Persons;

(p) with respect to the Regulation D Offering, it represents, warrants and agrees that none of it, any of its U.S. Affiliates or any of their respective directors, executive officers, other officers participating in the Regulation D Offering, general partners or managing members, or any of the directors, executive officers or other officers participating in the Regulation D Offering of any such general partner or managing member (each, an “Underwriters Covered Person” and, together, “**Underwriters Covered Persons**”), is subject to any Disqualification Event, except for a Disqualification Event (i) contemplated by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation on or prior to execution hereof and, if contemplated by Rule 506(e) of Regulation D, included in the U.S. Private Placement Memorandum. The Underwriters shall provide prompt written notice to the Corporation of any Disqualification Event relating to any Underwriters Covered Person, or any event that would, with the passage of time, become such a Disqualification Event prior to the Closing. The Underwriters represents and warrants that it is not aware of any person other than any Issuer Covered Person or Underwriters Covered Person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the Regulation D Offering, and the Underwriters will notify the Corporation, prior to Closing, of any agreement entered into between the Underwriters and such person in connection with any sale of the Offered Units pursuant to the Regulation D Offering; and

(q) none of it, any of its affiliates (q) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Securities.

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 Units of dynaCERT Inc. (the "**Corporation**") pursuant to the underwriting agreement dated June 3, 2020, 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 Units made by it, and all offers and resales of the Offered Units 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 Units that is, or is acting for the account or benefit of, a U.S. Person or a person in the United States solicited by us was, prior to the sale of Offered Units to such purchaser, provided with a copy of the final 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 Units 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 Units 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 either: (i) 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 such purchaser of the Offered Units purchasing from us through our U.S. Affiliate is a Qualified Institutional Buyer, or (ii) or an Accredited Investor and on the date of this certificate we continue to believe that each such purchaser of the Offered Units purchasing from us through our U.S. Affiliate is an Accredited Investor;

(d) in connection with each sale of Offered Units 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;

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

(f) neither we nor our representatives have utilized, and neither we nor our representatives will utilize, any form of General Solicitation or General Advertising;

(g) neither we, any of our affiliates or (g) any person acting on any of our or their behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Securities;

(h) with respect to the Offered Units to be offered and sold hereunder in reliance upon Rule 506(b) of Regulation D, none of the Underwriters Covered Persons is subject to any Disqualification Event except for a Disqualification Event covered by Rule 506(d)(2) of Regulation D and a description of which has been furnished in writing to the Corporation prior to the date hereof, or in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date, and we have not paid or nor will we pay, nor are we aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Underwriters Covered Persons or Issuer Covered Persons) for solicitation of purchasers of the Offered Units; and

(i) the offering of the Offered Units 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.

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

DATED the _______ day of _______________, 2020.

[UNDERWRITER]	**[U.S. AFFILIATE]**
By: ________________________________	By: ________________________________
Name:	Name:
Title:	Title: