

Execution Copy

AGENCY AGREEMENT

Executed March 9, 2017 and effective as of February 12, 2017

Radiant Technologies Inc.
8223 Roper Road
Edmonton, Alberta
T6E 6S4

Attention: **Denis Taschuk, Chief Executive Officer**

Re: **Private Placement of Units of Radiant Technologies Inc.**

Canaccord Genuity Corp. (the “**Agent**”) understands that Radiant Technologies Inc. (the “**Corporation**”) proposes to issue and sell an aggregate of up to 13,333,333 units of the Corporation (the “**Units**”) at an issue price of \$0.45 per Unit, with each Unit consisting of one (1) common share in the capital of the Corporation (each a “**Unit Share**”) and one-half of one (1/2) common share purchase warrant (each a “**Warrant**”), with each whole Warrant exercisable at \$0.70 for a period of 24 months from the date of issuance.

The Corporation hereby grants to the Agent an over-allotment option (the “**Over-Allotment Option**”), which may be exercised in the Agent’s sole discretion and without obligation, exercisable in whole or in part and in one or more tranches at any time and from time to time 48 hours prior to the Closing Date by written notice delivered to the Corporation by the Agent, to offer up to an additional 2,000,000 Units, with the same terms and conditions as the Units. For greater certainty, notice shall include providing Subscription Agreements (as defined below) or a control document for an amount of subscriptions which includes the Over-Allotment Option.

The Agent understands that the sale of the Units is to be effected in reliance upon exemptions from the prospectus requirements of the securities laws of each of the provinces of Canada (collectively, the “**Selling Jurisdictions**”). The parties hereto acknowledge that the Units may be sold in the United States, where the Units will be offered for sale on a private placement basis pursuant to Regulation D and/or Rule 144A under the U.S. Securities Act or other applicable registration exemptions; and jurisdictions outside of Canada and the United States, where the Units will be offered for sale in each case in accordance with all applicable laws, provided that no prospectus, registration statement or similar document is required to be filed in any such jurisdiction and the Corporation does not thereafter become subject to continuous disclosure obligations in any such jurisdiction.

The Corporation may complete a Non-Brokered Private Placement (as defined below) of up to 4,000,000 of the Units prior to or concurrent with the Closing Date (as defined below). The Non-Brokered Private Placement shall terminate concurrent with the completion of the initial closing of the Offering.

Upon and subject to the terms and conditions set forth herein, the Corporation hereby appoints the Agent to act as its sole and exclusive agent, and the Agent hereby accepts such appointment to effect the sale of the Units, on a commercially reasonable efforts agency basis, to persons resident in the Selling Jurisdictions (each a “**Subscriber**” and collectively, the “**Subscribers**”). The Agent agrees to use its commercially reasonable efforts to solicit offers to purchase the Units in the Selling Jurisdictions but it is

understood and agreed that the Agent shall act as agent only and is under no obligation to purchase any of the Units, although the Agent may subscribe for and purchase Units if it so desires.

In connection with the Offering (as hereinafter defined), the Agent shall be entitled to retain, as sub-agents, other registered securities dealers and may receive (for delivery to the Corporation at the Closing Time (as hereinafter defined)) subscriptions for Units from other registered securities dealers. The fee payable to such sub-agents shall be for the account of the Agent and shall not exceed the fee payable to the Agent hereunder. The Agent shall, however, be under no obligation to engage any sub-agent.

In consideration for its services hereunder, the Agent shall be entitled to the fees provided for in Section 9 hereof, which fees shall be payable from the proceeds of the sale of the Units hereunder at the time specified in Section 9 hereof. For greater certainty, the Agent's Commission, as hereinafter defined, payable pursuant to this Agreement will not be subject to the Goods and Services Tax provided for in the *Excise Tax Act* (Canada) and taxable supplies will be incidental to the exempt financial services provided. Whether or not the Offering is completed, the Corporation will pay for the Agent's Expenses (as hereinafter defined) as set forth in Section 10 hereof.

The following are the further terms and conditions of this Agreement:

Section 1 Definitions

As used in this Agreement, including the paragraphs prior to this definitional section and any amendments hereto, unless the context otherwise requires:

- (a) **"affiliate"** has the meaning ascribed thereto in the CBCA;
- (b) **"Agent"** means Canaccord Genuity Corp.;
- (c) **"Agent's Commission"** has the meaning set forth in Section 9;
- (d) **"Agent's Counsel"** means DLA Piper (Canada) LLP, or such other legal counsel as the Agent, with the consent of the Corporation, may retain;
- (e) **"Agent's Expenses"** has the meaning set forth in Section 10;
- (f) **"Agent's Option Agreement"** means any agreement representing the Agents Option held by any Agent which agreement shall govern the terms and conditions of the Agent's Option the form of which shall be substantially as is set forth in Schedule "B";
- (g) **"Agent's Option"** means the option to acquire that number of Agent's Option Units equal to 7% of the Units sold pursuant to the Offering plus 140,000 Agent's Options in connection with the corporate finance fee, with each Agent's Option Unit being exercisable into one (1) Agent's Option Unit for a period 24 months from the Closing Date at a price of \$0.45 per Agent's Option Unit, all as more particularly set forth in the form of Agent's Option Agreement attached hereto as Schedule B;
- (h) **"Agent's Option Units"** means the Units to be issued pursuant to the due and proper exercise of the Agent's Option in accordance with the terms of the Agent's Option Agreement and, for greater certainty, each Agent's Option Unit will consist of one (1) Agent's Option Unit Share and one-half of one (1/2) Agent's Option Unit Warrant;

- (i) “**Agent’s Option Unit Share**” means one Common Share issued as part of the Agent’s Option Unit;
- (j) “**Agent’s Option Unit Warrant**” means one Warrant issued as part of the Agent’s Option Unit, and for greater certainty, one half of one (1/2) Warrant will be issued as part of each Agent’s Option Unit;
- (k) “**Agent’s Option Unit Warrant Share**” means one Common Share issued on the due and proper exercise of an Agent’s Option Unit Warrant in accordance with the terms of the Agent’s Option Unit Warrants;
- (l) “**Agreement**” means this agency agreement executed on March 9, 2017 with an effective date of February 12, 2017 and not any particular Article or Section or other portion except as may be specified, and words such as “**hereto**”, “**herein**” and “**hereby**” refer to this Agreement as the context requires;
- (m) “**Applicable IP Laws**” means all applicable federal, provincial, state and local laws and regulations applicable to Intellectual Property in Canada, the United States and the jurisdictions in which the Corporation has registered, or intentions to register, Intellectual Property;
- (n) “**Applicable Securities Laws**” means all applicable securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies in the Selling Jurisdictions;
- (o) “**Business**” means the business presently and heretofore carried on by the Corporation, as a going concern, all operations related thereto and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;
- (p) “**Business Day**” means a day which is not Saturday, Sunday or a legal holiday in Calgary, Alberta;
- (q) “**CBCA**” means the *Canada Business Corporations Act*, as amended, including the regulations promulgated thereunder;
- (r) “**Closing Date**” means March 9, 2017 or such other earlier or later date or dates as the Agent and the Corporation may agree in writing, and for greater clarity, there may be more than one Closing Date;
- (s) “**Closing Time**” means 10:30 a.m. (Calgary time), or such other time on the Closing Date as the Agent and the Corporation may agree;
- (t) “**Common Shares**” means the common shares in the capital of the Corporation;
- (u) “**Corporation**” means Radiant Technologies Inc., a corporation duly incorporated pursuant to the provisions of the CBCA;
- (v) “**Corporation’s Counsel**” means Fasken Martineau DuMoulin LLP or such other legal counsel as the Corporation, with the consent of the Agent, may appoint;

