

AGENCY AGREEMENT

May 11, 2016

Identillect Technologies Corp.
2200 HSBC Building
885 West Georgia Street
Vancouver, B.C. V6C 3E8

Attention: Mr. Todd Sexton, President and CEO

Quentin Ventures Ltd.
Suite 1620 – 609 Granville Street
Vancouver, B.C. V7Y 1C3

Attention: Mr. Doug McFaul, President and CEO

Re: Issue of Subscription Receipts

Dear Sirs:

Canaccord Genuity Corp. (the “**Agent**”) understands that Identillect Technologies Corp. (the “**Corporation**”) proposes to create, issue and sell by way of private placement a minimum of 7,000,000 subscription receipts and a maximum of 12,500,000 subscription receipts (each a “**Subscription Receipt**”) at a price of \$0.20 per Subscription Receipt (the “**Issue Price**”) for a minimum gross proceeds of \$1,400,000 and a maximum gross proceeds of \$2,500,000 as further provided below (the “**SR Offering**”). Each Subscription Receipt shall entitle the holder to receive, without payment of any addition consideration, one unit (each, a “**SR Unit**”) of the Corporation, upon the satisfaction of the escrow release conditions. Each SR Unit will consist of one common share (each, a “**Share**”) of the Corporation and one common share purchase warrant (each, a “**Warrant**”). Each Warrant will entitle the holder to acquire one common share (each, a “**Warrant Share**”) of the Corporation for a period of 12 months after the Escrow Release Date (as hereinafter defined) at a price of \$0.30 per Warrant Share. The Agent understands that a component of the SR Offering may be completed by the Corporation on a non-brokered basis. The Agent further understands that Quentin Ventures Ltd. (“**Quentin**”) proposes to create, issue and sell by way of private placement of up to 5,000,000 units (each a “**Quentin Unit**”) at the Issue Price for an aggregate gross proceeds of \$1,000,000 (the “**Unit Offering**”, and collectively with the SR Offering, the “**Offering**”). Each Quentin Unit will consist of one common share (each, a “**Quentin Share**”) of Quentin and one common share purchase warrant (each, a “**Quentin Warrant**”). Each Quentin Warrant will entitle the holder to acquire one common share (each, a “**Quentin Warrant Share**”) of Quentin for a period of 12 months after the date of issuance at a price of \$0.30 per Quentin Warrant Share. The Unit Offering will close immediately prior to the closing of the Transaction (the “**Unit Closing Date**”).

The SR Offering shall be sold to purchasers (the “**Purchasers**”) resident in each of the provinces of Canada, except Québec, the United States and additional jurisdictions as the Corporation, Quentin and the Agent may agree upon in writing (the “**Offering Jurisdictions**”). The Unit Offering shall be sold only to Purchasers resident in British Columbia and Alberta. Subject to the terms and conditions set forth below, the Agent agrees to act as the Corporation’s and Quentin’s sole and exclusive agent to offer the

Subscription Receipts and the Quentin Units, respectively, for sale on a reasonable commercial efforts basis in accordance with the terms of this Agreement (as hereinafter defined).

The common shares of the Corporation are currently not listed on any stock exchange. The Offering is being conducted in connection with the proposed reverse takeover of the Corporation by Quentin, which has its common shares currently listed on the NEX board of the TSX Venture Exchange (the “**Exchange**”). The Corporation, Quentin and 1021784 B.C. Ltd. (“**Amalgamation Sub**”) have entered into an amalgamation agreement (the “**Amalgamation Agreement**”) dated January 19, 2015, as amended by the first amendment agreement dated August 25, 2015, the second amendment agreement dated November 19, 2015 and the third amendment dated May 3, 2016, pursuant to which the Amalgamation Sub will amalgamate (the “**Amalgamation**”) with the Corporation to form a British Columbia corporation (“**Amalco**”) and the shareholders of the Corporation will exchange their Shares for Quentin Shares at a ratio of 0.758 Quentin Share for every one Share of the Corporation held immediately prior to the Amalgamation, whereupon Amalco shall become a wholly-owned subsidiary of Quentin (the “**Transaction**”). Prior to the Amalgamation and the Offering, the Corporation implemented a 1.15 to one split on November 10, 2015 of its existing common shares (the “**Stock Split**”). The securities issued pursuant to the Offering, including securities issuable to the Agent, are not affected by the Stock Split. In accordance with the terms of the Amalgamation Agreement, at the Effective Time (as hereinafter defined), the SR Units will be exchanged for Quentin Units on a one for one basis.

All references to dollars or \$ herein are to lawful currency of Canada, unless otherwise indicated.

TERMS AND CONDITIONS

The following are additional terms and conditions of this Agreement among the Corporation, the Agent and Quentin.

1. Definitions

1.1 Where used in this Agreement, or in any amendment to this Agreement, the following terms will have the following meanings, respectively:

“**Agent**” has the meaning given to that term above;

“**Agent’s Cash Commission**” has the meaning given to that term in Section 2.4;

“**Agent’s Fee**” has the meaning given to that term in Section 2.4;

“**Agent’s Warrant Certificate**” has the meaning given to that term in Section 2.4;

“**Agent’s Warrant Shares**” has the meaning given to that term in Section 2.4;

“**Agent’s Warrants**” has the meaning given to that term in Section 2.4;

“**Agreement**” means this agency agreement, including all schedules and appendices hereto, as amended or supplemented from time to time;

“**Amalco**” has the meaning given to that term above;

“**Amalgamation**” has the meaning given to that term above;

“**Amalgamation Agreement**” has the meaning given to that term above;

“**Amalgamation Sub**” has the meaning given to that term above;

“**ASC Rule 45-516**” means the Alberta Securities Commission Rule 45-516 - *Prospectus Exemptions for Retail Investors and Existing Security Holders* in Alberta;

“**BCI 45-536**” means British Columbia Instrument 45-536 – *Exemption from prospectus requirement for certain distributions through an investment dealer* of the British Columbia Securities Commission;

“**Business**” means the business carried on by the Corporation, directly or indirectly, including by any subsidiary, as the case may be, from time to time, including without limitation, the delivery of data encryption software products to consumers in the United States and Canada;

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

“**Closing Time**” means 9:00 a.m. (Vancouver time) on the SR Closing Date or the Unit Closing Date or such other time on the SR Closing Date or the Unit Closing Date as the Corporation, Quentin and the Agent may in writing agree;

“**Corporate Finance Fee Units**” has the meaning given to that term in Section 2.4;

“**Corporation**” has the meaning given to that term above;

“**Corporation Financial Statements**” has the meaning given to that term in Section 3.1(aa);

“**Credit Facility**” has the meaning given to that term in Section 8.1(g);

“**Disclosure Record**” has the meaning given to that term in Section 4.1(m) hereof;

“**Distribution**” means distribution or distribution to the public, as the case may be, for the purposes of the Securities Laws or any of them in the Selling Jurisdictions;

“**Effective Time**” means upon filing articles of amalgamation to amalgamate Amalgamation Sub and the Corporation as set out in the Amalgamation Agreement, the time specified therein such amalgamation becomes effective;

“**Employee Plans**” has the meaning given to that term in Section 3.1(mm);

“**Engagement Letter**” means the letter agreement dated August 13, 2015, between the Corporation, Quentin and the Agent pursuant to which the Agent agreed to act as agent in respect of the Offering in connection with the Transaction;

“**Escrow Agent**” has the meaning given to that term in Section 2.2;

“**Escrow Agreement**” has the meaning given to that term in Section 2.2;

“**Escrow Release Date**” has the meaning given to that term in Section 2.2;

“**Escrowed Proceeds**” has the meaning given to that term in Section 2.2;

“**Exchange**” has the meaning given to that term above;

“**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 includes for greater certainty the Regulatory Authorities;

“**Indemnified Party**” has the meaning given to that term in Section 12.1;

“**Infringe**” has the meaning given to that term in Section 3.1(u);

“**Intellectual Property**” all domestic and foreign: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) other proprietary rights, (g) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (h) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

“**Issue Price**” has the meaning given to that term above;

“**material change**” means a material change as defined in the Securities Laws or any of them or where undefined under the applicable Securities Laws of a Offering Jurisdiction and when used in respect of the Corporation and the Subsidiary means a change in the business, operations or capital of the Corporation or the Subsidiary that would reasonably be expected to have a significant effect on the market price or value of any of the Subscription Receipts and includes a decision to implement such a change made by the board of directors of the Corporation or the Subsidiary or by senior management of the Corporation or the Subsidiary where they believe that confirmation of the decision by the board of directors of the Corporation or the Subsidiary is probable;

“**Material Contract**” means any agreement, understanding, undertaking, commitment, licence or lease, whether written or oral, that involves or may result in the payment of money or money’s worth by or to the Corporation in an amount in excess of \$75,000;

“**material fact**” means a material fact as defined in the Securities Laws or any of them or where undefined under the applicable Securities Laws of a Offering Jurisdiction means a fact that would reasonably be expected to have a significant effect on the market price or value of the Subscription Receipts;

“**misrepresentation**” means a misrepresentation as defined in the Securities Laws or any of them or where undefined under the applicable Securities Laws of a Offering Jurisdiction means (i) an untrue statement of a material fact or (ii) an omission to state a material fact that is required to be

stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

“**NI 45-106**” means National Instrument 45-106 - *Prospectus Exemptions*, as constituted at the date of this Agreement;

“**Offering**” has the meaning given to that term above;

“**Offering Jurisdictions**” has the meaning given to that term above;

“**Person**” includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, Governmental Authority or other organization or entity, whether or not a legal entity, however designated or constituted;

“**Purchasers**” has the meaning given to that term above;

“**Quentin**” has the meaning given to that term above;

“**Quentin Agent’s Cash Commission**” has the meaning given to that term in Section 2.4;

“**Quentin Agent’s Warrant Certificate**” has the meaning given to that term in Section 2.4;

“**Quentin Agent’s Warrant Shares**” has the meaning given to that term in Section 2.4;

“**Quentin Agent’s Warrants**” has the meaning given to that term in Section 2.4;

“**Quentin Financial Statements**” has the meaning given to that term in Section 4.1(t);

“**Quentin Shares**” has the meaning given to that term above;

“**Quentin Transaction Documents**” has the meaning given to that term in Section 4.1(k);

“**Quentin Unit**” has the meaning given to that term above;

“**Quentin Warrant**” has the meaning given to that term above;

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

“**Quentin Warrant Share**” has the meaning given to that term above;

“**Regulatory Authorities**” means the Securities Commissions and the Exchange;

“**Reporting Jurisdictions**” has the meaning given to that term in Section 4.1(c);

“**Securities Commission**” means the applicable securities commission or securities regulatory authority in each of the Offering Jurisdictions;

“**Securities Laws**” means, unless the context otherwise requires, all applicable securities laws in each of the Offering Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national

instruments, orders, blanket rulings and other regulatory instruments of the Regulatory Authorities in such jurisdictions, the rules of any applicable stock exchange (including the Exchange), and the applicable securities legislation and policies of each other jurisdiction (other than the Offering Jurisdictions) where the Subscription Receipts are offered or distributed in accordance with the terms and conditions of this Agreement;

“**Share**” has the meaning given to that term above;

“**SR Certificates**” means the certificates representing the Subscription Receipts;

“**SR Closing Date**” means May 11, 2016 or such other date as the Corporation and the Agent may in writing agree;

“**SR Subscription Agreements**” has the meaning given to that term in Section 2.4;

“**SR Transaction Documents**” has the meaning given to that term in Section 3.1(k);

“**SR Unit**” has the meaning given to that term above;

“**Stock Split**” has the meaning given to that term above;

“**Subscription Receipt**” has the meaning given to that term above;

“**Subsequent Financing**” has the meaning given to that term in Section 10.2;

“**Subsidiary**” has the meaning given to that term in Section 3.1(a);

“**Transaction**” has the meaning given to that term above;

“**Unit Closing Date**” has the meaning given to that term above;

“**Unit Offering**” has the meaning given to that term above;

“**Unit Offering Subscription Agreements**” has the meaning given to that term in Section 2.4;

“**Warrant**” has the meaning given to that term above;

“**Warrant Certificate**” means the certificates representing the Warrants; and

“**Warrant Share**” has the meaning given to that term above.

Schedule “A” - Identillect Disclosure Letter

Schedule “B” - Form of Agent’s Warrant

Schedule “C” - Form of Quentin Agent’s Warrant

2. Offering

2.1 The Agent will act as agent of the Corporation and Quentin and use its commercially reasonable efforts to arrange for Purchasers for the Subscription Receipts and the Quentin Units in the applicable Offering Jurisdictions in accordance with the terms of this Agreement. The Agent is under no

obligation to purchase any of the Subscription Receipts or the Quentin Units although the Agent may subscribe for and purchase the Subscription Receipts or the Quentin Units if it so desires. The Agent may, in its sole discretion, offer selling group participation in the normal course of the brokerage business to other licensed dealers.

2.2 On the SR Closing Date, the gross proceeds of the SR Offering will be deposited into escrow (the “**Escrowed Proceeds**”) with Cassels Brock & Blackwell LLP as the escrow agent (the “**Escrow Agent**”) and held pursuant to an escrow agreement (the “**Escrow Agreement**”). Upon satisfaction of the escrow release conditions (the “**Escrow Release Date**”), as determined in the Escrow Agreement, the Subscription Receipts will automatically convert into SR Units. If the escrow release conditions are not satisfied on or before May 31, 2016 (unless extended), the Subscription Receipts will be cancelled in accordance with their terms and the Escrowed Proceeds plus accrued interest will be returned to the Purchasers by the Escrow Agent on a pro rata basis.

2.3 The sale of the Subscription Receipts will be effected in a manner so as to be exempt from the prospectus requirements of applicable Securities Laws of the Offering Jurisdictions pursuant to NI 45-106. The sale of the Quentin Units will be effected in a manner so as to be exempt from the prospectus requirements of applicable Securities Laws of the Provinces of British Columbia and Alberta pursuant to BCI 45-536 and ASC Rule 45-516.

2.4 In consideration of the services performed by the Agent under this Agreement, which services shall include:

- (a) acting as the Corporation’s agent to solicit offers to purchase the Subscription Receipts;
- (b) acting as Quentin’s Agent to solicit offers to purchase the Quentin Units;
- (c) advising the Corporation and Quentin with respect to the Offering; and
- (d) co-ordinating and reviewing the private placement documentation and assisting in the preparation of the forms of subscription agreement for the SR Offering (the “**SR Subscription Agreement**”) and the Unit Offering (the “**Unit Offering Subscription Agreement**”), including any form, questionnaire, and undertaking incorporated therein or appended thereto, to be entered into between the Corporation or Quentin, as applicable, and each of the Purchasers in connection with the Offering,

the Corporation agrees to pay to the Agent on the Escrow Release Date a commission (the “**Agent’s Cash Commission**”) equal to 7.0% of the aggregate gross proceeds of the Subscription Receipts sold pursuant to the SR Offering payable in cash and issue to the Agent non-transferable warrants (the “**Agent’s Warrants**”) exercisable to acquire that number of Shares (the “**Agent’s Warrant Shares**”), at a price of \$0.20 per Agent’s Warrant Share, as is equal to 10.0% of the total number of Subscription Receipts sold under the SR Offering for a period of 12 months from the Escrow Release Date. The form of the certificate representing the Agent’s Warrants (the “**Agent’s Warrant Certificate**”) to be issued to the Agent is attached hereto as Schedule “B”.

Pursuant to the Transaction, the Agent’s Warrants will, at the Effective Time, be exchanged for equivalent agent’s warrants of Quentin (“**Quentin Agent’s Warrants**”) at a ratio of one Quentin Agent’s Warrant for one Agent’s Warrant held immediately prior to the Amalgamation. For greater certainty, each Quentin Agent’s Warrant will be exercisable to acquire one Quentin Share (a “**Quentin Agent’s Warrant Share**”) at a price of \$0.20 per Quentin Agent’s Warrant Share for a period of 12 months from the date of issuance.

Quentin agrees to pay to the Agent on the Unit Closing Date a commission (the “**Quentin Agent’s Cash Commission**”) equal to 7.0% of the aggregate gross proceeds of the Quentin Units sold pursuant to the Unit Offering payable in cash and issue to the Agent non-transferable Quentin Agent’s Warrants exercisable to acquire that number of Quentin Agent’s Warrant Shares, at a price of \$0.20 per Quentin Agent’s Warrant Share, as is equal to 10.0% of the total number of Quentin Units sold under the Unit Offering for a period of 12 months from the Unit Closing Date. The form of the certificate representing the Quentin Agent’s Warrants (the “**Quentin Agent’s Warrant Certificate**”) to be issued to the Agent is attached hereto as Schedule “C”.

In addition, at the Effective Time, the Agent will receive a corporate finance fee of 300,000 units of Quentin (“**Corporate Finance Fee Units**”). Each Corporate Finance Fee Unit will consist of one Quentin Share and one Quentin Warrant. Each Quentin Warrant will entitle the holder to acquire one Quentin Warrant Share for a period of 12 months after the Escrow Release Date at a price of \$0.30 per Quentin Warrant Share.

The Corporation will also pay the Agent a corporate finance fee (the “**Agent’s Fee**”) of \$25,000. The Agent acknowledges that the Agent’s Fee was paid on August 26, 2015.

2.5 The Corporation and Quentin agree that the Agent will be permitted to appoint other registered dealers (or other dealers duly qualified in their respective jurisdictions) as its agents to assist in the Offering. The remuneration payable (including any division of the Agent’s Cash Commission, the Quentin Agent’s Cash Commission, the Agent’s Warrants or the Quentin Agent’s Warrants) to such other dealers appointed by the Agent shall be determined by and solely at the account of the Agent.

3. Representations and Warranties of the Corporation

3.1 The Corporation represents and warrants to the Agent, and to and for the benefit of the Purchasers (which shall be held by the Agent for the benefit of the Purchasers and otherwise made by the Corporation to the Purchasers as if incorporated and repeated in their entirety in each Purchaser’s Subscription Agreement), and acknowledges that the Agent and the Purchasers are relying upon such representations and warranties, as follows:

- (a) other than Identillect Technologies, Inc., a corporation organized under the laws of the State of Nevada (the “**Subsidiary**”), the Corporation has no subsidiaries and does not own or control any equity securities in any other entity;
- (b) the Corporation owns, directly or indirectly, all of the shares or other equity interests of the Subsidiary, free and clear of all encumbrances. The registered share capital of the Subsidiary is as set out in Section 3.1(i) below;
- (c) each of the Corporation and the Subsidiary have each been duly formed and is a validly existing corporation and in good standing under the laws of its of incorporation, and has all requisite corporate power and authority to carry on the Business as now conducted and as currently proposed to be conducted and to own, lease and operate its property and assets;
- (d) each of the Corporation and the Subsidiary is not a “reporting issuer” in any jurisdiction;
- (e) each of the Corporation and the Subsidiary is duly registered, licensed and otherwise qualified to carry on the Business and to own, lease and operate its property and assets,

and is in good standing, in each jurisdictions where it carries on business or owns, leases and operates its property and assets as described in the Schedule “A”;

- (f) each of the Corporation and the Subsidiary has conducted and is conducting the Business in material compliance with all applicable laws, by-laws, ordinances, rules and regulations of each jurisdiction in which the Business is carried on, and holds all material licences, registrations, permits, consents or qualifications (whether governmental, regulatory or otherwise) required in order to enable the Business to be carried on as now conducted or as proposed to be conducted following the Transaction, and:
 - (i) all such licences, registrations, permits, consents and qualifications are valid, subsisting and in good standing in all material respects; and
 - (ii) each of the Corporation and the Subsidiary has not received any notice relating to the revocation or modification of any such licenses, registrations, permits, consents or qualifications which would, if the subject of an unfavourable decision, ruling or finding, have a material adverse affect on the Business, operations, condition (financial or otherwise) or prospects of the Corporation or the Subsidiary;
- (g) there are no orders ceasing or suspending the trading of any securities of the Corporation and the Subsidiary or prohibiting the sale of any securities by the Corporation, nor any current, pending, or to the Corporation’s knowledge, any contemplated or threatened, proceedings for this purpose, nor to the Corporation’s knowledge, any grounds therefor;
- (h) the authorized capital of the Corporation consists of an unlimited number of common shares without par value, of which 36,157,139 common shares post-Stock Split are duly authorized, issued and outstanding as fully paid and non-assessable, and to the Corporation’s knowledge all of the issued and outstanding common shares of the Corporation are free and clear of all liens, charges, encumbrances, claims, demands and other adverse interests of any nature or kind;
- (i) the authorized capital of the Subsidiary consists of 30,000,000 common shares without par value, of which 18,388,947 common shares are duly authorized, issued and outstanding as fully paid and non-assessable, free and clear of all liens, charges, encumbrances, claims, demands and other adverse interests of any nature or kind. The Corporation is the sole shareholder of the Subsidiary;
- (j) each of the Corporation and the Subsidiary is not a party to, and has not granted, any agreement, warrant, option, right or privilege, or any of the foregoing capable of becoming an agreement, warrant, option right or privilege, for the purchase, subscription or issuance of any of its securities;
- (k) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to enter into, execute, deliver and perform its obligations under each of this Agreement, the SR Subscription Agreements, the Escrow Agreement, the SR Certificates, the Warrant Certificates and the Agent’s Warrant Certificates (collectively, the “**SR Transaction Documents**”), and as at the Closing Time on the SR Closing Date, each of the SR Transaction Documents will be duly and validly authorized, executed and delivered and constitute a legal, valid and binding obligation of the Corporation enforceable in accordance with their respective terms;

- (l) the Corporation is not in default or breach of, and the execution and delivery of each of the SR Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a default or breach of, and do not create a state of facts which, after notice or lapse of time or both, will result in a default or breach of, and do not and will not conflict with, any of the terms, conditions or provisions of: (i) the Corporation or the Subsidiary constating documents or resolutions; (ii) any indenture, contract, instrument, lease or other agreement (written or oral) to which the Corporation or the Subsidiary is or will be a party or contractually bound as of the Closing Time on the SR Closing Date; or (iii) to the best of the Corporation's knowledge, any laws, by-laws, ordinances, rules, regulations, policies, judgments, decrees or orders of any court, governmental authority or administrative body whatsoever having jurisdiction over it or the Subsidiary or any of its property or assets in any material respect;
- (m) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to (as applicable) create, offer, sell, issue and deliver the Subscription Receipts, Shares, Warrants, Warrant Shares, Agent's Warrants and the Agent's Warrant Shares, and as at the Escrow Release Date, the Shares will be duly and validly authorized and issued as fully paid and non-assessable shares;
- (n) there has not been any material adverse change in the Business, operations or condition (financial or otherwise) or results of the operations of the Corporation since incorporation and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the business of the Corporation;
- (o) there has not been any material adverse change in the Business, operations or condition (financial or otherwise) or results of the operations of the Subsidiary since December 31, 2014 and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the Business of the Subsidiary;
- (p) since incorporation, each of the Corporation and the Subsidiary has not entered into any material transactions, or entered into any Material Contracts, which have not been promptly and properly authorized by directors' or shareholders' resolution filed in its respective minute books and otherwise promptly and properly recorded in its respective financial books and records;
- (q) since incorporation, the related parties of each of the Corporation and the Subsidiary have not had any material interest, direct or indirect, in any prior, existing or proposed transaction which was, is or will be material to the Corporation except as promptly and properly authorized by directors' or shareholders' resolution filed in its respective minute books;
- (r) the Corporation and the Subsidiary, as applicable, own or possess sufficient legal rights to all Intellectual Property necessary for the Business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others;
- (s) the Corporation and the Subsidiary owns or has the valid rights to use (in each case, free and clear of any encumbrances) all of the Intellectual Property that is material to the conduct of the Business of the Corporation or of the Subsidiary (as applicable) as currently conducted or as currently proposed to be conducted (and had all rights necessary to carry out its former activities at such time such activities were being conducted). The Corporation and the Subsidiary have a valid and enforceable right to use

all third party Intellectual Property used or held for use in the Business of the Corporation or of the Subsidiary;

- (t) all of the licences and sublicences and consent, royalty or other agreements concerning Intellectual Property that are material to the conduct of the Business of the Corporation and the Subsidiary as currently conducted or as currently proposed to be conducted to which the Corporation or the Subsidiary is a party are valid and binding obligations of the Corporation or the Subsidiary (as applicable), as the case may be enforceable in accordance with their terms, and there exists no event or condition that will result in a material violation or breach of or constitute (with or without due notice or lapse of time or both) a default by the Corporation or the Subsidiary under any such licence agreement. The Corporation has delivered true and complete copies of all material licence agreements to the Agent;
- (u) to the Corporation's knowledge, the conduct of the Corporation's Business and of the Subsidiary as currently conducted does not infringe or otherwise impair or conflict with (collectively, "**Infringe**") any Intellectual Property rights of any third party or any confidentiality obligation owed to a third party, and the Intellectual Property of the Corporation or the Subsidiary which is material to the conduct of the Business of the Corporation or the Subsidiary as currently conducted or as currently proposed to be conducted is not, to the Corporation's knowledge, being Infringed by any third party. There is no litigation or order pending or outstanding or, to the Corporation's knowledge, threatened or pending that seeks to limit or challenge the ownership, use, validity or enforceability of any Intellectual Property of the Corporation or of the Subsidiary and the Corporation's or the Subsidiary's use of any Intellectual Property owned by a third party, and, to the Corporation's knowledge, there is no valid basis for the same. The Corporation has not received any communications alleging that the Corporation or the Subsidiary has violated or, by conducting its business as presently proposed, would violate any Intellectual Property or other proprietary rights of any other person, nor, without undertaking an investigation, is the Corporation aware of any basis therefor;
- (v) Schedule "A" contains a true and complete list of (i) all Intellectual Property registered by the Corporation and the Subsidiary and (ii) all other material Intellectual Property, in each case broken down by Corporation- or Subsidiary-owned Intellectual Property and Corporation- or Subsidiary-licensed Intellectual Property, and includes details of all due dates for further filings, maintenance and other payments or other actions falling due in respect of the Intellectual Property and the current status of the corresponding registrations, filings, applications and payments. All of the registration and applications arising from or relating to the Intellectual Property are and remain valid and subsisting, are in good standing and have not been assigned. All fees, payments and filings due as of the date hereof have been duly made. None of the registrations and applications relating to the Intellectual Property are, to the knowledge of the Corporation, invalid or unenforceable. The Corporation has delivered to the Agent true and complete copies of all of the registrations and applications relating to the Intellectual Property and has made available for review true and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each of the foregoing;
- (w) all Material Contracts to which the Corporation or the Subsidiary is or will be a party or contractually bound at the Closing Time on the SR Closing Date have been duly and validly authorized, executed and delivered, are in good standing in all material respects in accordance with their respective terms, and constitute a legal, valid and binding

obligation of the Corporation or the Subsidiary, as applicable, enforceable in accordance with their respective terms;

- (x) the Corporation's and the Subsidiary's Business is and has been operated in compliance with, in all material respects, all applicable laws governing environmental matters, hazardous materials, workplace safety and like legislation, and there are no facts known to the Corporation after due inquiry which could give rise to any violation of or non-compliance with such laws;
- (y) there are no current, pending, or to the Corporation's knowledge, any contemplated or threatened, actions, suits, inquiries or proceedings to which the Corporation or the Subsidiary is a party or to which the Business or assets of the Corporation are subject, that would, if the subject of an unfavourable decision, ruling or finding, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of the Corporation;
- (z) the consolidated audited financial statements of the Subsidiary as at and for the years ended December 31, 2013, 2012 and 2011 present fairly, in all material respects, the financial position of the Corporation as at the dates set out therein and the results of its operations and the changes in its financial position for the periods then ended, in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, as applicable, consistently applied;
- (aa) the condensed consolidated audited financial statements of the Corporation as at and for the year ended December 31, 2013, 2014, and for the six month period ended June 30, 2015 (collectively, the "**Corporation Financial Statements**") present fairly, in all material respects, the financial position of the Corporation as at the dates set out therein and the results of its operations and the changes in its financial position for the periods then ended, in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, as applicable, consistently applied;
- (bb) neither the Corporation nor the Subsidiary has, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its common shares or other securities of any class, or, directly or indirectly, redeemed, repurchased or otherwise acquired any of its common shares or other securities, or agreed to do any of the foregoing;
- (cc) there is not, in the constating documents of the Corporation, or in any indenture, contract, instrument, lease or other agreement (written or oral) to which the Corporation is a party or contractually bound, any restriction upon or impediment to the declaration and payment of dividends by the directors of the Corporation;
- (dd) the auditors of the Corporation who audited the Corporation Financial Statements and delivered their report with respect thereto, were at the relevant time independent chartered accountants;
- (ee) the minute books of the Corporation and the Subsidiary, as made available to the Agent and its counsel, are true and complete in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;
- (ff) each of the Corporation and the Subsidiary has filed all tax returns and other reports required to be filed, and has paid all taxes and related charges of any kind whatsoever due

and payable and otherwise established reserves on its books and records that are adequate for the payment of all such taxes and related charges of any kind whatsoever not yet due and payable;

- (gg) there are no current, pending, or to the Corporation's knowledge any contemplated or threatened, audits of the tax returns of or other reports required to be filed by the Corporation or the Subsidiary (whether federal, state, provincial, local or foreign), and there are no claims or grounds therefor which have been or may be asserted relating to any such tax returns and other reports, and there are no liens for taxes or related charges on the properties and assets of the Corporation;
- (hh) neither Canada Revenue Agency, the Internal Revenue Service of the United States nor any other taxation authority has asserted, or to the Corporation's knowledge contemplated or threatened to assert, any claim, assessment or liability for taxes or related charges due or to become due in connection with any review or examination of the tax returns of or other reports required to be filed by the Corporation or the Subsidiary for any taxation or reporting year;
- (ii) other than as disclosed to the Agent, the Corporation is not a party to any agreement which in any manner affects the voting control of any of its securities;
- (jj) there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit other than in the ordinary course of business of the Corporation or the Subsidiary;
- (kk) neither the Corporation nor the Subsidiary is a party to or bound by any collective agreement and none of them are currently conducting negotiations with any labour union or employee association;
- (ll) each of the Corporation and the Subsidiary is in compliance, in all material respects, with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages;
- (mm) except as disclosed in Quentin's filing statement dated November 30, 2015, neither the Corporation nor the Subsidiary has any plan for bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, or other plans for the benefit of any current or former director, officer, employee or consultant of the Corporation or the Subsidiary (the "**Employee Plans**"), each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;
- (nn) each of the Corporation's and the Subsidiary's insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the Corporation and the Subsidiary. Each of the Corporation and the Subsidiary is not in default in any material respect with respect to the payment of any premium or material compliance with any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim within the appropriate time therefor. Each

of the Corporation and the Subsidiary has not received notice from any of the insurers regarding cancellation of such insurance policy;

- (oo) to the Corporation's knowledge, in the last ten years, none of the directors or officers of the Corporation or the Subsidiary is or has been subject to prior criminal or bankruptcy proceedings;
- (pp) as of the date hereof, to the Corporation's knowledge there are no facts or circumstances that would cause it to believe that (i) the Amalgamation will not be completed or (ii) the Amalgamation Agreement will be terminated;
- (qq) other than the Agent, 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;
- (rr) the information supplied by management of the Corporation to the Agent and their counsel in connection with the due diligence conducted by them, including any information or responses provided at due diligence sessions held prior to the Closing Time, was, or, will at the date of supply be, true and accurate in all material respects;
- (ss) neither the Corporation nor the Subsidiary has engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Subscription Receipts in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or by means of the Internet or otherwise or conducted any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising;
- (tt) to the best of its knowledge, no event has occurred, no circumstance has arisen and no condition exists that could adversely affect the completion of the Transaction; and
- (uu) the Corporation has issued an aggregate of 5,475,000 subscription receipts at a price of \$0.20 per subscription receipt. The subscription receipts will convert into units of Quentin on the same basis as the SR Units. In addition, the Corporation has issued an aggregate of 1,250,000 units in connection with a prior \$250,000 offering, which warrants have the same terms as the Warrants.