- (w) **“Corporation IP”** means the Intellectual Property that has been developed by or for or is being developed by or for the Corporation or that is being used by the Corporation, including the Registered Corporation IP, but excluding the Licensed IP;
- (x) **“distribution”** means “distribution” or “distribution to the public”, as the case may be, as defined under the Applicable Securities Laws of the Reporting Jurisdictions and **“distribute”** has a corresponding meaning;
- (y) **“Documents”** means, collectively:
 - (i) the Subscription Agreements;
 - (ii) the Financial Statements;
 - (iii) management’s discussion & analysis of the Corporation for the year ended March 31, 2016;
 - (iv) the management information circular of the Corporation dated October 26, 2016;
 - (v) all press releases of the Corporation subsequent to March 31, 2016; and
 - (vi) all material change reports of the Corporation subsequent to March 31, 2016;
- (z) **“Due Diligence Session”** shall have the meaning set forth in Section 2(g) of this Agreement;
- (aa) **“Due Diligence Session Responses”** means the written responses of the Corporation, as given by any director or senior officer of the Corporation, at a Due Diligence Session except as modified by subsequent written communication from the Corporation to, and receipt confirmed by, the Agent or Agent’s Counsel;
- (bb) **“Effective Date”** means the effective date of this Agreement being February 12, 2017;
- (cc) **“Environmental Laws”** means all applicable federal, state, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental health or safety matters;
- (dd) **“Financial Statements”** means, collectively:
 - (i) the audited consolidated statements of financial position of the Corporation as at March 31, 2016 and 2015, the audited consolidated statements of comprehensive income for the years ended March 31, 2016 and 2015, the audited consolidated statements of cash flow for the years ended March 31, 2016 and 2015, and the audited consolidated statement of equity for the years ended March 31, 2016 and 2015, together with the notes thereto and the independent auditor’s report; and
 - (ii) the Interim Financial Statements;
- (ee) **“Indemnified Persons”** means the Agent and affiliates of the Agent and the directors, officers, shareholders, employees and agents of the Agent and affiliates of the Agent;

- (ff) **“Interim Financial Statements”** means the unaudited condensed consolidated interim financial statements of the Corporation for the three and six month periods ended September 30, 2016 and 2015, together with the notes thereto and management’s discussion and analysis of the Corporation’s financial condition and results of operations related thereto;
- (gg) **“Intellectual Property”** means intellectual property rights, including: (i) all patents, patent rights, inventions, industrial designs and licenses; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works in whatever form or medium; (iv) registrations, applications and renewals for any of the foregoing; (v) proprietary computer software (including but not limited to data, data bases and documentation); and (vi) trade secrets, confidential information and know-how;
- (hh) **“Licensed IP”** means the Intellectual Property owned by any person other than the Corporation and which the Corporation uses;
- (ii) **“misrepresentation”, “material change” and “material fact”** shall have the meanings ascribed thereto under the Applicable Securities Laws of the Reporting Jurisdictions;
- (jj) **“Non-Brokered Private Placement”** means the non-brokered private placement of up to 4,000,000 of the Units being issued by the Corporation, with each unit having identical terms as the Units being offered pursuant to the Offering, including, without limitation, such units having an offering price of no less than \$0.45 per Unit, and being comprised of one (1) Unit Share and one half of one (1/2) Warrant, which non-brokered private placement must be completed on or prior to the Closing Date and will terminate concurrent with the completion of the initial closing of the Offering;
- (kk) **“Offering”** means the offering and sale of the Units pursuant to this Agreement, including any Units issued pursuant to the Over-Allotment Option but not including the Non-Brokered Private Placement;
- (ll) **“Public Record”** means all information filed with a securities commission or similar regulatory authority and any other information filed with any such securities commission or similar regulatory authority by the Corporation in compliance, or intended compliance, with any Applicable Securities Laws within two years prior to the Effective Date;
- (mm) **“Registered Corporation IP”** means all Corporation IP that is the subject of registration with a national intellectual property office (including, without limitation, the Canadian Intellectual Property Office and the United States Patent and Trademark Office) for Intellectual Property, or applications for such registration with a national intellectual property office;
- (nn) **“Reporting Jurisdictions”** means British Columbia, Alberta and Ontario;

- (oo) **“Securities”** means the Units, the Unit Shares, the Warrants, the Warrant Shares, the Agent’s Option, the Agent’s Option Units, the Agent’s Option Unit Shares, the Agent’s Option Unit Warrants and the Agent’s Option Unit Warrant Shares;
- (pp) **“Securities Commissions”** means, collectively, the securities commissions or similar regulatory authorities in the Reporting Jurisdictions and **“Securities Commission”** means any of them;
- (qq) **“Selling Dealer Group”** means the dealers and brokers, if any, other than the Agent, who participate in the Offering pursuant to this Agreement;
- (rr) **“Subscription Agreements”** means the agreements to be entered into at the Closing Time between the Corporation and each of the Subscribers for the Units, setting out the contractual relationship between the Corporation and the Subscribers, in form and substance satisfactory to the Corporation and the Agent;
- (ss) **“subsidiary”** means a subsidiary of the Corporation within the meaning of the CBCA;
- (tt) **“Tax Act”** means the *Income Tax Act* (Canada) and the regulations thereunder as amended from time to time;
- (uu) **“Taxes”** means all taxes, however denominated, including any interest, penalties, or other additions thereto that are imposed by any government, agency or authority, or a subdivision thereof, which is entitled to impose Taxes or administer any legislation relating to Taxes, and shall for greater certainty include, but are not limited to, federal and provincial income and capital taxes, payroll and employee withholding taxes, employment insurance premiums, Canada pension plan contributions, the goods and services taxes charged pursuant to the *Excise Tax Act* (Canada), sales and use taxes, *ad valorem* taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupational taxes, real and personal property taxes, stamp taxes, environmental taxes, worker’s compensation premiums, and all other amounts of the same or of a similar nature to any of the foregoing, whether or not such amounts are described as taxes;
- (vv) **“Term Sheet”** means the signed engagement letter and term sheet dated effective February 12, 2017 between the Corporation and the Agent;
- (ww) **“TSXV”** means the TSX Venture Exchange or any successor thereto;
- (xx) **“United States”** means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;
- (yy) **“Unit Share”** means one Common Share issued as part of the Unit;
- (zz) **“U.S. Securities Act”** means the United States *Securities Act of 1933*, as amended;
- (aaa) **“Warrant Indenture”** means the warrant indenture to be dated as of the Closing Date between the Company and CST Trust Company, as trustee, governing the terms and conditions of the Warrants;