3.2 The representations and warranties of the Corporation contained in this Agreement shall be true and correct at the Closing Time on the SR Closing Date as though they were made at the Closing Time on the SR Closing Date.

4. Representations and Warranties of Quentin

4.1 Quentin represents and warrants to the Agent, and to and for the benefit of the Purchasers (which shall be held by the Agent for the benefit of the Purchasers and otherwise made by Quentin to the Purchasers as if incorporated and repeated in their entirety in each Purchaser's Subscription Agreement), and acknowledges that the Agent and the Purchasers are relying upon such representations and warranties, as follows:

- (a) other than the Amalgamation Sub, a corporation organized under the laws of the Province of British Columbia, the Corporation has no subsidiaries and does not own or control any equity securities in any other entity;
- (b) each of Quentin and the Amalgamation Sub has been duly formed and is a validly existing corporation and in good standing under the laws of its incorporation, and has all requisite corporate power and authority to carry on its business as now conducted and as currently proposed to be conducted and to own, lease and operate its property and assets;
- (c) Quentin is and will at the Closing Time on the Unit Closing Date be a reporting issuer in good standing under the securities laws of the Provinces of British Columbia and Alberta (together, the “**Reporting Jurisdictions**”) and no material change relating to Quentin has and will have occurred at the Closing Time or the Unit Closing Date with respect to which the requisite material change report has not been filed under any applicable securities laws in the Reporting Jurisdictions and no such disclosure has been made on a confidential basis;
- (d) Quentin is not a “reporting issuer” in any jurisdiction other than the Reporting Jurisdictions;
- (e) each of Quentin and the Amalgamation Sub is duly registered, licensed and otherwise qualified to carry on its business and to own, lease and operate its property and assets, and is in good standing, in each jurisdictions where it carries on business or owns, leases and operates its property and assets as described in the Disclosure Record (as hereinafter defined);
- (f) each of Quentin and the Amalgamation Sub has conducted and is conducting its business in material compliance with all applicable laws, by-laws, ordinances, rules and regulations of each jurisdiction in which its business is carried on, and holds all material licences, registrations, permits, consents or qualifications (whether governmental, regulatory or otherwise) required in order to enable its business to be carried on as now conducted or as proposed to be conducted, and:
 - (i) except as disclosed in the Disclosure Record, all such licences, registrations, permits, consents and qualifications are valid, subsisting and in good standing in all material respects; and
 - (ii) neither Quentin nor the Amalgamation Sub has received any notice relating to the revocation or modification of any such licenses, registrations, permits, consents or qualifications which would, if the subject of an unfavourable decision, ruling or finding, have a material adverse affect on the business, operations, condition (financial or otherwise) or prospects of Quentin or the Quentin Subsidiary other than as disclosed in the Disclosure Record;
- (g) except as disclosed in the Disclosure Record, there are no orders ceasing or suspending the trading of any securities of Quentin or the Amalgamation Sub or prohibiting the sale of any securities by Quentin or the Amalgamation Sub, nor any current, pending, or to Quentin’s knowledge any contemplated or threatened, proceedings for this purpose, nor to Quentin’s knowledge any grounds therefor;
- (h) the authorized capital of Quentin consists of an unlimited number of common shares without par value, of which 7,685,012 common shares are duly authorized, issued and

outstanding as fully paid and non-assessable, and to Quentin's knowledge all of the issued and outstanding common shares of Quentin are free and clear of all liens, charges, encumbrances, claims, demands and other adverse interests of any nature or kind;

- (i) the authorized capital of the Amalgamation Sub consists of an unlimited number of common shares without par value, of which one common share is duly authorized, issued and outstanding as fully paid and non-assessable, free and clear of all liens, charges, encumbrances, claims, demands and other adverse interests of any nature or kind. Quentin is the sole shareholder of Amalgamation Sub;
- (j) each of Quentin and the Amalgamation Sub is not a party to, and has not granted, any agreement, warrant, option, right or privilege, or any of the foregoing capable of becoming an agreement, warrant, option right or privilege, for the purchase, subscription or issuance of any of its securities other than as disclosed in the Disclosure Record;
- (k) Quentin has full corporate power and authority, and has taken all necessary corporate action, to enter into, execute, deliver and perform its obligations under each of this Agreement, the Unit Offering Subscription Agreements, the Escrow Agreement, the Quentin Warrant Certificates and the Quentin Agent's Warrant Certificates (collectively, the "**Quentin Transaction Documents**"), and as at the Closing Time on the Unit Closing Date, each of the Quentin Transaction Documents will be duly and validly authorized, executed and delivered and constitute a legal, valid and binding obligation of Quentin enforceable in accordance with their respective terms;
- (l) Quentin has full corporate power and authority, and has taken all necessary corporate action, to (as applicable) create, offer, sell, issue and deliver the Quentin Shares, Quentin Warrants, Quentin Warrant Shares, Quentin Agent's Warrants and the Quentin Agent's Warrant Shares, and such securities will be duly and validly authorized and issued as fully paid and non-assessable securities;
- (m) Quentin is not in default or breach of, and the execution and delivery of each of the Quentin Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a default or breach of, and do not create a state of facts which, after notice or lapse of time or both, will result in a default or breach of, and do not and will not conflict with, any of the terms, conditions or provisions of: (i) its constating documents or resolutions; (ii) any indenture, contract, instrument, lease or other agreement (written or oral) to which Quentin is or will be a party or contractually bound as of the Closing Time on the Unit Closing Date; or (iii) to the best of Quentin's knowledge, any laws, by-laws, ordinances, rules, regulations, policies, judgments, decrees or orders of any court, governmental authority or administrative body whatsoever having jurisdiction over it or its property or assets in any material respect;
- (n) all information regarding Quentin that is or has been made publicly available by Quentin or is or has been authorized to be made publicly available by Quentin, together with all information prepared by Quentin and provided to the Agent or a Purchaser (the "**Disclosure Record**"), is in all material respects accurate and omits no facts, the omission of which makes the Disclosure Record, or any particulars therein, misleading or incorrect;
- (o) other than as disclosed in the Disclosure Record, there has not been any material adverse change in the properties, assets, liabilities, obligations, business, operations, condition (financial or otherwise) or prospects of Quentin (absolute, accrued, contingent or

otherwise) from that disclosed in the Disclosure Record, and there has not been any material adverse change in the business, operations or condition (financial or otherwise) or results of the operations of Quentin since July 31, 2015 and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the business of Quentin;

- (p) other than as disclosed in the Disclosure Record, since incorporation, Quentin has not entered into any material transactions, or entered into any Material Contracts, which have not been promptly and properly authorized by directors' or shareholders' resolution filed in its respective minute books and otherwise promptly and properly recorded in its respective financial books and records;
- (q) other than as disclosed in the Disclosure Record, since incorporation, the related parties of Quentin have not had any material interest, direct or indirect, in any prior, existing or proposed transaction which was, is or will be material to Quentin except as promptly and properly authorized by directors' or shareholders' resolution filed in its respective minute books;
- (r) all Material Contracts to which Quentin is or will be a party or contractually bound at the Closing Time on the Unit Closing Date have been duly and validly authorized, executed and delivered, is in good standing in all material respects in accordance with their respective terms, and constitute a legal, valid and binding obligation of Quentin enforceable in accordance with their respective terms;
- (s) there are no current, pending, or to Quentin's knowledge, any contemplated or threatened, actions, suits, inquiries or proceedings to which Quentin is a party or to which the property or assets of Quentin are subject, that would, if the subject of an unfavourable decision, ruling or finding, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Quentin;
- (t) the audited financial statements of Quentin as at and for the years ended July 31, 2015 and 2014 and for the six-month period ended January 31, 2016 (collectively, the "**Quentin Financial Statements**") present fairly, in all material respects, the financial position of Quentin as at the dates set out therein and the results of its operations and the changes in its financial position for the periods then ended, in accordance with Canadian generally accepted accounting principles or International Financial Reporting Standards, as applicable, consistently applied;
- (u) Quentin has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its common shares or other securities of any class, or, directly or indirectly, redeemed, repurchased or otherwise acquired any of its common shares or other securities, or agreed to do any of the foregoing;
- (v) there is not, in the constating documents of Quentin, or in any indenture, contract, instrument, lease or other agreement (written or oral) to which Quentin is a party or contractually bound, any restriction upon or impediment to the declaration and payment of dividends by the directors of Quentin;
- (w) Computershare Investor Services Inc. has been duly appointed as the transfer agent and registrar for all of the outstanding common shares of Quentin;

- (x) in respect of the Offering, Quentin's representations and warranties in the Quentin Transaction Documents and any other written or oral representations made by Quentin to a Purchaser or potential Purchaser or the Agent in connection with the Offering will be accurate in all material respects at the Closing Time on the Unit Closing Date and will omit no fact, the omission of which will make any such representation or warranty misleading or incorrect;
- (y) Quentin is not a party to any contracts of employment;
- (z) the auditors of Quentin who audited the Quentin Financial Statements and delivered their report with respect thereto, were at the relevant time independent chartered accountants;
- (aa) the minute books of Quentin, as made available to the Agent and its counsel, are true and complete in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;
- (bb) Quentin has filed all tax returns and other reports required to be filed other than returns for 2009-2015, and has paid all taxes and related charges of any kind whatsoever due and payable and otherwise established reserves on its books and records that are adequate for the payment of all such taxes and related charges of any kind whatsoever not yet due and payable. No taxes are payable for the years in which no tax return was filed;
- (cc) there are no current, pending, or to Quentin's knowledge any contemplated or threatened, audits of the tax returns of or other reports required to be filed by Quentin (whether federal, provincial, local or foreign), and there are no claims or grounds therefor which have been or may be asserted relating to any such tax returns and other reports, and there are no liens for taxes or related charges on the properties and assets of Quentin;
- (dd) neither Canada Revenue Agency, the Internal Revenue Service of the United States nor any other taxation authority has asserted, or to Quentin's knowledge contemplated or threatened to assert, any claim, assessment or liability for taxes or related charges due or to become due in connection with any review or examination of the tax returns of or other reports required to be filed by Quentin for any taxation or reporting year;
- (ee) to Quentin's knowledge, in the last ten years, none of the directors or officers of Quentin or any of its subsidiaries is or has been subject to prior criminal or bankruptcy proceedings;
- (ff) the information and statements set forth in the Disclosure Record, as such relate to Quentin, are true, correct and complete in all material respects and do not contain any misrepresentation, as of the respective dates of such information or statements; and
- (gg) the information supplied by management of Quentin to the Agent and their counsel in connection with the due diligence conducted by them, including any information, was, or, if supplied after the date hereof, will at the date of supply be, true and accurate in all material respects.

4.2 The representations and warranties of Quentin contained in this Agreement shall be true and correct at the Closing Time on the Unit Closing Date as though they were made at the Closing Time on the Unit Closing Date.

5. Representations and Warranties of the Agent

5.1 The Agent represents and warrants to the Corporation and Quentin and acknowledges that the Corporation and Quentin is relying upon such representations and warranties, that:

- (a) it has full corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (b) it, and each dealer appointed by it as its agent to assist in the Offering, will be appropriately registered under the applicable securities laws of the Offering Jurisdictions so as to permit it to lawfully fulfil its obligations hereunder;
- (c) it, and each dealer appointed by it as its agent to assist in the Offering, will be an “accredited investor” as defined in section 2.3 of NI 45-106 by virtue of being a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- (d) it will obtain a duly completed and executed SR Subscription Agreements and Unit Subscription Agreements and all applicable undertakings and other forms required under applicable securities laws for the purchase and sale of the Subscription Receipts and the Quentin Units, as applicable, from each Purchaser;
- (e) it is a member in good standing of the Exchange; and
- (f) it will conduct the Offering in accordance with all applicable securities laws.

5.2 The representations and warranties of the Agent contained in this Agreement shall be true and correct at the Closing Time as though they were made at the Closing Time.

6. Covenants of the Corporation and Quentin

6.1 The Corporation and Quentin each covenants to and with the Agent that it will:

- (a) allow the Agent and its counsel to conduct all due diligence in connection with the Offering which the Agent may reasonably require;
- (b) during the period commencing on the date hereof and ending at the Escrow Release Date, promptly inform the Agent of:
 - (i) any material change (actual, proposed, anticipated, threatened or prospective, whether financial or otherwise) in or affecting any of the representations and warranties of the Corporation or Quentin, as applicable, made in this Agreement;
 - (ii) any material change (actual, proposed, anticipated, threatened or prospective, whether financial or otherwise) in or affecting the assets, properties, liabilities, obligations, business, operations, affairs, prospects or condition (financial or otherwise), or the capital or control of the Corporation or Quentin, as applicable; and
 - (iii) any communication to or from any securities commission, stock exchange or similar regulatory authority or any other competent authority relating to the

Corporation or Quentin, their respective directors, officers, promoters and other insiders, or the Offering, and provide a copy thereof to the Agent;

- (c) during the period commencing on the date hereof and ending at the Escrow Release Date (or such longer period as may be specified in the respective representation, warrant, covenant or condition), do all such acts and things required to ensure that:
- (i) all of the representations and warranties of the Corporation or Quentin, as applicable contained in the SR Transaction Documents and the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto remain true and correct at all times;
 - (ii) all of the covenants and conditions to be satisfied and observed by the Corporation or Quentin, as applicable, contained in the SR Transaction Documents and the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto are satisfied and observed as soon as is practicable and thereafter remain satisfied and observed at all times; and
 - (iii) all of the closing conditions contained in the SR Transaction Documents and the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto are met,

and otherwise refrain from doing all such acts and things that would result in any of the foregoing representations and warranties being untrue or incorrect, the foregoing covenants and conditions being unsatisfied or unobserved or the foregoing closing conditions unmet;

- (d) prior to the Closing Time on each of the SR Closing Date and the Unit Closing Date, use its best efforts to obtain any necessary corporate, regulatory and third party approvals and consents to the Offering on such terms as are acceptable to the Agent acting reasonably, and comply with all regulatory requirements applicable to the offering and sale of the Subscription Receipts and the Quentin Units on a “private placement” basis and the issuance of the Agent’s Warrants, the Quentin Agent’s Warrants and the Corporate Finance Fee Units, as contemplated by the Offering;
- (e) duly, punctually and faithfully fulfill all legal requirements to permit the creation, offering, sale, issuance and delivery of the Subscription Receipts, Shares, Warrants, Agent’s Warrants, Quentin Shares, Quentin Warrants, Quentin Agent’s Warrants, Corporate Finance Fee Units and any underlying securities issued under the conversion or exercise thereof, in accordance with the SR Transaction Documents and the Quentin Transaction Documents, as applicable, including without limitation, compliance with all applicable securities legislation in respect of the conduct of the Offering and the distribution of the Subscription Receipts, Shares, Warrants, Agent’s Warrants, Quentin Shares, Quentin Warrants, Quentin Agent’s Warrants, Corporate Finance Fee Units and any underlying securities issued under the conversion or exercise thereof;
- (f) ensure that the offer, sale and distribution of the Subscription Receipts, Shares, Warrants, Agent’s Warrants, Quentin Shares, Quentin Warrants, Quentin Agent’s Warrants, Corporate Finance Fee Units and any underlying securities issued under the conversion or exercise thereof, will fully comply with the requirements of applicable securities

legislation in the Offering Jurisdiction and the policies of the Exchange in relation to the offer, sale and distribution of the Subscription Receipts, Shares, Warrants, Agent's Warrants, Quentin Shares, Quentin Warrants, Quentin Agent's Warrants, Corporate Finance Fee Units and any underlying securities issued under the conversion or exercise thereof;

- (g) use its reasonable best efforts to maintain the listing of Quentin Shares on the Exchange from the date hereof until the Unit Closing Date and for a period of twelve (12) months thereafter following the expiration of the Quentin Agent's Warrants and the Quentin Warrants;
- (h) duly and punctually perform all the obligations to be performed by it under the SR Transaction Documents and the Quentin Transaction Documents, as applicable;
- (i) enter into and accept, no later than the SR Closing Date or the Unit Closing Date, as applicable, the SR Subscription Agreements or the Unit Subscription Agreements, as applicable, with each Purchaser in the form as agreed to between the Corporation, or Quentin, as applicable, and the Agent and their respective counsel, subject to the Corporation's or Quentin's, as applicable, right acting reasonably, to reject any such subscription agreements;
- (j) fulfill its obligations with respect to the Subscription Receipts as set out in the SR Subscription Agreements; and with respect to the Quentin Units as set out in the Unit Subscription Agreements;
- (k) at the Effective Time, exchange the Agent's Warrants for Quentin Agent's Warrants on a one for one basis;
- (l) obtain Exchange approval for the listing of Quentin Shares, Quentin Warrant Shares, Quentin Agent's Warrant Shares and the Quentin Shares issuable in as part of the Corporate Finance Fee Units, including Quentin Shares issuable upon the exercise of the Quentin Warrants issued as part of the Corporate Finance Fee Units;
- (m) prior to the Escrow Release Date, use its best efforts to obtain any necessary corporate, regulatory and third party approvals and consents to the Transaction on such terms as are acceptable to the Agent acting reasonably, and comply with all Exchange and regulatory requirements applicable to Transaction;
- (n) use its best efforts to satisfy the conditions for the closing of the Offering set out herein;
- (o) during the period from the date hereof to the Escrow Release Date, obtain the prior approval of the Agent, as to the content and form of any press release relating to the Offering, which approval shall not be unreasonably withheld or delayed;
- (p) not amend, modify, delete or waive any material provision of the Amalgamation Agreement, or amend any material provision of the Amalgamation Agreement prior to the Escrow Release Date without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed; and
- (q) advise the Agent of any one or more actions, circumstances, events, individually or in the aggregate, that gives rise to the reasonable expectation that any of the conditions to the

closing of the Amalgamation contained in the Amalgamation Agreement, will not be satisfied.

7. Covenants of the Agent

7.1 The Agent covenants to and with the Corporation that it will:

- (a) use its commercially reasonable efforts to solicit subscriptions for Subscription Receipts in the Offering Jurisdictions pursuant to the SR Offering;
- (b) use its commercially reasonable efforts to solicit subscriptions for Quentin Units in the of Provinces of British Columbia and Alberta pursuant to the Unit Offering;
- (c) not offer or sell Subscription Receipts in any jurisdiction other than the Offering Jurisdictions (unless subsequently agreed to by the Corporation) and the terms and conditions set forth in this Agreement;
- (d) not offer or sell Quentin Units in any jurisdiction other than of Provinces of British Columbia and Alberta (unless subsequently agreed to by Quentin) and the terms and conditions set forth in this Agreement;
- (e) obtain from each Purchaser a completed and executed SR Subscription Agreements and Unit Subscription Agreements, as applicable; and
- (f) not conduct any general solicitation or general advertising in connection with the Offering, including advertisements, notices, articles or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television or electronically, other than a tombstone advertisement announcing the completion of the Offering.

8. Conditions of Closing

8.1 The completion of the SR Offering on the SR Closing Date and the Unit Offering on the Unit Closing Date and the other transactions contemplated herein is subject to the following conditions for the benefit of the Agent:

- (a) all of the representations and warranties of the Corporation and Quentin contained in the SR Transaction Documents and the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto being true and accurate in all material respects as of the SR Closing Date or the Unit Closing Date, as applicable, with the same force and effect as if made as at the Closing Time;
- (b) all of the covenants and conditions of the Corporation and Quentin to be satisfied and observed prior to and as at the applicable Closing Time contained in the SR Transaction Documents and the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto, as applicable, having been satisfied and observed by the Corporation and Quentin prior to and as at the Closing Time;

- (c) the Corporation and Quentin having obtained all necessary corporate, Exchange, regulatory and third party approvals and consents to the Offering on such terms as are acceptable to the Agent, acting reasonably;
- (d) the Corporation and Quentin, as applicable, having duly, punctually and faithfully fulfilled all legal requirements to permit the creation, offering, sale, issuance and delivery of the Subscription Receipts, Shares, Warrants, Agent's Warrants, Quentin Shares, Quentin Warrants, Quentin Agent's Warrants and Corporate Finance Fee Units, and any underlying securities issued under the conversion or exercise thereof in accordance with the SR Transaction Documents or the Quentin Transaction Documents, as applicable, and all legal requirements otherwise required in connection with the Offering;
- (e) the Corporation having all necessary corporate power and authority and having taken all necessary corporate action to authorize and enter into, execute and deliver the SR Transaction Documents and perform its obligations thereunder, including but not limited to the issuance of the Subscription Receipts, Shares, Warrants, Agent's Warrants, and any underlying securities issued under the conversion or exercise thereof and the Corporation having duly and validly executed and delivered the SR Transaction Documents;
- (f) Quentin having all necessary corporate power and authority and having taken all necessary corporate action to authorize and enter into, execute and deliver the Quentin Transaction Documents and perform its obligations thereunder, including but not limited to the issuance of the Quentin Shares, Quentin Warrants, Quentin Agent's Warrants and the Corporate Finance Fee Units, and any underlying securities issued under the exercise thereof, and Quentin having duly and validly executed and delivered the Quentin Transaction Documents;
- (g) the Corporation having restructured an existing \$930,000 credit facility (the "**Credit Facility**") as follows: (i) \$350,000 of the Credit Facility will be retired using the proceeds of a side car private placement of units of the Corporation, such units having the same terms as the Units; and (ii) \$580,000 of the Credit Facility will be restructured as an unsecured 7% convertible debenture due 18 months from the SR Closing Date and convertible into Shares at \$0.30 per Share;
- (h) the Agent having received at the closing of the SR Offering a favourable legal opinion of Cassels Brock and Blackwell LLP, counsel to the Corporation, addressed to the Agent, the Agent's counsel and each of the Purchasers, acceptable in all reasonable respects to the Agent's counsel, as to the following matters:
 - (i) as to the valid existence and good standing of the Corporation under the laws of its jurisdiction of incorporation;
 - (ii) the Corporation has all requisite corporate power and authority to conduct the business now and as proposed to be conducted, and to own, lease and operate its properties and assets;
 - (iii) as to the authorized share capital and the issued and outstanding share capital of the Corporation;
 - (iv) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to create, offer, sell, issue and deliver the

Subscription Receipts, Agent's Warrants and any underlying securities issued under the conversion or exercise thereof and as at the Escrow Release Date, and such securities will be duly and validly authorized and issued as fully paid and non-assessable;

- (v) the Corporation has full corporate power and authority, and has taken all necessary corporate action, to enter into, execute, deliver and perform its obligations under each of the SR Transaction Documents;
- (vi) each of the SR Transaction Documents has been duly and validly authorized, executed and delivered by the Corporation and constitute a legal, valid and binding obligation of the Corporation enforceable in accordance with their respective terms subject to such exceptions and limitations considered appropriate by counsel for the Corporation;
- (vii) the execution and delivery of each of the SR Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a breach of or default under, and do not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with, any of the terms, conditions or provisions of (i) the constating documents of the Corporation or resolutions; (ii) to the best of counsel's knowledge, any indenture, contract, instrument, lease or other agreement (written or oral) to which the Corporation is or will be a party or contractually bound as of the Closing Time; or (iii) to the best of counsel's knowledge, any laws applicable to the Corporation or any judgments, decrees or orders of any court, governmental authority or administrative body whatsoever having jurisdiction over the Corporation or its respective properties or assets;
- (iv) the offering, sale, issuance and delivery of the Subscription Receipts, Shares, Warrants, Agent's Warrants and any underlying securities issued under the conversion or exercise thereof, to the Purchasers being exempt from the prospectus requirements of the securities laws of the Offering Jurisdictions;
- (v) as to the first trade of the Subscription Receipts, Shares, Warrants, Agent's Warrants and any underlying securities issued on conversion or exercise thereof; and
- (vi) any additional matters requested by the Agent or the Agent's counsel, acting reasonably.

In giving the opinions contemplated above, counsel to the Corporation shall be entitled to rely, where appropriate, upon such opinions of local counsel that are in form and substance satisfactory to Agent's counsel, and shall be entitled to rely, as to matters of fact, upon the representations and warranties of Purchasers in the executed SR Subscription Agreements, the representations and warranties of the Agent in this Agreement, certificates and documents of public officials, and an Officers' Certificate of the Corporation in form and substance satisfactory to Agent's counsel acting reasonably;

- (i) the Agent having received at the closing of the SR Offering a favourable legal opinion of Apogee Law Group, U.S. counsel to the Corporation, addressed to the Agent, the Agent's counsel and each of the Purchasers, acceptable in all reasonable respects to the Agent's counsel, as to the following matters:
 - (i) as to the valid existence and good standing of the Subsidiary under the laws of its jurisdiction of incorporation;
 - (ii) the Subsidiary has all requisite corporate power and authority to conduct the business now and as proposed to be conducted, and to own, lease and operate its properties and assets;
 - (iii) as to the authorized share capital and the issued and outstanding share capital of the Subsidiary; and
 - (iv) as to the registered holder of the issued and outstanding capital of the Subsidiary.
- (j) the Agent having received an Officers' Certificate from the Corporation dated the SR Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, or by such other officers acceptable to the Agent, certifying certain matters reasonably requested by the Agent including but not limited to:
 - (i) all of the representations and warranties of the Corporation and the Subsidiary contained in the SR Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto were true and correct at all material times and are true and correct at the Closing Time;
 - (ii) all of the covenants and conditions to be satisfied and observed by the Corporation and the Subsidiary contained in the SR Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto were satisfied and observed at all material times and are satisfied and observed at the Closing Time;
 - (iii) since the date hereof, there has been no actual material adverse change in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation;
 - (iv) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation (including the Subscription Receipts, Shares, Warrants, Agent's Warrants and any underlying securities issued under the conversion or exercise thereof) is currently in effect and no proceedings for such purposes are pending, or, to the knowledge of such officers, contemplated or threatened;
 - (v) the execution and delivery of the SR Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a breach of, and do not create a state of facts which, after notice, or lapse of time or both, will result in a breach of, and do not and will not conflict with, any of the terms, conditions or provisions of the constating documents or articles, of the Corporation or any written trust indenture, agreement, or instrument to which the Corporation is contractually bound as at the Closing Time;

- (vi) all of the closing conditions contained in the SR Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto have been met at the Closing Time; and
 - (vii) any additional matters requested by the Agent or the Agent's counsel, acting reasonably.
- (k) the Agent having received at the closing of the Unit Offering a favourable legal opinion of Cassels Brock & Blackwell LLP (or such other law firm or firms reasonably acceptable to the Agent), addressed to the Agent, the Agent's counsel and each of the Purchasers, acceptable in all reasonable respects to the Agent's counsel, as to the following matters:
- (i) as to the valid existence and good standing of Quentin and the Amalgamation Sub under the laws of its jurisdiction of incorporation;
 - (ii) Quentin is a reporting issuer under the securities laws of the Reporting Jurisdictions and is not included in a list of defaulting reporting issuers maintained pursuant to the securities laws of each of the Reporting Jurisdictions;
 - (iii) each of Quentin and the Amalgamation Sub has all requisite corporate power and authority to conduct the business now and as proposed to be conducted, and to own, lease and operate its properties and assets;
 - (iv) as to the authorized and issued and outstanding capital of Quentin and the Amalgamation Sub;
 - (v) as to the registered holder of the issued and outstanding capital of the Amalgamation Sub;
 - (vi) Quentin Shares and Quentin Warrants that form the Quentin Units, the Quentin Warrant Shares, the Quentin Shares and Quentin Warrants issuable as the Corporate Finance Fee Units, Quentin Agent's Warrants and Quentin Agent's Warrant Shares have been validly authorized created, and when issued and delivered on the Unit Closing Date will be issued as fully paid and non-assessable securities of Quentin;
 - (vii) none of the execution and delivery of the Quentin Transaction Documents, the performance by Quentin of its obligations hereunder and thereunder will conflict with or result in any breach of the constating documents or by-laws of Quentin or any resolutions of the directors or shareholders of Quentin;
 - (viii) each of the Quentin Transaction Documents, as applicable, when issued, has been duly authorized, executed and delivered by Quentin, and constitutes valid and legally binding agreements of Quentin enforceable against it in accordance with its terms;
 - (ix) the offering, sale, issuance and delivery of the Quentin Shares and Quentin Warrants that form the Quentin Units, the Quentin Agent's Warrants and the Corporate Finance Fee Units, when issued, and any underlying securities issued upon exercise thereof being exempt from the prospectus requirements of the securities laws of the Offering Jurisdictions;

- (x) as to the first trade of the Quentin Shares and Quentin Warrants that form the Quentin Units, the Quentin Warrant Shares, Quentin Agent's Warrants, the Quentin Agent's Shares and the Corporate Finance Fee Units and the underlying securities; and
 - (xi) any additional matters requested by the Agent or the Agent's counsel, acting reasonably.
- (l) the Agent having received an Officers' Certificate from Quentin dated the Unit Closing Date, signed by the Chief Executive Officer and a Director of Quentin, or by such other officers acceptable to the Agent, certifying certain matters reasonably requested by the Agent including but not limited to:
- (i) all of the representations and warranties of Quentin contained in the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto were true and correct at all material times and are true and correct at the Closing Time;
 - (ii) all of the covenants and conditions to be satisfied and observed by Quentin contained in the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto were satisfied and observed at all material times and are satisfied and observed at the Closing Time;
 - (iii) since the date hereof, there has been no actual material adverse change in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of Quentin;
 - (iv) the execution and delivery of the Quentin Transaction Documents and the performance of the transactions contemplated thereby do not and will not result in a breach of, and do not create a state of facts which, after notice, or lapse of time or both, will result in a breach of, and do not and will not conflict with, any of the terms, conditions or provisions of the constating documents or articles, of Quentin or any written trust indenture, agreement, or instrument to which Quentin is contractually bound as at the Closing Time;
 - (v) all of the closing conditions contained in the Quentin Transaction Documents and any agreements, instruments, certificates or other documents delivered by it pursuant thereto or supplemental thereto have been met at the Closing Time;
 - (vi) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of Quentin is currently in effect and no proceedings for such purposes are pending, or, to the knowledge of such officers, contemplated or threatened;
 - (vii) Quentin is a "reporting issuer" not in default under the securities laws of the Reporting Jurisdictions and no material change relating to Quentin has occurred with respect to which the requisite material change report has not been filed unless the Offering contemplated hereby constitutes a material change and no disclosure of any material change has been made on a confidential basis;

- (viii) the Disclosure Record does not contain a “misrepresentation” as defined in the applicable securities legislation of the Offering Jurisdictions as at the date of such filing; and
- (ix) any additional matters requested by the Agent or the Agent’s counsel, acting reasonably.

9. SR Offering Closing

9.1 The completion of the purchase and sale of the Subscription Receipts and the other transactions contemplated herein shall be completed at the offices of Cassels Brock & Blackwell LLP, Vancouver, British Columbia, on the SR Closing Date at the Closing Time as may be mutually agreed upon by the Corporation and the Agent.

9.2 On the SR Closing Date, the Agent, on behalf of the Purchasers, will deliver to the Corporation’s counsel, a bank draft, certified cheque or by wire transfer payable to the Escrow Agent in an amount representing the aggregate subscription price for the Subscription Receipts subscribed for hereunder less the Agent’s reasonable out-of-pocket expenses of the SR Offering which have not otherwise been paid.

9.3 On the SR Closing Date, subject to the conditions in Section 8.1 hereof being satisfied, the Corporation shall deliver to the Agent:

- (i) copies of all directors’ and shareholders’ resolutions, regulatory and third party approvals and consents as may be requested by the Agent;
- (ii) copies of the SR Transaction Documents, duly executed by the Corporation;
- (iii) the certificates representing the Subscription Receipts, in such amounts and registrations requested by the Agent;
- (iv) the requisite legal opinions and officers’ certificates contemplated herein;
- (v) copies of approvals and other documents as may have been reasonably requested by the Agent on behalf of the Purchasers in connection with the SR Offering; and
- (vi) such further documentation as may be contemplated herein or as may be requested by the Agent or the Agent’s counsel.