- (bbb) **“Warrants”** means the warrants to purchase Common Shares, each Warrant entitling the holder to purchase one Warrant Share at any time prior to 5:00 p.m. (Calgary time) on the date that is 24 months after the Closing Date at a price of \$0.70 per Warrant Share; and
- (ccc) **“Warrant Shares”** means the Common Shares issuable upon the due and proper exercise of the Warrants in accordance with the terms of the certificates representing the Warrants or the Warrant Indenture, as applicable.

In this Agreement, words importing the singular include the plural and words importing gender include all genders. In addition, in this Agreement, **“to the best of the knowledge of”**, **“to the best of its knowledge”** or **“to its knowledge”** and other similar phrases means, unless otherwise expressly stated, a statement of the declarant’s knowledge of the facts or circumstances to which such phrase relates, after having made due and applicable inquiries and investigations in connection with such facts and circumstances; and **“to the best of the knowledge of the Corporation”** or **“to the best of the Corporation’s knowledge”** and other similar phrases means, unless otherwise expressly stated, a statement as to the best knowledge of each of the Chief Executive Officer and Chief Financial Officer of the Corporation about the facts or circumstances to which such phrase relates, after having made due and applicable inquiries and investigations in connection with such facts and circumstances that would ordinarily be made in the discharge of each such officer’s duties.

Section 2 Corporation’s Covenants as to Issuance

The Corporation agrees:

- (a) that the Units, Unit Shares, Warrants and Agent’s Option issued in connection herewith will be duly and validly created, authorized and issued pursuant to the terms of this Agreement and the Subscription Agreements, as applicable and that the Unit Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation; that the Warrant Shares, the Agent’s Option Unit Shares, the Agent’s Option Unit Warrants and the Agent’s Option Unit Warrant Shares will be duly and validly authorized and reserved for issuance; in the case of the Warrant Shares, upon issuance in accordance with the due and proper exercise of the Warrants, the Warrant Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation; in the case of the Agent’s Option Unit Shares, upon issuance in accordance with the due and proper exercise of any Agent’s Option Agreement, the Agent’s Option Unit Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation; in the case of the Agent’s Option Unit Warrants, upon issuance in accordance with the due and proper exercise of any Agent’s Option Agreement, the Agent’s Option Unit Warrants will be issued as fully paid and non-assessable; and, in the case of the Agent’s Option Unit Warrant Shares, upon issuance in accordance with the due and proper exercise of any Agent’s Option Unit Warrants, the Agent’s Option Unit Warrant Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation;
- (b) that it will obtain, prior to the Closing Time, all necessary approvals of the TSXV for the issuance and listing on the TSXV of the Unit Shares, the Warrant Shares, the Agent’s Option Unit Shares and the Agent’s Option Unit Warrant Shares, subject only to filing of required documents and that the Corporation will comply with all requirements of the TSXV in connection with the issuance and listing of the Unit

Shares, the Warrant Shares, the Agent's Option Unit Shares and the Agent's Option Unit Warrant Shares on the TSXV including filing of all necessary documentation in accordance with the requirements of the TSXV;

- (c) to comply with all covenants of the Corporation set forth in this Agreement, the Subscription Agreements and the Agent's Option Agreement and to duly, punctually and faithfully perform all the obligations to be performed by it under this Agreement, the Subscription Agreements and the Agent's Option Agreement;
- (d) as soon as reasonably possible, and in any event by the Closing Date, to take all such reasonable steps as may be necessary to comply with such requirements of Applicable Securities Laws to enable the Units to be offered for sale and sold on a private placement basis to Subscribers in the Selling Jurisdictions on the Closing Date, as applicable, through the Agent or any other investment dealers or brokers registered in the applicable Selling Jurisdictions and to issue the Agent's Option to the Agent, by way of the exemptions under Applicable Securities Laws of the Selling Jurisdictions as contemplated hereby;
- (e) that the Corporation will comply with the provisions applicable to the Corporation of National Instrument 45-102 - Resale Restrictions and National Instrument 45-106 - Prospectus and Registration Exemptions in connection with the Offering so that the Securities are subject to a "restricted period" expiring four months and a day from the applicable Closing Date;
- (f) to file, as required by Applicable Securities Laws, Form 45-106F1 and Form 45-106F6, as applicable and any other required documents within the time period required by Applicable Securities Laws; and
- (g) prior to the Closing Time and during the period from the Effective Date until completion of the distribution of the Units, that it shall allow the Agent the opportunity to conduct required due diligence and in particular, the Corporation shall allow the Agent and the Agent's Counsel to conduct all due diligence which the Agent may reasonably require in order to: (i) confirm the Documents and Public Record are accurate, current and complete in all material respects; and (ii) fulfill the Agent's obligations as agent, and will provide to the Agent and the Agent's Counsel and consultants reasonable access to the Corporation's properties, senior management personnel and corporate, financial and other records for the purposes of conducting such due diligence reviews. Without limiting the generality of the foregoing, the Corporation shall make available its directors, senior management and audit committee, and, if requested by the Agent, shall use commercially reasonable efforts to cause its auditors (including any predecessor entity or business) or member of its audit committee, as applicable, to answer any questions which the Agent or Agent's Counsel may have and to participate in one or more due diligence sessions to be held prior to the Closing Time (collectively, the "**Due Diligence Session**"). The Agent shall distribute a list of written questions to be answered at the Due Diligence Session.