9.4 At the Closing, subject to the conditions in Section 8.1 hereof being satisfied, Quentin shall deliver to the Agent:

- (i) copies of all directors’ and shareholders’ resolutions, regulatory and third party approvals and consents as may be requested by the Agent;
- (ii) copies of this Agreement and the Escrow Agreement, duly executed by Quentin; and
- (iii) such further documentation as may be contemplated herein or as may be requested by the Agent or the Agent’s counsel.

9.5 At the Escrow Release Date, subject to conditions under Section 8.1 hereof being satisfied, the Corporation shall deliver to the Agent:

- (i) a certified cheque, bank draft or wire transfer representing the Agent's Cash Commission;
- (ii) the certificates or confirmations of electronic deposit representing the Shares and Warrants subscribed for, in such amounts and registrations requested by the Agent;
- (iii) the certificates representing the Agent's Warrants, as applicable; and
- (iv) evidence of all necessary regulatory and shareholder approvals, including the consent of the Exchange, for the Transaction.

9.6 At the Effective Time, subject to the conditions under Section 8.1 hereof being satisfied, Quentin shall deliver to the Agent the Quentin Agent's Warrants and the Corporate Finance Fee Units in such amounts and registrations as requested by the Agent.

10. Unit Offering Closing

10.1 The completion of the purchase and sale of the Quentin Units and the other transactions contemplated herein shall be completed at the offices of Cassels Brock & Blackwell LLP, Vancouver, British Columbia, on the Unit Closing Date at the Closing Time as may be mutually agreed upon by Quentin and the Agent.

10.2 On the Unit Closing Date, the Agent, on behalf of the Purchasers, will deliver to Quentin's counsel, a bank draft, certified cheque or by wire transfer payable to Quentin in an amount representing the aggregate subscription price for the Quentin Units subscribed for hereunder less the Quentin Agent's Cash Commission and the Agent's reasonable out-of-pocket expenses of the Unit Offering which have not otherwise been paid.

10.3 On the Unit Closing Date, subject to the conditions in Section 8.1 hereof being satisfied, Quentin shall deliver to the Agent:

- (i) copies of all directors' and shareholders' resolutions, regulatory and third party approvals and consents as may be requested by the Agent;
- (ii) copies of the Quentin Transaction Documents which haven not otherwise been provided, duly executed by Quentin;
- (iii) the certificates representing the Quentin Shares, Quentin Warrants and Quentin Agent's Warrants, in such amounts and registrations requested by the Agent;
- (iv) the requisite legal opinions and officers' certificates contemplated herein;
- (v) copies of approvals and other documents as may have been reasonably requested by the Agent on behalf of the Purchasers in connection with the Unit Offering; and

- (vi) such further documentation as may be contemplated herein or as may be requested by the Agent or the Agent's counsel.

11. Restrictions on Further Issues or Sales and Right of First Refusal.

11.1 During the period commencing the date of the Engagement Letter and ending on the day which is 90 days following the SR Closing Date, neither the Corporation nor Quentin shall, (and, for greater certainty, shall not publicly announce any intention to do any of the following) without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed): (i) issue any Common Shares (or financial instruments convertible or exchangeable into Shares) or Quentin Shares; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Shares or Quentin Shares, where any such swap or other arrangement may be settled by delivery of Shares or Quentin Shares or other securities, in cash or otherwise, other than: (i) the issue of securities in connection with the Offering and the Transaction; (ii) the future grant or exercise of stock options of the Corporation and Quentin; (iii) pursuant to the exercise of outstanding common share purchase warrants.

11.2 Each of the Corporation and Quentin hereby grants to the Agent the right but not the obligation, to participate in all financings of Quentin, excluding any traditional bank, operating line of credit or receivables financing (a "**Subsequent Financing**"), which right will be exercisable commencing on the SR Closing Date and for a period of 12 months from the SR Closing Date. Quentin will deliver to the Agent written notice of the terms of any Subsequent Financing, or proposed engagement by another broker/dealer during that period. The Agent shall have 10 days to exercise its first right to participate on the same terms and conditions as contemplated in the Subsequent Financing. Should the Agent waive its right to participate in a Subsequent Financing, the right shall terminate for that specific transaction only.

12. Expenses

12.1 Whether or not Closing occurs, the Corporation shall pay all costs, fees and expenses of or incidental to this Agreement and the matters contemplated herein, and the performance thereof, including, but not limited to:

- (a) the cost of preparing, printing and processing the SR Subscription Agreements and the Quentin Subscription Agreements and this Agreement;
- (b) the cost of registration, countersignature, and delivery of the Subscription Receipts, Shares, Warrants, Agent's Warrants, Quentin Shares, Quentin Warrants, Quentin Agent's Warrants or the Corporate Finance Fee Units;
- (c) the cost of preparing, printing and filing all securities filings required in connection with the Offering; and
- (d) the Agent's reasonable out-of-pocket costs and expenses (including the fees of Agent's counsel, which shall not exceed \$35,000 plus disbursements and taxes without the prior written consent of the Corporation).

12.2 Any amounts payable to the Agent pursuant to the provisions of this Section 12.2 hereof shall be paid by the Corporation from time to time upon receipt an invoice thereof from the Agent.

13. Indemnities

13.1 Each of the Corporation and Quentin, as it relates to such party, hereby covenants and agrees to protect, indemnify and hold harmless the Agent and its directors, officers, employees, solicitors and agents (each being individually, an “**Indemnified Party**” and, collectively, the “**Indemnified Parties**”) from and against all losses, claims, costs, damages or liabilities which they may suffer or incur caused by or arising directly or indirectly by reason of:

- (a) any material information or statement (except any information or statement relating solely to and supplied by the Agent) contained in the Disclosure Record being or being alleged to be a misrepresentation;
- (b) the omission to state in the Disclosure Record or Schedule “A” a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which it was made (except the omission to state a material fact relating solely to the Agent);
- (c) the Corporation or Quentin not complying with any requirement of any securities legislation or regulatory requirements in connection with the Offering;
- (d) any order made or any inquiry, investigation or proceeding commenced or threatened by any regulatory authority based upon an allegation that any untrue statement or alleged omission or any misrepresentation or alleged misrepresentation in the Disclosure Record exists (except information and statements relating solely to the Agent) which prevents or restricts the trading in or distribution of the Subscription Receipts, Shares, Warrants, Agent’s Warrants, Quentin Shares, Quentin Warrants, Quentin Agent’s Warrants, Corporate Finance Fee Units, and any underlying securities issued under the conversion thereof;
- (e) the Corporation’s failure to comply with any of its obligations hereunder including any breach of or default under any representation, warranty, covenant or agreement of the Corporation in any of the SR Transaction Documents;
- (f) Quentin’s failure to comply with any of its obligations hereunder including any breach of or default under any representation, warranty, covenant or agreement of Quentin in the Quentin Transaction Documents; or
- (g) any material untrue statements in or omissions from any public disclosure documentation supplied by the Corporation and relied upon by the Agent in the performance of its duties,

or otherwise by reason of the performance of professional services rendered by an Indemnified Party to the Corporation or Quentin, always provided that this indemnity shall not apply to a particular Indemnified Party to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that (i) said particular Indemnified Party has been grossly negligent or exercised bad faith in the course of such performance, and (ii) the expenses, losses, claims, costs, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence or bad faith conduct referred to in (i).

13.2 If any action or claim shall be asserted against an Indemnified Party in respect of which indemnity may be sought from the Corporation or Quentin pursuant to the provisions hereof, or if any potential claim contemplated by this section shall come to the knowledge of an Indemnified Party, the

Indemnified Party shall promptly notify the Corporation or Quentin, as applicable, in writing of the nature of such action or claim (provided that any failure to so notify shall not affect the Corporation's or Quentin's liability, as applicable under this paragraph unless such delay has prejudiced the defense to such claim). The Corporation or Quentin, as applicable, shall assume the defense thereof at its expense, provided, however that the defense shall be through legal counsel acceptable to the Indemnified Party, acting reasonably. In addition, the Indemnified Party shall also have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expense of such counsel shall be borne by the Corporation or Quentin, as applicable, if:

- (a) the Indemnified Party has been advised by counsel, acting reasonably, that representation of the Corporation and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them; or
- (b) the Corporation or Quentin, as applicable, has failed within a reasonable time after receipt of such written notice to assume the defense of such action or claim.

13.3 It is understood and agreed that neither party shall effect any settlement of any such action or claim or make any admission of liability without the written consent of the other party, such consent not to be unreasonably withheld or delayed. The indemnities hereby provided for shall remain in full force and effect and shall not be limited to or affected by any other indemnity in respect of any matters specified in this section obtained by the Indemnified Party from any other person.

13.4 To the extent that any Indemnified Party is not a party to this Agreement, the Agent or the Corporation or Quentin, as the case may be, shall obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

13.5 The Corporation and Quentin hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to indemnification hereunder is brought against the Agent or any Indemnified Party and to the assignment of the benefit of this section to any Indemnified Party for the purpose of enforcement.

13.6 The Agent hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to indemnification hereunder is brought against the Corporation or any Indemnified Party or Quentin, as applicable, and to the assignment of the benefit of this section to any Indemnified party for the purpose of enforcement.

14. Contribution

14.1 In the event that, for any reason, other than the occurrence of any of the events itemized in (a) and (b) of Section 13, any indemnity provided for in Section 13 hereof is illegal or unenforceable, the Agent and the Corporation or Quentin, as applicable, shall contribute to the aggregate of all losses, claims, costs, damages, expenses or liabilities of the nature provided for in Section 13 such that the Agent shall be responsible for that portion represented by the percentage that the Agent's Cash Commission and the Quentin Agent's Cash Commission bear to the gross proceeds from the SR Offering and the Unit Offering, as applicable, and the Corporation or Quentin, as applicable, shall be responsible for the balance. Notwithstanding the foregoing, a person guilty of fraudulent misrepresentation shall not be entitled to contribution from any other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this section, notify such party or parties from whom contribution may be sought. In no case shall such party from whom contribution may be sought be liable under this Section 14 unless such notice shall have been provided,

but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this section. The right to contribution provided in this section shall be in addition to, and not in derogation of, any other right to contribution which the Agent or the Corporation and Quentin, as applicable, may have by statute or otherwise by law.

15. Termination Rights

15.1 The Agent shall be entitled, at its option, to terminate all of its obligations under this Agreement, and the obligations of any Purchaser under the SR Subscription Agreements and the Unit Subscription Agreements, by notice to that effect delivered to the Corporation at any time prior to the SR Closing Date or the Unit Closing Date, as applicable, in the event that:

- (a) *material change* - there should occur any material change (actual, contemplated or threatened) or any change in a material fact or occurrence of a material fact or event in the business, operations, assets, affairs, capital, condition or prospects (financial or otherwise) of the Corporation, the Subsidiary or Quentin which, in the opinion of the Agent, would reasonably be expected to have a significant adverse effect on the market price or value of the Subscription Receipts or the Quentin Shares;
- (b) *undisclosed fact* - the Agent determines that there exists any fact or circumstance not generally disclosed to the public or disclosed to the Agent which, in the sole opinion of the Agent, might reasonably be expected to have a significant adverse effect on (i) the market price or value of the Subscription Receipts or the Quentin Shares or (ii) the ability of the Corporation or Quentin to effect the Amalgamation;
- (c) *market out* - in the sole opinion of the Agent, the Subscription Receipts or the Quentin Units cannot be profitably marketed or that it is not in the interest of the Purchasers to complete the purchase and sale of the Subscription Receipts or the Quentin Units;
- (d) *disaster out* - if there should develop, occur or come into effect or existence any event, action, state, condition (including, without limitation, an act of terrorism) or major financial occurrence of national or international consequence or any law or regulation which in the reasonable opinion of the Agent significantly adversely affects, or involves, or will, or could reasonably be expected to, significantly adversely affect, the financial markets generally, the business, operations or affairs of the Corporation, the Subsidiary, Quentin or the market price or value of the Subscription Receipts or the Quentin Shares;
- (e) *cease trade* - any order to cease trading the securities of the Corporation or Quentin is made or threatened by a securities regulatory authority and that order is still in effect;
- (f) *regulatory out* - any inquiry, action, suit, investigation or other proceeding (whether formal or informal) in relation to the Corporation, the Subsidiary, Quentin or any of their respective directors, officers or principal shareholders is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality or any securities regulatory authority or any law or regulation is enacted or changed which, in the opinion of the Agent, acting reasonably, materially adversely affects, or may materially adversely affect, the Corporation or Quentin or the trading or distribution of the Subscription Receipts or the Quentin Shares or the market price or value of the Subscription Receipts or the Quentin Shares;

- (g) *non-compliance out* - the Corporation or Quentin shall be in breach of, default under or non-compliance with any representation, warranty, term or condition of this Agreement or the Subscription Agreements, as applicable; or
- (h) *due diligence* - the Agent is not satisfied with the results of its due diligence investigations in respect of the Corporation or Quentin.

15.2 If the Agent terminates this Agreement pursuant to this Section 15, there shall be no further liability on the part of the Agent or the Purchasers pursuant to this Agreement or the Subscription Agreements or otherwise in respect of the Offering. Notwithstanding termination of this Agreement pursuant to this section, the provisions of Sections 13, 14 and 15 shall survive such termination. The right of the Agent to terminate its obligations under this Agreement is in addition to such other remedies as it may have or have in respect of any default, act or failure to act of the Corporation or Quentin in respect of any of the matters contemplated by this Agreement.

16. Breach of Agreement

16.1 The Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance provided, however, that any waiver or extension must be in writing and signed by the Agent in order to be binding upon it.

17. Notices

17.1 Any notice under this Agreement shall be given in writing and either delivered, faxed or emailed to the party to receive such notice at the address, fax numbers or email address indicated below:

- (a) To the Corporation:

Identillect Technologies Corp.
2200 – 885 West Georgia St.
Vancouver, B.C. V6C 3E8

Attention: Todd Sexton

Email: tsexton@identillect.com

With a copy to the Corporation's counsel:

Cassels Brock & Blackwell LLP
2200 – 885 West Georgia St.
Vancouver, B.C. V6C 3E8

Attention: Jeff Durno
Facsimile No.: (604) 691-6120

Email: jdurno@casselsbrock.com

- (b) Quentin:

Quentin Ventures Ltd.
Suite 1600 – 609 Granville Street
Vancouver, British Columbia V7Y 1C3

Attention: Doug McFaul
Email: dmcfaul@emprisecapital.com

With a copy to the Quentin's counsel:

Thomas, Rondeau LLP
Suite 1780 – 400 Burrard Street
Vancouver, British Columbia V6C 3S6

Attention: Dale Rondeau
Email: drondeau@thomasrondeau.com

(c) To the Agent:

Canaccord Genuity Corp.
2200-609 Granville Street
Vancouver, British Columbia V7Y 1H2

Attention: Jamie Brown
Facsimile No.:(604) 643-7606

Email: jbrown@canaccordgenuity.com

With a copy to the Agent's counsel:

McMillan LLP
Suite 1500 – 1055 West Georgia Street
Vancouver, British Columbia V6E 4N7

Attention: Desmond Balakrishnan
Facsimile No.: (604) 685-7084

Email: desmond.balakrishnan@mcmillan.ca

or such other address or fax number as such party may hereafter designate by notice in writing to the other party. If a notice is delivered, it shall be effective from the date of delivery; if such notice is faxed or emailed (with receipt confirmed), it shall be effective on the business day following the date such notice is faxed or emailed.

18. Survival

18.1 All representations, warranties, and agreements of the Corporation contained herein or contained in any document submitted pursuant to this Agreement or in connection with the purchase of the Subscription Receipts shall survive the purchase of the Subscription Receipts by the Purchasers and shall continue in full force and effect unaffected by any subsequent disposition of the Subscription Receipts for a period of two (2) years from the Escrow Release Date or following the expiration of the Warrants.

19. Time of the Essence

19.1 Time shall, in all respects, be of the essence hereof.

20. Entire Agreement

20.1 The provisions herein contained constitute the entire agreement between the parties hereto and supersede all previous communications, representations, understandings and agreements between the parties with respect to the subject matter hereof, whether oral or written, including without limitation, the engagement letter dated August 13, 2015.

21. Further Assurances

21.1 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.

22. Severability

22.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

23. Successors and Assigns

23.1 The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and Quentin and the Agent and their respective successors and permitted assigns, provided that, except as herein provided, this Agreement shall not be assignable by any party without the written consent of the others.

24. Governing Law

24.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada, applicable therein.

25. Headings

25.1 The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

26. Singular and Plural, etc.

26.1 Where the context so requires, words importing the singular number include plural and vice versa, words importing individuals include corporations, societies, partnerships, trusts and other artificial constructs and vice versa; words importing gender include the opposite and neuter gender; words importing a particular form of artificial construct include all other forms of artificial constructs

interchangeably.

27. Counterparts

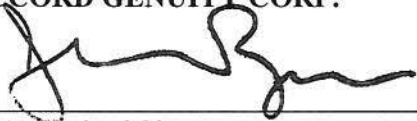
27.1 This Agreement may be executed in any number of counterparts all of which when taken together shall be deemed to be one and the same document and notwithstanding their actual date of execution shall be deemed to be dated as of the date first above written.

28. Effective Date

28.1 This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding the actual date of execution or delivery.

If the above is in accordance with your understanding, please sign and return to the Agent a copy of this letter, whereupon this letter and your acceptance shall constitute a binding agreement between the Corporation and the Agent.

CANACCORD GENUITY CORP.

Per:  _____
Authorized Signatory

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

IDENTILLECT TECHNOLOGIES CORP.

Per: _____
Authorized Signatory

QUENTIN VENTURES LTD.

Per: _____
Authorized Signatory

28. Effective Date

28.1 This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding the actual date of execution or delivery.

If the above is in accordance with your understanding, please sign and return to the Agent a copy of this letter, whereupon this letter and your acceptance shall constitute a binding agreement between the Corporation and the Agent.

CANACCORD GENUITY CORP.

Per: _____
Authorized Signatory

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

IDENTILLECT TECHNOLOGIES CORP.

Per: 
Authorized Signatory

QUENTIN VENTURES LTD.

Per: _____
Authorized Signatory

28. Effective Date

28.1 This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding the actual date of execution or delivery.

If the above is in accordance with your understanding, please sign and return to the Agent a copy of this letter, whereupon this letter and your acceptance shall constitute a binding agreement between the Corporation and the Agent.

CANACCORD GENUITY CORP.

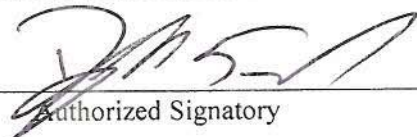
Per: _____
Authorized Signatory

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

IDENTILLECT TECHNOLOGIES CORP.

Per: _____
Authorized Signatory

QUENTIN VENTURES LTD.

Per:  _____
Authorized Signatory

Schedule "A"**Identillect Disclosure Letter****Section 3.1(e)**

The jurisdictions where the Corporation is qualified to carry on the Business and to own, lease and operate its property and assets are as follows:

1. Canada; and
2. United States of America.

Section 3.1(v)


The following is a true and complete list of all Intellectual Property registered or owned by the Corporation and the Subsidiary:

PATENTS AND PATENT APPLICATIONS

Title	Filing Date	Serial Number	Issue Date	Patent No.
Encryption Messaging System	05/13/2012	13/470,345	09/16/2015	8,837,739
Secure Transport Protocol Encryption Messaging System	08/21/2015	14/465,771	-	-

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.	Goods & Services
IDENTILLECT	U.S.	09/06/2011	85/300,592	02/17/2015	4,688,943	Int'l. Class 009: Computer programs for data communications applications, and for the encryption and authentication of electronic information
IDENTILLECT	U.S.	09/06/2011	85/300,595	02/19/2013	4,292,909	Int'l. Class 042: Computer services, namely, providing information concerning the encryption and authentication of electronic data via the Internet; updating and maintenance of computer software for others.

DELIVERY TRUST	U.S.	11/03/2013	86/108,903	-	-	Int'l. Class 009: Computer programs for data communications applications and for the encryption and authentication of electronic information
	U.S.	11/14/2014	86/456,293	-	-	Int'l. Class 009: Computer programs for data communications applications, and for the encryption and authentication of electronic information
IDENTILLECT	India	09/21/2015	3061010	-	-	Int'l. Class 009: Computer programs for data communications applications, and for the encryption and authentication of electronic information Int'l. Class 042: Computer services, namely, providing information concerning the encryption and authentication of electronic data via the Internet; updating and maintenance of computer software for others
DELIVERY TRUST	India	09/21/2015	3061011	-	-	Int'l. Class 009: Computer programs for data communications applications, and for the encryption and authentication of electronic information Int'l. Class 042: Computer services, namely, providing information concerning the encryption and authentication of electronic data via the Internet; updating and maintenance of computer software for others

Schedule "B"

Form of Agent's Warrant

IDENTILLECT TECHNOLOGIES CORP.

AGENT'S OPTION CERTIFICATE

THE SECURITIES REPRESENTED HEREBY WILL BE VOID AFTER THE TIME OF EXPIRY AS DESCRIBED HEREIN. DO NOT DESTROY THIS CERTIFICATE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) MAY [●], 2016 AND (ii) THE DATE THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

THIS CERTIFIES that, for value received, ◆ (the “**Holder**”) is the registered holder of ◆ Agent’s options (the “**Agent’s Options**”). Subject to the terms and conditions set forth in this certificate or by a replacement certificate (in either case this “**Agent’s Option Certificate**”), each Agent’s Option shall entitle the Holder to subscribe for and purchase from Identillect Technologies Corp. (the “**Corporation**”) one fully paid and non-assessable common share of the Corporation (a “**Common Share**”) on payment of \$0.20 (the “**Exercise Price**”) on or before ◆, 2017, at any time commencing on the date hereof until 5:00 p.m. (Vancouver time) on ◆, 2017 (the “**Time of Expiry**”). The number of Common Shares which the Holder is entitled to acquire upon exercise of the Agent’s Options is subject to adjustment as hereinafter provided.

This Agent’s Option is being issued as partial compensation to the Holder for its services in connection with the issue and sale of Subscription Receipts of the Corporation pursuant to an agency agreement dated effective May ◆, 2016 among the Corporation, Quentin Ventures Ltd. and the Holder (the “**Agency Agreement**”).

1. Exercise of Agent’s Option

- 1.1 **Election to Purchase.** The rights evidenced by this certificate may be exercised by the Holder in whole or in part and in accordance with the provisions hereof by delivery of an election to exercise substantially in the form attached hereto as Exhibit “1” (the “**Election to Exercise**”), properly completed and executed, together with payment of the Exercise Price for the number of Common Shares specified in the Election to Exercise at the office of the Corporation at 2200-885 West Georgia Street, Vancouver, British Columbia V6C 3E8, or such other address in Canada as may be specified in writing by the Corporation. In the event that the rights evidenced by this Agent’s Option Certificate are exercised in part, the Corporation will, contemporaneously with the issuance of the Common Shares issuable on the portion of the Agent’s Options so exercised, issue to the Holder a replacement Agent’s Option Certificate representing the unexercised balance of the Agent’s Options.
- 1.2 **Exercise.** The Corporation will, on the date it receives a duly executed Election to Exercise and a certified cheque or wire transfer in the amount of the Exercise Price for the number of Common Shares specified in the Election to Exercise (the “**Exercise Date**”), issue that number of Common Shares specified in the Election to Exercise, which Common Shares shall be issued as fully paid and non-assessable Common Shares.
- 1.3 **Certificate.** As promptly as practicable after the Exercise Date and, in any event, within five business days of receipt of the Election to Exercise and a certified cheque or wire transfer in the amount of the Exercise Price, the Corporation shall issue and deliver to the Holder, registered (subject to applicable securities laws) in such name or names as the Holder may direct or if no such direction has been

given, in the name of the Holder, certificate(s) for the number of Common Shares specified in the Election to Exercise. To the extent permitted by law, such exercise shall be deemed to have been effected as of the close of business on the Exercise Date, and at such time the rights of the Holder with respect to the number of Common Shares in respect of which the Agent's Option has been exercised shall cease, and the person or persons in whose name or names any certificate(s) for Common Shares shall then be issuable and upon such exercise shall be deemed to have become the holder or holders of record of the securities represented thereby.

2. Anti-Dilution Protection

2.1 **Definitions.** For the purposes of this Section 2, unless there is something in the subject matter or context inconsistent therewith, the words and terms defined below will have the respective meanings specified therefor in this subsection:

- (a) “**Adjustment Period**” means the period commencing on the date hereof and ending at the Time of Expiry;
- (b) “**Current Market Price**” of the Common Shares at any date means the price per share equal to the volume weighted average price during the five days immediately preceding such date at which the Common Shares have traded on the Exchange or, if the Common Shares are not then listed on any Exchange, in the over-the-counter market, during the period of any twenty consecutive trading days ending not more than three trading days before such date; provided that the weighted average price will be determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said twenty consecutive trading days by the total number of Common Shares so sold; and provided further that if the Common Shares are not then listed on any Exchange or traded in the over-the counter market, then the Current Market Price will be determined by such firm of independent chartered accountants as may be selected by the directors of the Corporation;
- (c) “**director**” means a director of the Corporation for the time being and, unless otherwise specified herein, a reference to action “by the directors” means action by the directors of the Corporation as a board or, whenever empowered, action by the executive committee of such board;
- (d) “**Exchange**” means such Canadian stock exchange upon which the Common Shares may be listed from time to time; and
- (e) “**trading day**” with respect to a stock exchange or over-the-counter market means a day on which such stock exchange or market is open for business.

2.2 **Adjustments.** The number of Common Shares which the Holder shall be entitled to receive pursuant to this Agent's Option (the “**Common Share Rate**”) shall be subject to adjustment from time to time in the events and in the manner provided as follows.

- (a) If at any time during the Adjustment Period the Corporation:
 - (i) fixes a record date for the issue of, or issues, Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend;
 - (ii) fixes a record date for the distribution to, or makes a distribution to, the holders of all or substantially all of the Common Shares payable in Common Shares or securities exchangeable for or convertible into Common Shares;

- (iii) subdivides the outstanding Common Shares into a greater number of Common Shares; or
- (iv) consolidates the outstanding Common Shares into a lesser number of Common Shares;

(any of such events in Subsections 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii) and 2.2(a)(iv) being herein called a “**Common Share Reorganization**”), the Common Share Rate shall be adjusted, on the earlier of the record date on which holders of Common Shares are determined for the purposes of the Common Share Reorganization and the effective date of the Common Share Reorganization, to the amount determined by multiplying the Common Share Rate in effect immediately prior to such record date or effective date, as the case may be, by a fraction:

- A. the denominator of which will be the number of Common Shares outstanding on such record date or effective date before giving effect to such Common Share Reorganization; and
- B. the numerator of which will be the number of Common Shares which will be outstanding immediately after giving effect to such Common Share Reorganization (including in the case of a distribution of securities exchangeable for or convertible into Common Shares the number of Common Shares that would be outstanding had such securities all been exchanged for or converted into Common Shares on such date).

To the extent that any adjustment in the Common Share Rate occurs pursuant to this Subsection 2.2 as a result of the fixing by the Corporation of a record date for the distribution of securities exchangeable for or convertible into Common Shares, such Common Share Rate will be readjusted immediately after the expiry of any relevant exchange or conversion right to the Common Share Rate which would then be in effect based upon the number of Common Shares actually issued and remaining issuable after such expiry and will be further readjusted in such manner upon the expiry of any further such right.

- (b) If at any time during the Adjustment Period the Corporation fixes a record date for the issue or distribution to the holders of all or substantially all of the outstanding Common Shares of rights, options or warrants pursuant to which such holders are entitled, during a period expiring not more than 45 days after the record date for such issue (such period being the “**Rights Period**”), to subscribe for or purchase Common Shares or securities exchangeable for or convertible into Common Shares at a price per share (or in the case of securities exchangeable for or convertible into Common Shares at an exchange or conversion price per share at the date of issue of such securities) of less than 95% of the Current Market Price of the Common Shares on such record date (any of such events being herein called a “**Rights Offering**”), the Common Share Rate will be adjusted effective immediately after the record date for the Rights Offering to the amount determined by multiplying the Common Share Rate in effect on such record date by a fraction:

- (i) the denominator of which will be the aggregate of
 - A. the number of Common Shares outstanding on the record date for the Rights Offering; and
 - B. the quotient determined by dividing

- I. either (a) the product of the number of Common Shares offered during the Rights Period pursuant to the Rights Offering and the price at which such Common Shares are offered, or, (b) the product of the exchange or conversion price of the securities so offered and the number of Common Shares for or into which the securities offered pursuant to the Rights Offering may be exchanged or converted, as the case may be, by
 - II. the Current Market Price of the Common Shares as of the record date for the Rights Offering; and
- (ii) the numerator of which will be the aggregate of the number of Common Shares outstanding on such record date and the number of Common Shares offered pursuant to the Rights Offering (including in the case of the issue or distribution of securities exchangeable for or convertible into Common Shares the number of Common Shares for or into which such securities may be exchanged or converted).

If by the terms of the rights, options, or warrants referred to in this Subsection 2.2(b), there is more than one purchase, conversion or exchange price per Common Share, the aggregate price of the total number of additional Common Shares offered for subscription or purchase, or the aggregate conversion or exchange price of the convertible or exchangeable securities so offered, will be calculated for purposes of the adjustment on the basis of the weighted average purchase, conversion or exchange price per Common Share, as the case may be. Any Common Shares owned by or held for the account of the Corporation will be deemed not to be outstanding for the purpose of any such calculation. To the extent that any adjustment in the Common Share Rate occurs pursuant to this Subsection 2.2(b) as a result of the fixing by the Corporation of a record date for the issue or distribution of rights, options or warrants referred to in this Subsection 2.2(b), the Common Share Rate will be readjusted immediately after the expiry of any relevant exchange, conversion or exercise right to the Common Share Rate which would then be in effect based upon the number of Common Shares actually issued and remaining issuable after such expiry and will be further readjusted in such manner upon the expiry of any further such right.

- (c) If at any time during the Adjustment Period the Corporation fixes a record date for the issue or distribution to the holders of all or substantially all of the Common Shares of:
- (i) shares of the Corporation of any class other than Common Shares;
 - (ii) rights, options or warrants to acquire Common Shares or securities exchangeable for or convertible into Common Shares (other than rights, options or warrants pursuant to which holders of Common Shares are entitled, during a period expiring not more than 45 days after the record date for such issue, to subscribe for or purchase Common Shares at a price per share (or in the case of securities exchangeable for or convertible into Common Shares at an exchange or conversion price per share at the date of issue of such securities) of at least 95% of the Current Market Price of the Common Shares on such record date);
 - (iii) evidences of indebtedness of the Corporation; or
 - (iv) any property or assets of the Corporation;

and if such issue or distribution does not constitute a Common Share Reorganization or a Rights Offering or a Capital Reorganization (as hereinafter defined) (any of such non-excluded events being herein called a “**Special Distribution**”), the Common Share Rate will be adjusted effective immediately after the record date for the Special Distribution to the amount determined by multiplying the Common Share Rate in effect on the record date for the Special Distribution by a fraction:

- A. the numerator of which will be the aggregate of
 - I. the product of the number of Common Shares outstanding on such record date and the Current Market Price of the Common Shares on such record date, and
 - II. the aggregate fair value, as determined by the directors of the Corporation, to the holders of the Common Shares of the shares, rights, options, warrants, evidences of indebtedness or property or assets to be issued or distributed in the Special Distribution, and
- B. the denominator of which will be the product obtained by multiplying the number of Common Shares outstanding on such record date by the Current Market Price of the Common Shares on such record date.