Section 3 Corporation's Covenants as to Changes

The Corporation agrees that:

- (a) during the period commencing with the Effective Date and ending at the Closing Time, the Corporation will promptly inform the Agent of the full particulars of:
 - (i) any material change (actual, anticipated or threatened) in the assets, liabilities (absolute, accrued, contingent or otherwise), Business, operations, capital or condition (financial or otherwise) of the Corporation and its subsidiaries, if any (taken as a whole);
 - (ii) any material change in any material fact contained or referred to in the Public Record or the Documents; and
 - (iii) the occurrence of a material fact or event, which, in any such case, is, or may be, of such a nature as to:
 - (A) render untrue, false or misleading in a material respect any portion of the Public Record, the Documents or any Due Diligence Session Responses;
 - (B) result in a misrepresentation in the Public Record or the Documents; or
 - (C) result in the Public Record or the Documents not complying with the Applicable Securities Laws;

provided that if the Corporation is uncertain as to whether a material change, change, occurrence or event of the nature referred to in this Section has occurred, the Corporation shall promptly inform the Agent of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agent as to whether the occurrence is of such nature;

- (b) during the period commencing with the Effective Date and ending at the Closing Time, the Corporation will promptly inform the Agent of the full particulars of:
 - (i) any request of any Securities Commission or other securities commission or similar regulatory authority, including the TSXV, for any amendment to the Public Record or for any additional information which may be material to the distribution of the Units or the Agent's Option;
 - (ii) the issuance by any Securities Commission or other securities commission, the TSXV, or similar regulatory authority or by any other competent authority of any order to cease or suspend trading of any securities of the Corporation (including the Units or the Agent's Option) or of the institution or threat of institution of any proceedings for that purpose; or
 - (iii) the receipt by the Corporation of any communication from any of the Securities Commissions or any other securities commission or similar regulatory authority or any other competent authority in any jurisdiction, the TSXV, or any other competent authority relating to any part of the Public Record, the Documents or the Offering;

and except as otherwise agreed by the Agent, the Corporation will use its best efforts to prevent the issuance of any such cease trading order or suspension order against any

securities of the Corporation and, if issued, to obtain the withdrawal thereof as soon as possible;

- (c) during the period commencing with the Effective Date and ending at the Closing Time, the Corporation will provide to the Agent, for review by the Agent and the Agent's Counsel, prior to filing or issuance thereof, any proposed disclosure document, including without limitation any financial statements, information circular or press release, subject to the Corporation's obligations under Applicable Securities Laws to make timely disclosure of material information; and
- (d) the Corporation will promptly comply, to the reasonable satisfaction of the Agent and the Agent's Counsel, with Applicable Securities Laws with respect to any material change, change in any material fact, occurrence or event of the nature referred to in Section 3(a) or Section 3(b) prior to the Closing Time.

Section 4 Corporation's Other Covenants

The Corporation agrees that:

- (a) prior to the Closing Time, the Corporation shall not take any action that would prevent the Corporation and the Agent from relying on the exemptions from the prospectus requirements of Applicable Securities Laws as contemplated by the Subscription Agreements;
- (b) prior to the Closing Time, the Corporation will allow the Agent and the Agent's Counsel to participate fully in the preparation and review of the Subscription Agreements;
- (c) all written or oral opinions, advice, analysis and materials provided by the Agent to the Corporation in connection with the Offering are intended solely for the benefit and internal use of the Corporation and the Corporation agrees that no such opinion, advice, analysis or material shall be used by the Corporation for any other purpose or reproduced, disseminated, quoted from or referred to by the Corporation at any time, in any manner or for any purpose, nor shall any public reference to the Agent be made by the Corporation without the prior written consent of the Agent, not to be unreasonably withheld, in each specific instance. The Agent expressly disclaims any liability or responsibility to the Corporation, its management and board of directors, or any other party, including without limitation any past, present or future holder of any securities of the Corporation, by reason of unauthorized use, publication, distribution or reference to any oral or written opinions, advice, analysis or materials provided by the Agent or any unauthorized reference to the Agent or the engagement of the Agent hereunder;
- (d) prior to the Closing Time, the Corporation will make available its senior management persons to meet with potential investors if so requested by the Agent;
- (e) subject to any corporate reorganization, merger, plan of arrangement or take-over bid, it will use its commercially reasonable efforts to maintain the listing of the Common Shares on the TSXV until the second anniversary of the Closing Date;
- (f) subject to any corporate reorganization, merger, plan of arrangement or take-over bid, it will use its best efforts to maintain its status as a "reporting issuer" (or the equivalent

thereof) not in default of the requirements of the Applicable Securities Laws of at least one of the Selling Jurisdictions for a period of two years after the last Closing Date;

- (g) the Corporation will use its best efforts to comply with all TSXV policies, rules and regulations and the Applicable Securities Laws in the Reporting Jurisdictions;
- (h) prior to the Closing Time, the Corporation will carry on its Business in a prudent manner in accordance with industry standards and good business practice and will keep or cause to be kept proper books of accounts in accordance with applicable law;
- (i) the Corporation will use its best efforts to comply with all Applicable Securities Laws in the Selling Jurisdictions;
- (j) without the prior written consent of the Agent, not to be unreasonably withheld, the Corporation will not, from the date hereof until that date that is 90 days following the Closing Date, directly or indirectly, sell, or offer to sell, or announce the offering of, or enter into or make any agreement or understanding, or announce the making or entry into of any agreement or understanding, to issue, sell or exchange any Common Shares, preferred shares, securities, convertible debt or securities exchangeable or convertible into Common Shares, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements; (ii) outstanding warrants; (iii) obligations in respect of existing agreements; and (iv) the issuance of securities in connection with property or share acquisition in the normal course of business;
- (k) the Non-Brokered Private Placement must be completed prior to or concurrent with the initial closing of the Offering and the Corporation agrees that it will not complete any further tranches of the Non-Brokered Private Placement after the initial closing of the Offering and the Non-Brokered Private Placement will terminate immediately following the completion of the initial closing of the Offering;
- (l) it will not use the proceeds of the Offering either directly or indirectly to repay any outstanding debt;
- (m) it will, within 120 days of the completion of the initial closing of the Offering, take reasonable steps to update and complete all material deficiencies contained in the minute books of the Corporation such that the minute books of the Corporation are accurate, complete and up to date, comply with the corporate statute of the jurisdiction for the Corporation, are representative of good standard corporate practice for the jurisdiction for the Corporation and contain full, true and correct copies of the constating documents of the Corporation, contain copies of all minutes of all meetings (to the extent such minutes have been reviewed and approved by the board of directors of the Corporation) and, all consent resolutions of the directors, committees of directors and shareholders and partners, as applicable, of the Corporation; and
- (n) it will comply with all of the obligations to be performed by it, and all of its covenants and agreements, under and pursuant to this Agreement and the Subscription Agreements, except to the extent waived in writing by the Agent, if any.