Any Common Shares owned by or held for the account of the Corporation will be deemed not to be outstanding for the purpose of such calculation. To the extent that any adjustment in the Common Share Rate occurs pursuant to this Subsection 2.2(c) as a result of the fixing by the Corporation of a record date for the issue or distribution of rights, options or warrants to acquire Common Shares or securities exchangeable for or convertible into Common Shares referred to in this Subsection 2.2(c), the Common Share Rate will be readjusted immediately after the expiry of any relevant exercise, exchange or conversion right to the amount which would then be in effect if the fair market value had been determined on the basis of the number of Common Shares issued and remaining issuable immediately after such expiry, and will be further readjusted in such manner upon the expiry of any further such right.

- (d) If at any time during the Adjustment Period there occurs:
 - (i) a reclassification or redesignation of the Common Shares, any change of the Common Shares into other shares or securities or any other capital reorganization involving the Common Shares other than a Common Share Reorganization;
 - (ii) a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other body corporate which results in a reclassification or redesignation of the Common Shares or a change or exchange of the Common Shares into other shares or securities; or
 - (iii) the transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or entity;

(any of such events being herein called a “**Capital Reorganization**”), after the effective date of the Capital Reorganization the Holder will be entitled to receive, and shall accept, upon exercise of the Agent’s Option, in lieu of the number of Common Shares which the Holder shall be entitled to receive pursuant to this Agent’s Option, the kind and aggregate number of shares and other securities or

property resulting from the Capital Reorganization which the Holder would have been entitled to receive as a result of the Capital Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares which the Holder shall be entitled to receive pursuant to this Agent's Option. If necessary, as a result of any Capital Reorganization, appropriate adjustments will be made in the application of the provisions of this Agent's Option Certificate with respect to the rights and interest thereafter of the Holder to the end that the provisions of this Agent's Option Certificate will thereafter correspondingly be made applicable as nearly as may reasonably be possible in relation to any shares or other securities or property thereafter deliverable upon the exercise of the Agent's Option.

For greater certainty, the Holder shall pay for the number of shares, other securities or property as aforesaid, the aggregate amount the Holder would have paid if the Holder had exercised the Agent's Option hereby granted prior to the effective date of such reclassification, charge, subdivision, redivision, consolidation, amalgamation or mergers, as the case maybe.

2.3 **Rules.** The following rules and procedures will be applicable to adjustments made pursuant to Section 2.2 of this Agent's Option Certificate.

- (a) Subject to the following provisions of this Section 2.3, any adjustment made pursuant to Section 2.2 will be made successively whenever an event referred to therein will occur.
- (b) No adjustment will be made in the Common Share Rate unless it would result in a change of at least one percent in the prevailing Common Share Rate; provided, however, that any adjustments which except for the provisions of this Subsection 2.3(a) would otherwise have been required to be made will be carried forward and taken into account in any subsequent adjustment.
- (c) If at any time during the Adjustment Period the Corporation will take any action affecting the Common Shares, other than an action or an event described in Section 2.2, which in the opinion of the directors of the Corporation would have a material adverse effect upon the rights of the Holder under this Agent's Option Certificate, the Exercise Price and/or the number of Common Shares purchasable under the Agent's Option Certificate will be adjusted in such manner and at such time as the directors may determine to be equitable in the circumstances. Failure of the taking of action by the directors so as to provide for an adjustment prior to the effective date of any action by the Corporation affecting the Common Shares will be deemed to be conclusive evidence that the directors have determined that it is equitable to make no adjustment in the circumstances.
- (d) No adjustment in the number or kind of securities purchasable on the exercise of the Agent's Option will be made in respect of any event described in Section 2 if the Holder is entitled to participate in such event on the same terms *mutatis mutandis* as if the Holder had exercised the Agent's Option prior to or on the record date or effective date, as the case may be, of such event.
- (e) If the Corporation sets a record date to determine holders of Common Shares for the purpose of entitling such holders to receive any dividend or distribution or any subscription or purchase rights and will thereafter and before the distribution to such holders of any such dividend, distribution or subscription or purchase rights legally abandon its plan to pay or deliver such dividend, distribution or subscription or purchase rights, no adjustment in the Common Share Rate will be required by reason of the setting of such record date.

- (f) In any case in which this Agent's Option Certificate requires that an adjustment become effective immediately after a record date for an event referred to in Section 2.2 the Corporation may defer, until the occurrence of such event:
 - (i) issuing to the Holder, to the extent that the Agent's Option is exercised after such record date and before the occurrence of such event, the additional Common Shares issuable upon such exercise by reason of the adjustment required by such event; and
 - (ii) delivering to the Holder any distribution declared with respect to such additional Common Shares after such record date and before such event;

provided, however, that the Corporation delivers to the Holder an appropriate instrument evidencing the right of the Holder, upon the occurrence of the event requiring the adjustment, to an adjustment in the Common Share Rate.

- (g) If a dispute arises at any time with respect to any adjustment of the Exercise Price, Common Share Rate or the number of Common Shares purchasable pursuant to this Agent's Option Certificate, such dispute will be conclusively determined by the auditors of the Corporation or if they are unable or unwilling to act by such other firm of independent chartered accountants as may be selected by the directors of the Corporation.
- (h) Adjustments to the Exercise Price, Common Share Rate or the number of Common Shares purchasable pursuant to this Agent's Option Certificate may be subject to the prior approval of the Exchange.

2.4 **Taking of Actions.** As a condition precedent to the taking of any action which would require an adjustment pursuant to Section 2.2, the Corporation will take any action which may, in the opinion of the Corporation's legal counsel, be necessary in order that the Corporation may validly and legally issue as fully paid and non-assessable shares all of the Common Shares which the Holder is entitled to receive in accordance with the provisions of this Agent's Option Certificate.

2.5 **Notice.** At least ten days prior to any record date or effective date, as the case may be, for any event which requires or might require an adjustment in any of the rights of the Holder under this Agent's Option Certificate, including the Exercise Price and the number of Common Shares which are purchasable under this Agent's Option Certificate, the Corporation will deliver to the Holder, at the Holder's registered address, a certificate of the Corporation specifying the particulars of such event and, if determinable, the required adjustment and the calculation of such adjustment. In case any adjustment for which a notice in this Section 2.5 has been given is not then determinable, the Corporation will promptly after such adjustment is determinable deliver to the Holder, at the Holder's registered address, a certificate providing the calculation of such adjustment. The Corporation hereby covenants and agrees that the register of transfers and share transfer books for the common shares of the Corporation will be open, and that the Corporation will not take any action which might deprive the Holder of the opportunity of exercising the rights of subscription contained in this Agent's Option Certificate, during such period.

3. Covenants and Representations

The Corporation hereby represents and warrants that it is authorized to create and issue the Agent's Options and covenants and agrees that it will cause the Common Shares from time to time subscribed for and purchased in the manner provided in this Agent's Option Certificate and the certificate representing such Common Shares to be issued and that, at all times prior to the Time of Expiry, it will reserve and there will remain unissued a sufficient number of Common Shares to satisfy the right of purchase provided for in this

Agent's Option Certificate. The Corporation hereby further covenants and agrees that it will at its expense expeditiously use its reasonable commercial efforts to obtain the listing of such Common Shares (subject to issue or notice of issue) on each stock exchange or over-the-counter market on which the Common Shares may be listed from time to time. All Common Shares which are issued upon the exercise of the right of purchase provided in this Agent's Option Certificate, upon payment therefore of the Exercise Price, shall be and be deemed to be fully paid and non-assessable shares and free from all taxes, liens and charges with respect to the issue thereof. The Corporation hereby represents and warrants that this Agent's Option Certificate is a valid and enforceable obligation of the Corporation, enforceable in accordance with the provisions of this Agent's Option Certificate, subject to the qualification that such enforceability may be subject to: (i) bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

4. Expiry Date

The Agent's Option will expire and all rights to purchase Common Shares hereunder will cease and become null and void at 5:00 p.m. (Vancouver time) at and after the Time of Expiry. At and after the Time of Expiry, no Holder of a Agent's Option Certificate will have any further rights to acquire Common Shares and the Agent's Option will be of no value or effect.

5. No Fractional Common Shares

The Corporation will not be required to issue fractional Common Shares in satisfaction of its obligations hereunder. If any fractional interest in a Common Share would be deliverable upon the exercise of the Agent's Option, the Corporation will, in lieu of delivering the fractional Common Share, satisfy the right to receive such fractional interest by delivery of that number of Common Shares to which the Holder is entitled rounded to the nearest whole number.

6. Non-Transferability of Agent's Option

This Agent's Option Certificate is non-assignable and non-transferable, except by the Corporation to its affiliates.

7. Replacement

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Agent's Option Certificate and, if requested by the Corporation, upon delivery of a bond of indemnity satisfactory to the Corporation (or, in the case of mutilation, upon surrender of this Agent's Option Certificate), the Corporation will issue to the Holder a replacement certificate (containing the same terms and conditions as this Agent's Option Certificate).

8. Common Shareholder Status

The holding of the Agent's Option evidenced by this certificate will not constitute the Holder a shareholder of the Corporation or entitle the Holder to any right or interest in respect thereof except as expressly provided in this certificate.

9. Successors

This Agent's Option Certificate will enure to the benefit of and will be binding upon the Holder and the Corporation and their respective successors.

10. Governing Law

This Agent's Option Certificate will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the Corporation has caused this Agent's Option Certificate to be signed by its duly authorized officer.

DATED as of the ____ day of _____, 2016.

IDENTILLECT TECHNOLOGIES CORP.

By: _____
Name:
Title:

EXHIBIT 1

Election to Exercise

The undersigned hereby irrevocably elects to exercise the Agent's Option to acquire the number of Common Shares set out below (or other property or securities subject thereto) as set forth below:

- (a) Number of Common Shares to be Acquired: _____
- (b) Exercise Price per Common Share: _____
- (c) Aggregate Purchase Price [(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque, bank draft or cash for such aggregate purchase price, and directs such Common Shares to be registered and a certificate therefor to be issued as directed below.

By the undersigned's signature below, the undersigned represents and warrants to the Corporation that the undersigned: (i) is not (and is not exercising the Agent's Option for the account or benefit of a U.S. person or a person in the United States; (ii) did not execute or deliver this Election to Exercise form while within the United States; and (iii) has in all other respects complied with the terms of Regulation S of the United States Securities Act of 1933, as amended, or any successor rule or regulation of the United States Securities and Exchange Commission as presently in effect.

DATED this _____ day of _____, 20_____.



Per: _____

Direction as to Registration

Name of Registered Holder: _____

Address of Registered Holder: _____

Schedule "C"

Form of Quentin Agent's Warrant

QUENTIN VENTURES LTD.

AGENT'S OPTION CERTIFICATE

THE SECURITIES REPRESENTED HEREBY WILL BE VOID AFTER THE TIME OF EXPIRY AS DESCRIBED HEREIN. DO NOT DESTROY THIS CERTIFICATE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) MAY [●], 2016 AND (ii) THE DATE THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

THIS CERTIFIES that, for value received, ◆ (the “**Holder**”) is the registered holder of ◆ Agent’s options (the “**Agent’s Options**”). Subject to the terms and conditions set forth in this certificate or by a replacement certificate (in either case this “**Agent’s Option Certificate**”), each Agent’s Option shall entitle the Holder to subscribe for and purchase from Quentin Ventures Ltd. (the “**Corporation**”) one fully paid and non-assessable common share of the Corporation (a “**Common Share**”) on payment of \$0.20 (the “**Exercise Price**”) on or before ◆, 2017, at any time commencing on the date hereof until 5:00 p.m. (Vancouver time) on ◆, 2017 (the “**Time of Expiry**”). The number of Common Shares which the Holder is entitled to acquire upon exercise of the Agent’s Options is subject to adjustment as hereinafter provided.

This Agent’s Option is being issued as partial compensation to the Holder for its services in connection with the issue and sale of Subscription Receipts of the Corporation pursuant to an agency agreement dated effective May ◆, 2016 among the Corporation, Identillect Technologies Corp. and the Holder (the “**Agency Agreement**”).

1. Exercise of Agent’s Option

1.1 **Election to Purchase.** The rights evidenced by this certificate may be exercised by the Holder in whole or in part and in accordance with the provisions hereof by delivery of an election to exercise substantially in the form attached hereto as Exhibit “1” (the “**Election to Exercise**”), properly completed and executed, together with payment of the Exercise Price for the number of Common Shares specified in the Election to Exercise at the office of the Corporation at Suite 1620 – 609 Granville Street, Vancouver, British Columbia, V7Y 1C3, or such other address in Canada as may be specified in writing by the Corporation. In the event that the rights evidenced by this Agent’s Option Certificate are exercised in part, the Corporation will, contemporaneously with the issuance of the Common Shares issuable on the portion of the Agent’s Options so exercised, issue to the Holder a replacement Agent’s Option Certificate representing the unexercised balance of the Agent’s Options.

1.2 **Exercise.** The Corporation will, on the date it receives a duly executed Election to Exercise and a certified cheque or wire transfer in the amount of the Exercise Price for the number of Common Shares specified in the Election to Exercise (the “**Exercise Date**”), issue that number of Common Shares specified in the Election to Exercise, which Common Shares shall be issued as fully paid and non-assessable Common Shares.

1.3 **Certificate.** As promptly as practicable after the Exercise Date and, in any event, within five business days of receipt of the Election to Exercise and a certified cheque or wire transfer in the amount of the Exercise Price, the Corporation shall issue and deliver to the Holder, registered (subject to applicable securities laws) in such name or names as the Holder may direct or if no such direction has been

given, in the name of the Holder, certificate(s) for the number of Common Shares specified in the Election to Exercise. To the extent permitted by law, such exercise shall be deemed to have been effected as of the close of business on the Exercise Date, and at such time the rights of the Holder with respect to the number of Common Shares in respect of which the Agent's Option has been exercised shall cease, and the person or persons in whose name or names any certificate(s) for Common Shares shall then be issuable and upon such exercise shall be deemed to have become the holder or holders of record of the securities represented thereby.

2. Anti-Dilution Protection

2.1 **Definitions.** For the purposes of this Section 2, unless there is something in the subject matter or context inconsistent therewith, the words and terms defined below will have the respective meanings specified therefor in this subsection:

- (a) “**Adjustment Period**” means the period commencing on the date hereof and ending at the Time of Expiry;
- (b) “**Current Market Price**” of the Common Shares at any date means the price per share equal to the volume weighted average price during the five days immediately preceding such date at which the Common Shares have traded on the Exchange or, if the Common Shares are not then listed on any Exchange, in the over-the-counter market, during the period of any twenty consecutive trading days ending not more than three trading days before such date; provided that the weighted average price will be determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said twenty consecutive trading days by the total number of Common Shares so sold; and provided further that if the Common Shares are not then listed on any Exchange or traded in the over-the counter market, then the Current Market Price will be determined by such firm of independent chartered accountants as may be selected by the directors of the Corporation;
- (c) “**director**” means a director of the Corporation for the time being and, unless otherwise specified herein, a reference to action “by the directors” means action by the directors of the Corporation as a board or, whenever empowered, action by the executive committee of such board;
- (d) “**Exchange**” means such Canadian stock exchange upon which the Common Shares may be listed from time to time; and
- (e) “**trading day**” with respect to a stock exchange or over-the-counter market means a day on which such stock exchange or market is open for business.

2.2 **Adjustments.** The number of Common Shares which the Holder shall be entitled to receive pursuant to this Agent's Option (the “**Common Share Rate**”) shall be subject to adjustment from time to time in the events and in the manner provided as follows.