Section 5 Agent's Covenants

The Agent covenants and agrees with the Corporation that it will:

- (a) conduct its activities in connection with the proposed Offering in compliance with this Agreement, all Applicable Securities Laws and the rules of the Investment Industry Regulatory Organization of Canada applicable to the Agent;
- (b) not solicit subscriptions for the Units, trade in the Units or otherwise do any act in furtherance of a trade of the Units outside of the applicable Selling Jurisdictions except in accordance with this Agreement, the Subscription Agreements and in compliance with the applicable laws thereof, and with the express written consent of the Corporation, and provided that the Agent may so solicit, trade or act within such jurisdiction only if such solicitation, trade or act is in compliance with Applicable Securities Laws in such jurisdiction and does not: (i) obligate the Corporation to take any action to qualify or register any of its securities or any trade of any of its securities (including the distribution of the Units); (ii) obligate the Corporation to establish or maintain any office or director or officer in such jurisdiction; or (iii) subject the Corporation to any reporting or other requirement in such jurisdiction except for reports of exempt distributions required by such jurisdiction which are substantially similar to a Form 45-106F1;
- (c) obtain from each Subscriber a duly completed and executed Subscription Agreement and all applicable undertakings and other forms required under Applicable Securities Laws and by the TSXV and supplied to the Agent by the Corporation for completion in connection with the distribution of the Units;
- (d) not advertise the proposed Offering of the Units in printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display, nor provide or make available to prospective purchasers of Units any document or material which would constitute or require the Corporation to prepare an offering memorandum or a prospectus under Applicable Securities Laws; and
- (e) provide to the Corporation all necessary information in respect of the Agent and the Subscribers to allow the Corporation to file, with the Securities Commissions, if required, reports of the trades of the Units in accordance with the Applicable Securities Laws within ten (10) days of the Closing Date.

Section 6 Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agent and the Subscribers, and acknowledges that the Agent and the Subscribers are relying upon such representations and warranties in connection with the purchase and sale of the Units as follows:

- (a) the Corporation has been duly incorporated, amalgamated, formed or continued, as the case may be, and is validly existing under the laws of the jurisdiction of its incorporation, amalgamation, formation or continuance, as the case may be, and has all requisite corporate or partnership, as the case may be, capacity, power and authority to carry on its Business, as now conducted by it and as presently proposed to be conducted by it, and to own its properties and assets;

- (b) the Corporation is properly registered and is qualified to carry on business under the laws of each jurisdiction in which it carries on a material portion of its Business;
- (c) the Corporation, has conducted and is conducting and will conduct its Business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies applicable to it of each jurisdiction in which it carries on a material portion of its Business and holds all licenses, registrations and qualifications in all jurisdictions in which it carries on a material portion of its Business which are necessary to carry on the Business of the Corporation, as now conducted and as presently proposed to be conducted, all such licences, registrations or qualifications are valid and existing and in good standing and none of such licences, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any material adverse effect on the Business of the Corporation as now conducted or as presently proposed to be conducted, and the Corporation is not aware of any legislation, regulation, rule or lawful requirements presently in force or proposed to be brought into force which the Corporation anticipates the Corporation will be unable to comply with without materially adversely affecting the Corporation;
- (d) the Corporation does not have any subsidiaries, and the Corporation is not “affiliated” with, nor is it a “holding corporation” of, any other body corporate (within the meaning of those terms in the CBCA), nor is it a partner of any partnerships (other than participating in industry partnerships in the ordinary course of business) or limited partnerships, and the Corporation has no material shareholdings in any other corporation or business organization;
- (e) the minute books for the Corporation contain in all material respects full, true and correct copies of the constating documents of the Corporation, and contain copies of all minutes of all meetings (to the extent such minutes have been reviewed and approved by the board of directors of the Corporation) and, all consent resolutions of the directors, committees of directors and shareholders and partners, as applicable, of the Corporation, and all such meetings were duly called and properly held and all consent resolutions were properly adopted;
- (f) except in the ordinary course of business, the Corporation is not a party to or bound by or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the Corporation;
- (g) except as disclosed to the Agent, all continuous and timely disclosure documents, reports, forms, filings and fees required to be made and paid by the Corporation pursuant to Applicable Securities Laws have been made and paid in accordance with Applicable Securities Laws;
- (h) the information and statements set forth in the Public Record were in all material respects true, correct, and complete and did not contain any misrepresentation, as of the date of such information or statement, and were prepared in accordance with and complied in all

material respects with Applicable Securities Laws, the Corporation has not filed any confidential material change reports still maintained on a confidential basis and to the best of the Corporation's knowledge, no circumstances exist under which the Corporation has incurred liability under secondary market disclosure provisions of Applicable Securities Laws;

- (i) the authorized capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series, of which, as at the Closing Date and prior to the issuance of the Units, 134,260,681 Common Shares and no other shares, are issued and outstanding, all of which Common Shares are validly issued as fully paid and non-assessable shares of the Corporation;
- (j) no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of the Corporation or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right (whether or not on condition(s)) for the purchase or any other acquisition of any unissued securities of the Corporation except: (i) in connection with the Offering and the Non-Brokered Private Placement; (ii) options to purchase 2,156,362 Common Shares held by directors, officers, employees and consultants of the Corporation; (iii) warrants to purchase 46,893,030 Common Shares; and (iv) convertible debt of the Corporation to purchase 14,285,714 units of the Corporation, each such unit consisting of one Common Share and one common share purchase warrant;
- (k) except as disclosed in the Public Record, none of the directors, officers or employees of the Corporation, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation;
- (l) the Financial Statements fairly present, in all material respects and in accordance with generally accepted accounting principles in Canada, consistently applied, the consolidated financial position and condition, the results of the operations, cash flows and other information purported to be shown therein of the Corporation as at the dates thereof and for the periods then ended and reflect all assets, liabilities and obligations (absolute, accrued, contingent or otherwise) of the Corporation as at the dates thereof required to be disclosed in accordance with generally accepted accounting principles in Canada;
- (m) there has not been any reportable event (within the meaning of Section 4.11 of National Instrument 51-102 - Continuous Disclosure Obligations) with the auditors of the Corporation;
- (n) except as disclosed in the Public Record, there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation from the position set forth in the Financial Statements that has not otherwise been disclosed in the Documents and there has not been any adverse material change in the Business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation since March 31, 2016; and since that date there have been no material facts, transactions,

events or occurrences which could materially adversely affect the Business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation;

- (o) to the best of the Corporation's knowledge, all material receivables recorded on the books of the Corporation are bona fide and are good and collectible without set off or counterclaim, subject to any provision made in the Financial Statements;
- (p) the Corporation has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its securities of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its outstanding securities or agreed to do so;
- (q) the Corporation has not, directly or indirectly, (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment of gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation, and its operations;
- (r) the operations of the Corporation are and have been conducted at all times in compliance with all applicable anti-money laundering laws, regulations, rules and guidelines in its jurisdiction of incorporation and in each other jurisdiction in which such entity, as the case may be, conducts business (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Corporation with respect to any of the Money Laundering Laws is pending or, to the Corporation's knowledge, threatened or contemplated;
- (s) the Corporation has not approved nor entered into any binding or non-binding agreement (including any letter of intent, option or right of first refusal) in respect of any purchase or issuance of Common Shares of the Corporation, or any sale of material property or assets of the Corporation, that is not in the ordinary course of business;
- (t) there are no actions, claims, suits, proceedings or inquiries in existence or, to the knowledge of the Corporation, pending or threatened against or affecting the Corporation at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency which may in any way materially adversely affect the Business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation or their respective properties or assets (taken as a whole) or which affects or may affect the distribution of the Units and the Agent's Option or which would impair the ability of the Corporation to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations contained herein or in the Subscription Agreements and the Corporation is not aware of any existing ground

on which such action, suit, claim, proceeding or inquiry might be commenced with any reasonable likelihood of success;

- (u) there are no material judgments against the Corporation which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation is subject;
- (v) the Corporation is not in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of this Agreement, the Subscription Agreements and the Agent's Option Agreement, or any of the transactions contemplated hereby or thereby, does not and will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would result in a breach of or constitute a default under:
 - (i) any term or provision of the articles, by-laws of the Corporation or resolutions of the directors (or any committee thereof) or shareholders of the Corporation;
 - (ii) any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation or is a party or by which it is bound; or
 - (iii) any law, judgment, decree, order, statute, rule or regulation applicable to the Corporation or its properties or assets,

which default or breach might reasonably be expected to materially adversely affect the Business, operations, capital or condition (financial or otherwise) of the Corporation or would impair the ability of the Corporation to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations contained herein or in the Subscription Agreements and the Agent's Option Agreement;

- (w) other than as disclosed in the Public Record or as entered into by the Corporation in the ordinary course of business, there are no material contracts or agreements to which the Corporation is a party or by which they are bound;
- (x) each of the material contracts and agreements of the Corporation constitute a legally valid and binding agreement of the Corporation, enforceable in accordance with its respective terms (subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law) and, to the knowledge of the Corporation, no party thereto is in default thereunder and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case, which default or event would reasonably be expected to have a material adverse effect on the assets or properties, Business, results of operations, prospects or condition (financial or otherwise) of the Corporation;
- (y) other than as disclosed in the Public Record or provided in writing to the Agent or Agent's Counsel, the Corporation is not a party to any written contracts of employment which may not be terminated on one month's notice nor which provide for payments occurring on a change of control of the Corporation;
- (z) except pursuant to the employment or consulting arrangements between the Corporation and each of its employees and consultants provided to the Agent prior to the Closing Date

and other than as disclosed in the Public Record, and rights otherwise available for employees of the Corporation at common law, or pursuant to statute, and except for the Corporation's incentive stock option plan, there is presently no plan in place for severance or termination pay, retirement bonus, pension benefits, unemployment benefits, deferred compensation, insurance, sick leave, disability, salary continuation, legal benefits, vacation or other employee incentives or compensation that is contributed to or required to be contributed to, by the Corporation for the benefit of any current or former director, senior officer, employee, advisor or consultant of the Corporation;

- (aa) there is not in the constating documents or by-laws of the Corporation, or, except as disclosed to the Agent, in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation is a party, any restriction upon or impediment to the declaration of dividends by the directors of the Corporation or payment of dividends by the Corporation to the holders of the Common Shares;
- (bb) no Securities Commission, other securities commission, the TSXV or any other similar regulatory authority has issued any order preventing or suspending trading of any securities of the Corporation, no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened, and the Corporation is not in default of any material requirement of Applicable Securities Laws;
- (cc) the Corporation has full corporate capacity, power and authority to enter into this Agreement, the Subscription Agreements and the Agent's Option Agreement and to perform its obligations set out herein and therein (including, without limitation, to create, issue and sell the Units and to issue the Agent's Option), and this Agreement is, and the Subscription Agreements will be, on the Closing Date, duly authorized, executed and delivered by the Corporation and this Agreement is, and the Subscription Agreements and Agent's Option Agreement will be, on the Closing Date, legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, subject to the general qualifications that such legality, validity, binding effect and enforceability may be limited by (i) applicable bankruptcy, reorganization, winding-up, insolvency, moratorium, arrangement or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; (iii) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments; (iv) the possibility that rights to indemnity, contribution and waiver under this Agreement may be limited or unavailable under applicable law; (v) applicable laws regarding limitation of actions; and the validity, binding nature and enforceability of provisions in such agreements and each of the agreements contemplated hereby and thereby which purport to sever therefrom any provision which is unenforceable or invalid under applicable law without affecting the enforceability or validity of the remainder of such agreements would be determined in the discretion of the court;
- (dd) the issued and outstanding Common Shares are listed and posted for trading on the TSXV and the Unit Shares to be issued pursuant to the Offering, and the Warrant Shares, Agent's Option Unit Shares and Agent's Option Unit Warrant Shares, if applicable, to be issued pursuant to the terms of the Warrants, Agent's Option and the Agent's Option Unit Warrants, respectively, will be listed and posted for trading on the TSXV upon the

Corporation complying with the usual conditions imposed by the TSXV with respect thereto and the Corporation is in material compliance with the by-laws, rules and regulations of the TSXV;

- (ee) the Corporation is a “reporting issuer” in each of the Provinces of British Columbia, Alberta and Ontario within the meaning of the Applicable Securities Laws in such provinces and is not in default of any material requirement of Applicable Securities Laws;
- (ff) (i) the Corporation, and its predecessor entities have duly and on a timely basis filed all tax returns required to be filed by them, have paid all Taxes due and payable by them and have paid all assessments and reassessments and all other Taxes, governmental charges, penalties, interest and other fines due and payable by them and which are claimed by any governmental authority to be due and owing and adequate provision has been made for Taxes payable for any completed fiscal period for which tax returns are not yet required to be filed; (ii) there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any Taxes, governmental charge or deficiency by the Corporation, and its predecessor entities and there are no actions, suits, proceedings, investigations or claims threatened or pending against the Corporation, and its predecessor entities in respect of Taxes, governmental charges or assessments or any matters under discussion with any governmental authority relating to Taxes, governmental charges or assessments asserted by any such authority; and (iii) the Corporation, and its predecessor entities have withheld from all payments made to any of their officers, directors, employees and non-residents of Canada and other people with respect to whom they are required by law to withhold any payments pursuant to the Tax Act or any other applicable legislation, or in respect of goods and services tax, the amount of all Taxes, including but not limited to income tax, Canada pension plan contributions, employment insurance commission premiums, premiums payable under workman compensatory legislation and other deductions required to be withheld therefrom and have paid the same to the proper tax or other receiving officers within the time required under any applicable tax legislation;
- (gg) the Corporation has established on their books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens, mortgages, charges, pledges, encumbrances or other security interests for Taxes on the assets or properties of any of the foregoing entities, except for Taxes not yet due, and, to the knowledge of the Corporation, there are no audits pending of the tax returns of the Corporation (whether federal, provincial, state, local or foreign), and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that could have a material adverse effect on the Corporation;
- (hh) except as disclosed in the Financial Statements, to the knowledge of the Corporation, neither the Canada Revenue Agency nor any other taxation authority, foreign or domestic, has a current or subsisting assessment, claim or liability for Taxes due or to become due in connection with any review or examination of the tax returns of the Corporation (including, without limitation, any predecessor companies) that could have a material adverse effect on the Corporation, and, to the knowledge of the Corporation, no such assessments, claims or liabilities are being asserted or threatened by the Canada Revenue Agency nor any other taxation authority, foreign or domestic;