- (a) If at any time during the Adjustment Period the Corporation:
 - (i) fixes a record date for the issue of, or issues, Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend;
 - (ii) fixes a record date for the distribution to, or makes a distribution to, the holders of all or substantially all of the Common Shares payable in Common Shares or securities exchangeable for or convertible into Common Shares;

- (iii) subdivides the outstanding Common Shares into a greater number of Common Shares; or
- (iv) consolidates the outstanding Common Shares into a lesser number of Common Shares;

(any of such events in Subsections 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii) and 2.2(a)(iv) being herein called a “**Common Share Reorganization**”), the Common Share Rate shall be adjusted, on the earlier of the record date on which holders of Common Shares are determined for the purposes of the Common Share Reorganization and the effective date of the Common Share Reorganization, to the amount determined by multiplying the Common Share Rate in effect immediately prior to such record date or effective date, as the case may be, by a fraction:

- A. the denominator of which will be the number of Common Shares outstanding on such record date or effective date before giving effect to such Common Share Reorganization; and
- B. the numerator of which will be the number of Common Shares which will be outstanding immediately after giving effect to such Common Share Reorganization (including in the case of a distribution of securities exchangeable for or convertible into Common Shares the number of Common Shares that would be outstanding had such securities all been exchanged for or converted into Common Shares on such date).

To the extent that any adjustment in the Common Share Rate occurs pursuant to this Subsection 2.2 as a result of the fixing by the Corporation of a record date for the distribution of securities exchangeable for or convertible into Common Shares, such Common Share Rate will be readjusted immediately after the expiry of any relevant exchange or conversion right to the Common Share Rate which would then be in effect based upon the number of Common Shares actually issued and remaining issuable after such expiry and will be further readjusted in such manner upon the expiry of any further such right.

- (b) If at any time during the Adjustment Period the Corporation fixes a record date for the issue or distribution to the holders of all or substantially all of the outstanding Common Shares of rights, options or warrants pursuant to which such holders are entitled, during a period expiring not more than 45 days after the record date for such issue (such period being the “**Rights Period**”), to subscribe for or purchase Common Shares or securities exchangeable for or convertible into Common Shares at a price per share (or in the case of securities exchangeable for or convertible into Common Shares at an exchange or conversion price per share at the date of issue of such securities) of less than 95% of the Current Market Price of the Common Shares on such record date (any of such events being herein called a “**Rights Offering**”), the Common Share Rate will be adjusted effective immediately after the record date for the Rights Offering to the amount determined by multiplying the Common Share Rate in effect on such record date by a fraction:

- (i) the denominator of which will be the aggregate of
 - A. the number of Common Shares outstanding on the record date for the Rights Offering; and
 - B. the quotient determined by dividing

- I. either (a) the product of the number of Common Shares offered during the Rights Period pursuant to the Rights Offering and the price at which such Common Shares are offered, or, (b) the product of the exchange or conversion price of the securities so offered and the number of Common Shares for or into which the securities offered pursuant to the Rights Offering may be exchanged or converted, as the case may be, by
 - II. the Current Market Price of the Common Shares as of the record date for the Rights Offering; and
- (ii) the numerator of which will be the aggregate of the number of Common Shares outstanding on such record date and the number of Common Shares offered pursuant to the Rights Offering (including in the case of the issue or distribution of securities exchangeable for or convertible into Common Shares the number of Common Shares for or into which such securities may be exchanged or converted).

If by the terms of the rights, options, or warrants referred to in this Subsection 2.2(b), there is more than one purchase, conversion or exchange price per Common Share, the aggregate price of the total number of additional Common Shares offered for subscription or purchase, or the aggregate conversion or exchange price of the convertible or exchangeable securities so offered, will be calculated for purposes of the adjustment on the basis of the weighted average purchase, conversion or exchange price per Common Share, as the case may be. Any Common Shares owned by or held for the account of the Corporation will be deemed not to be outstanding for the purpose of any such calculation. To the extent that any adjustment in the Common Share Rate occurs pursuant to this Subsection 2.2(b) as a result of the fixing by the Corporation of a record date for the issue or distribution of rights, options or warrants referred to in this Subsection 2.2(b), the Common Share Rate will be readjusted immediately after the expiry of any relevant exchange, conversion or exercise right to the Common Share Rate which would then be in effect based upon the number of Common Shares actually issued and remaining issuable after such expiry and will be further readjusted in such manner upon the expiry of any further such right.

- (c) If at any time during the Adjustment Period the Corporation fixes a record date for the issue or distribution to the holders of all or substantially all of the Common Shares of:
- (i) shares of the Corporation of any class other than Common Shares;
 - (ii) rights, options or warrants to acquire Common Shares or securities exchangeable for or convertible into Common Shares (other than rights, options or warrants pursuant to which holders of Common Shares are entitled, during a period expiring not more than 45 days after the record date for such issue, to subscribe for or purchase Common Shares at a price per share (or in the case of securities exchangeable for or convertible into Common Shares at an exchange or conversion price per share at the date of issue of such securities) of at least 95% of the Current Market Price of the Common Shares on such record date);
 - (iii) evidences of indebtedness of the Corporation; or
 - (iv) any property or assets of the Corporation;

and if such issue or distribution does not constitute a Common Share Reorganization or a Rights Offering or a Capital Reorganization (as hereinafter defined) (any of such non-excluded events being herein called a “**Special Distribution**”), the Common Share Rate will be adjusted effective immediately after the record date for the Special Distribution to the amount determined by multiplying the Common Share Rate in effect on the record date for the Special Distribution by a fraction:

- A. the numerator of which will be the aggregate of
 - I. the product of the number of Common Shares outstanding on such record date and the Current Market Price of the Common Shares on such record date, and
 - II. the aggregate fair value, as determined by the directors of the Corporation, to the holders of the Common Shares of the shares, rights, options, warrants, evidences of indebtedness or property or assets to be issued or distributed in the Special Distribution, and
- B. the denominator of which will be the product obtained by multiplying the number of Common Shares outstanding on such record date by the Current Market Price of the Common Shares on such record date.

Any Common Shares owned by or held for the account of the Corporation will be deemed not to be outstanding for the purpose of such calculation. To the extent that any adjustment in the Common Share Rate occurs pursuant to this Subsection 2.2(c) as a result of the fixing by the Corporation of a record date for the issue or distribution of rights, options or warrants to acquire Common Shares or securities exchangeable for or convertible into Common Shares referred to in this Subsection 2.2(c), the Common Share Rate will be readjusted immediately after the expiry of any relevant exercise, exchange or conversion right to the amount which would then be in effect if the fair market value had been determined on the basis of the number of Common Shares issued and remaining issuable immediately after such expiry, and will be further readjusted in such manner upon the expiry of any further such right.

- (d) If at any time during the Adjustment Period there occurs:
 - (i) a reclassification or redesignation of the Common Shares, any change of the Common Shares into other shares or securities or any other capital reorganization involving the Common Shares other than a Common Share Reorganization;
 - (ii) a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other body corporate which results in a reclassification or redesignation of the Common Shares or a change or exchange of the Common Shares into other shares or securities; or
 - (iii) the transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or entity;

(any of such events being herein called a “**Capital Reorganization**”), after the effective date of the Capital Reorganization the Holder will be entitled to receive, and shall accept, upon exercise of the Agent’s Option, in lieu of the number of Common Shares which the Holder shall be entitled to receive pursuant to this Agent’s Option, the kind and aggregate number of shares and other securities or

property resulting from the Capital Reorganization which the Holder would have been entitled to receive as a result of the Capital Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares which the Holder shall be entitled to receive pursuant to this Agent's Option. If necessary, as a result of any Capital Reorganization, appropriate adjustments will be made in the application of the provisions of this Agent's Option Certificate with respect to the rights and interest thereafter of the Holder to the end that the provisions of this Agent's Option Certificate will thereafter correspondingly be made applicable as nearly as may reasonably be possible in relation to any shares or other securities or property thereafter deliverable upon the exercise of the Agent's Option.

For greater certainty, the Holder shall pay for the number of shares, other securities or property as aforesaid, the aggregate amount the Holder would have paid if the Holder had exercised the Agent's Option hereby granted prior to the effective date of such reclassification, charge, subdivision, redivision, consolidation, amalgamation or mergers, as the case maybe.

2.3 **Rules.** The following rules and procedures will be applicable to adjustments made pursuant to Section 2.2 of this Agent's Option Certificate.

- (a) Subject to the following provisions of this Section 2.3, any adjustment made pursuant to Section 2.2 will be made successively whenever an event referred to therein will occur.
- (b) No adjustment will be made in the Common Share Rate unless it would result in a change of at least one percent in the prevailing Common Share Rate; provided, however, that any adjustments which except for the provisions of this Subsection 2.3(a) would otherwise have been required to be made will be carried forward and taken into account in any subsequent adjustment.
- (c) If at any time during the Adjustment Period the Corporation will take any action affecting the Common Shares, other than an action or an event described in Section 2.2, which in the opinion of the directors of the Corporation would have a material adverse effect upon the rights of the Holder under this Agent's Option Certificate, the Exercise Price and/or the number of Common Shares purchasable under the Agent's Option Certificate will be adjusted in such manner and at such time as the directors may determine to be equitable in the circumstances. Failure of the taking of action by the directors so as to provide for an adjustment prior to the effective date of any action by the Corporation affecting the Common Shares will be deemed to be conclusive evidence that the directors have determined that it is equitable to make no adjustment in the circumstances.
- (d) No adjustment in the number or kind of securities purchasable on the exercise of the Agent's Option will be made in respect of any event described in Section 2 if the Holder is entitled to participate in such event on the same terms *mutatis mutandis* as if the Holder had exercised the Agent's Option prior to or on the record date or effective date, as the case may be, of such event.
- (e) If the Corporation sets a record date to determine holders of Common Shares for the purpose of entitling such holders to receive any dividend or distribution or any subscription or purchase rights and will thereafter and before the distribution to such holders of any such dividend, distribution or subscription or purchase rights legally abandon its plan to pay or deliver such dividend, distribution or subscription or purchase rights, no adjustment in the Common Share Rate will be required by reason of the setting of such record date.

- (f) In any case in which this Agent's Option Certificate requires that an adjustment become effective immediately after a record date for an event referred to in Section 2.2 the Corporation may defer, until the occurrence of such event:
 - (i) issuing to the Holder, to the extent that the Agent's Option is exercised after such record date and before the occurrence of such event, the additional Common Shares issuable upon such exercise by reason of the adjustment required by such event; and
 - (ii) delivering to the Holder any distribution declared with respect to such additional Common Shares after such record date and before such event;

provided, however, that the Corporation delivers to the Holder an appropriate instrument evidencing the right of the Holder, upon the occurrence of the event requiring the adjustment, to an adjustment in the Common Share Rate.

- (g) If a dispute arises at any time with respect to any adjustment of the Exercise Price, Common Share Rate or the number of Common Shares purchasable pursuant to this Agent's Option Certificate, such dispute will be conclusively determined by the auditors of the Corporation or if they are unable or unwilling to act by such other firm of independent chartered accountants as may be selected by the directors of the Corporation.
- (h) Adjustments to the Exercise Price, Common Share Rate or the number of Common Shares purchasable pursuant to this Agent's Option Certificate may be subject to the prior approval of the Exchange.

2.4 **Taking of Actions.** As a condition precedent to the taking of any action which would require an adjustment pursuant to Section 2.2, the Corporation will take any action which may, in the opinion of the Corporation's legal counsel, be necessary in order that the Corporation may validly and legally issue as fully paid and non-assessable shares all of the Common Shares which the Holder is entitled to receive in accordance with the provisions of this Agent's Option Certificate.

2.5 **Notice.** At least ten days prior to any record date or effective date, as the case may be, for any event which requires or might require an adjustment in any of the rights of the Holder under this Agent's Option Certificate, including the Exercise Price and the number of Common Shares which are purchasable under this Agent's Option Certificate, the Corporation will deliver to the Holder, at the Holder's registered address, a certificate of the Corporation specifying the particulars of such event and, if determinable, the required adjustment and the calculation of such adjustment. In case any adjustment for which a notice in this Section 2.5 has been given is not then determinable, the Corporation will promptly after such adjustment is determinable deliver to the Holder, at the Holder's registered address, a certificate providing the calculation of such adjustment. The Corporation hereby covenants and agrees that the register of transfers and share transfer books for the common shares of the Corporation will be open, and that the Corporation will not take any action which might deprive the Holder of the opportunity of exercising the rights of subscription contained in this Agent's Option Certificate, during such period.

3. Covenants and Representations

The Corporation hereby represents and warrants that it is authorized to create and issue the Agent's Options and covenants and agrees that it will cause the Common Shares from time to time subscribed for and purchased in the manner provided in this Agent's Option Certificate and the certificate representing such Common Shares to be issued and that, at all times prior to the Time of Expiry, it will reserve and there will remain unissued a sufficient number of Common Shares to satisfy the right of purchase provided for in this

Agent's Option Certificate. The Corporation hereby further covenants and agrees that it will at its expense expeditiously use its reasonable commercial efforts to obtain the listing of such Common Shares (subject to issue or notice of issue) on each stock exchange or over-the-counter market on which the Common Shares may be listed from time to time. All Common Shares which are issued upon the exercise of the right of purchase provided in this Agent's Option Certificate, upon payment therefore of the Exercise Price, shall be and be deemed to be fully paid and non-assessable shares and free from all taxes, liens and charges with respect to the issue thereof. The Corporation hereby represents and warrants that this Agent's Option Certificate is a valid and enforceable obligation of the Corporation, enforceable in accordance with the provisions of this Agent's Option Certificate, subject to the qualification that such enforceability may be subject to: (i) bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

4. Expiry Date

The Agent's Option will expire and all rights to purchase Common Shares hereunder will cease and become null and void at 5:00 p.m. (Vancouver time) at and after the Time of Expiry. At and after the Time of Expiry, no Holder of an Agent's Option Certificate will have any further rights to acquire Common Shares and the Agent's Option will be of no value or effect.

5. No Fractional Common Shares

The Corporation will not be required to issue fractional Common Shares in satisfaction of its obligations hereunder. If any fractional interest in a Common Share would be deliverable upon the exercise of the Agent's Option, the Corporation will, in lieu of delivering the fractional Common Share, satisfy the right to receive such fractional interest by delivery of that number of Common Shares to which the Holder is entitled rounded to the nearest whole number.

6. Non-Transferability of Agent's Option

This Agent's Option Certificate is non-assignable and non-transferable, except by the Corporation to its affiliates.

7. Replacement

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Agent's Option Certificate and, if requested by the Corporation, upon delivery of a bond of indemnity satisfactory to the Corporation (or, in the case of mutilation, upon surrender of this Agent's Option Certificate), the Corporation will issue to the Holder a replacement certificate (containing the same terms and conditions as this Agent's Option Certificate).

8. Common Shareholder Status

The holding of the Agent's Option evidenced by this certificate will not constitute the Holder a shareholder of the Corporation or entitle the Holder to any right or interest in respect thereof except as expressly provided in this certificate.

9. Successors

This Agent's Option Certificate will enure to the benefit of and will be binding upon the Holder and the Corporation and their respective successors.

10. Governing Law

This Agent's Option Certificate will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the Corporation has caused this Agent's Option Certificate to be signed by its duly authorized officer.

DATED as of the ____ day of _____, 2016.

QUENTIN VENTURES LTD.

By: _____
Name:
Title:

EXHIBIT 1

Election to Exercise

The undersigned hereby irrevocably elects to exercise the Agent's Option to acquire the number of Common Shares set out below (or other property or securities subject thereto) as set forth below:

(a) Number of Common Shares to be Acquired: _____

(b) Exercise Price per Common Share: _____

(c) Aggregate Purchase Price [(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque, bank draft or cash for such aggregate purchase price, and directs such Common Shares to be registered and a certificate therefor to be issued as directed below.

By the undersigned's signature below, the undersigned represents and warrants to the Corporation that the undersigned: (i) is not (and is not exercising the Agent's Option for the account or benefit of a U.S. person or a person in the United States; (ii) did not execute or deliver this Election to Exercise form while within the United States; and (iii) has in all other respects complied with the terms of Regulation S of the United States Securities Act of 1933, as amended, or any successor rule or regulation of the United States Securities and Exchange Commission as presently in effect.

DATED this _____ day of _____, 20_____.



Per: _____

Direction as to Registration

Name of Registered Holder: _____

Address of Registered Holder: _____