- (ii) CST Trust Company at its principal offices in the City of Calgary, Alberta, is the duly appointed registrar and transfer agent of the Corporation with respect to its Common Shares;
- (jj) to the knowledge, information and belief of the Corporation, no insider of the Corporation has a present intention to sell any securities of the Corporation held by such insider;
- (kk) in respect of the assets, properties and Businesses of the Corporation that are operated by it, the Corporation holds all valid licences, permits and similar rights and privileges that are required and necessary under applicable law to operate the assets, properties and Businesses of the Corporation, as presently operated;
- (ll) other than as has been disclosed to the Agent, the Corporation does not have any knowledge of any outstanding rights of first refusal or other preemptive rights of purchase which entitle any person to acquire any of the rights, title, interests, property or assets of the Corporation;
- (mm) except as disclosed to the Agent, the Corporation is the owner of its respective assets, including real property, if any, as may be described in the Financial Statements, and as is being used in the Business, with good and marketable title free and clear of all liens, charges, encumbrances and any other rights of others, other than those disclosed in the Financial Statements (the “**Assets**”), there are no outstanding options or rights of first refusal to purchase any real property or Assets of the Corporation and the Corporation is not aware of any defects, failures or impairments in the title of any of the Corporation’s Assets, including real property, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party, which, in aggregate could have a material adverse effect on the Business of the Corporation;
- (nn) each of the leases pursuant to which the Corporation occupies any premises, are in good standing and in full force and effect, and neither the Corporation is in breach of any material covenants, conditions or obligations contained therein and all facilities leased or subleased thereunder have been operated and maintained by the Corporation in accordance with all requirements thereunder and in accordance with all laws in all material respects;
- (oo) the Corporation has the right to use, or is the registered owner of all right, title and interest in and to the Intellectual Property as is necessary to conduct the Business of the Corporation as it is currently conducted except where the failure to have such rights could not have a material adverse effect on the Corporation. To the knowledge of the Corporation, the conduct of the Business of the Corporation does not infringe upon the trademarks, trade names, patents or copyrights, domestic or foreign, of any other person, except where such infringement could not have a material adverse effect on the Corporation. To the knowledge of the Corporation, the Intellectual Property which is not owned by the Corporation is being used by the Corporation only with the consent of or license from the rightful owner thereof, and all such licences are in full force and effect, except where the failure to have such consent or license could not have a material adverse effect on the Corporation. To the knowledge of the Corporation, there does not exist any claim of adverse ownership, invalidity or any other opposition to or conflict with any Intellectual Property nor any pending or threatened suit, proceeding, claim, demand, action or investigation of any nature or kind against the Corporation relating to the Intellectual

Property, except where such suit, proceeding, claim, demand, action or investigation could not have a material adverse effect on the Corporation. As regards any patents and patent applications, all and only the correct inventors have been named. All registrations and applications for registration of Intellectual Property are in good standing, and have been diligently maintained, and all necessary registrations have been made to confirm the Corporation's rights therein. All Intellectual Property has been duly assigned to the Corporation by the relevant inventors and authors. All confidential information comprised within the Intellectual Property remains confidential and all those individuals and entities with knowledge of such confidential information are contractually bound to the Corporation to maintain the confidentiality of such confidential information. The authors of all copyright works owned by the Corporation have duly assigned such copyright to the Corporation and are the true and only authors of such works and have waived all moral rights in the works in favour of the Corporation;

- (pp) the Corporation is the sole legal and beneficial owner of, has good and marketable title to, and owns all right, title and interest in and to all Corporation IP free and clear of all encumbrances, charges, covenants, conditions, options to purchase and restrictions or other adverse claims or interest of any kind or nature, and the Corporation has no knowledge of any claim of adverse ownership in respect thereof. No consent of any Person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Corporation IP and none of the Corporation IP comprises an improvement to Licensed IP that would give any person any rights to the Corporation IP, including, without limitation, rights to license the Corporation IP. The Corporation has a valid and enforceable right to the Licensed IP used or held for use in the business the Corporation;
- (qq) the Corporation has not received any notice or claim (whether written, oral or otherwise) challenging either the Corporation's ownership or right to use any of the Corporation IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of the Corporation, is there a reasonable basis for any claim that any person other than the Corporation has any claim of legal or beneficial ownership or other claim or interest in any of the Corporation IP;
- (rr) all applications for registration of any Registered Corporation IP are in good standing, are recorded in the name of the Corporation and, other than as would not have a material adverse effect, all such registrations have been filed in a timely manner in the appropriate offices to preserve the rights thereto and, in the case of a provisional application, the Corporation confirms that all right, title and interest in and to the invention(s) disclosed in such application(s) have been or as of the Closing Date will be assigned in writing (without any express right to revoke such assignment) to the Corporation. To the knowledge of the Corporation, there has been no public disclosure, sale or offer for sale of any Corporation IP anywhere in the world that may prevent the valid issue of all available Intellectual Property rights in such Corporation IP. All prior art or other information has been disclosed to the appropriate offices as required in accordance with Applicable IP Laws in the jurisdictions where the applications are pending; No registration of any Corporation IP has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment, cancellation, expungement or lapse would not have a material adverse effect;

- (ss) to the knowledge of the Corporation, the conduct of the business of the Corporation (including, without limitation, the use or other exploitation of the Corporation IP by each of the Corporation or other licensees) has not infringed, violated or misappropriated any Intellectual Property right of any Person;
- (tt) the Corporation is not a party to any action or proceeding, nor, to the knowledge of the Corporation, is or has any action or proceeding been threatened that alleges that any current or proposed conduct of the business of the Corporation (including, without limitation, the use or other exploitation of any Corporation IP by the Corporation or any customers, distributors or other licensees) has or will infringe, violate or misappropriate any Intellectual Property right of any Person;
- (uu) to the knowledge of the Corporation, no person has interfered with, infringed upon, misappropriated, illegally exported, or violated any of the Corporation's rights in the Corporation IP;
- (vv) the Corporation has entered into valid and enforceable written agreements pursuant to which the Corporation has been granted all licenses and permissions to use, reproduce, sub license, sell, modify, update, enhance or otherwise exploit the Licensed IP to the extent required to operate all aspects of the business of the Corporation currently conducted (including, if required, the right to incorporate such Licensed IP into the Corporation IP). All license agreements in respect of the Licensed IP are in full force and effect, and neither the Corporation nor, to the knowledge of the Corporation, any other person is in default of its obligations thereunder;
- (ww) the Corporation has taken all actions that are contractually obligated to be taken and all actions that are customary and reasonable to protect the confidentiality of the Corporation IP;
- (xx) the Corporation has not received any advice or any opinion that any of the Corporation IP is invalid or unregistrable or unenforceable, in whole or in part;
- (yy) the Corporation has not received any grant relating to research and development which is subject to repayment in whole or in part or to conversion to debt upon sale of any securities of the Corporation or which may affect the right of ownership of the Corporation in the Corporation IP;
- (zz) all of the present and past employees of the Corporation, and all of the present and past consultants, contractors and agents of the Corporation performing services relating to the development or modification of the Corporation IP, have entered into a written agreement assigning to the Corporation all right, title and interest in and to all such Intellectual Property;
- (aaa) any and all fees or payments required to keep the Corporation IP and the Licensed IP in force or in effect have been paid;
- (bbb) to the knowledge of the Corporation, there is no claim of infringement or breach by the Corporation of any industrial or Intellectual Property rights of any other person, nor has the Corporation received any notice or threat from any such third party, nor does the

Corporation have knowledge that the use of the business names, trademarks, service marks and other industrial or Intellectual Property of the Corporation infringes upon or breaches any industrial or Intellectual Property rights of any other person;

- (ccc) there are no Intellectual Property disputes, settlement negotiations, settlement agreements or communications relating to the foregoing between the Corporation and any other Persons relating to or potentially relating to the business of the Corporation, which have not been resolved;
- (ddd) the Corporation has conducted and is conducting its business in compliance in all material respects with all Applicable IP Laws of each jurisdiction in which it carries on business and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws;
- (eee) the Corporation does not have knowledge of any reason as a result of which it is not entitled to make use of and commercially exploit the Corporation IP;
- (fff) there are no material restrictions on the ability of the Corporation to use and explore all rights in the Corporation IP required in the ordinary course of the business of the Corporation. None of the rights of the Corporation in the Corporation IP will be impaired or affected in any way by the transactions contemplated by this Agreement,
- (ggg) the Corporation has, to the best of its knowledge, made available to the Agent all material information and material facts relating to the Corporation, and its assets, liabilities and undertakings and such material information and material facts are true and correct in all material respects as at the respective dates of such information or facts;
- (hhh) the Corporation is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts that are customary in the business in which it is engaged; all policies of insurance and fidelity or surety bonds insuring the Corporation or their respective businesses, assets, employees, officers and directors are in full force and effect, the Corporation is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Corporation under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Corporation has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its Business at a cost that would not have a material adverse effect on the condition (financial or otherwise) prospects, earnings, Business or properties of the Corporation;
- (iii) except to the extent that any violation or other matter referred to in this subparagraph does not have a material adverse effect on the Business, financial condition, assets, properties, liabilities or operations of the Corporation:
 - (i) the Corporation is not in violation of any Environmental Laws;

- (ii) the Corporation has operated its Business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (iii) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by the Corporation that have not been remedied;
- (iv) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the Business or assets of the Corporation;
- (v) the Corporation has not failed to report to the proper federal, provincial, municipal or other political subdivision, government, department, commission, board, bureau, agency or instrumentality, domestic or foreign the occurrence of any event which is required to be so reported by any Environmental Law;
- (vi) the Corporation holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its Business and the ownership and use of its assets, all such licenses, permits and approvals are in full force and effect, and the Corporation the Corporation has not received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated; and
- (vii) the Corporation (including, if applicable, any predecessor companies thereof) has not received any notice of, or been prosecuted for an offence alleging, material non-compliance with any Environmental Laws, and the Corporation (including, if applicable, any predecessor companies) has not settled any allegation of material non-compliance short of prosecution;
- (jjj) the Corporation is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of the Corporation and applicable laws, indemnification agreements or covenants that are entered into arising in the ordinary course of business, including operating and similar agreements and title documentation, indemnification and contribution provisions in agency and underwriting agreements, credit agreements with the Corporation's banks, in subscription receipt agreements, subscription agreements and transfer agency agreements) or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other person;
- (kkk) other than as disclosed in the Public Record, the Corporation has no loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with the Corporation that are currently outstanding;

- (lll) no officer, director, or, to the knowledge of the Corporation, any employee or any other person not dealing at arm's length with the Corporation or any associate or affiliate of any such person, owns, has or is entitled to any royalty, net profits interest, carried interest, licensing fee or any other encumbrances or claims of any nature whatsoever from the Corporation;
- (mmm) the representations and warranties made by the Corporation in the Subscription Agreements will be true and correct as of the date at which they are made;
- (nnn) other than as provided for in this Agreement, or in connection with the Non-Brokered Private Placement, the Corporation has not incurred any obligation or liability (absolute, accrued, contingent or otherwise) for brokerage fees, finder's fees, underwriter's or agent's commission or other similar forms of compensation with respect to the transactions contemplated hereby;
- (ooo) no authorization, approval or consent of any court or governmental authority or agency is required to be obtained by the Corporation in connection with the Offering, except as contemplated hereby, including the acceptance of the TSXV;
- (ppp) the books of account and other records of the Corporation, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices;
- (qqq) all filings made by the Corporation under which the Corporation has received or is entitled to government incentives, have been made in accordance, in all material respects, with all applicable legislation and contain no misrepresentations of material fact or omit to state any material fact which could cause any amount previously paid to the Corporation or previously accrued on the accounts thereof to be recovered or disallowed;
- (rrr) at the Closing Date, (i) the Unit Shares, the Warrants and the Agent's Option will be duly and validly created, authorized, allotted, issued and delivered;(ii) the Unit Shares will be issued as fully paid and non-assessable Common Shares in the capital of the Corporation;(iii) the Warrant Shares, the Agent's Option Unit Shares, the Agent's Option Unit Warrants and the Agent's Option Unit Warrant Shares will be duly and validly authorized and reserved for issuance; (iv) upon issuance in accordance with the due and proper exercise of the Warrants, the Warrant Shares will be issued as fully paid and non-assessable Common Shares in the capital of the Corporation; (v) upon issuance in accordance with the due and proper exercise of any Agent's Option Agreement, the Agent's Option Unit Shares will be issued as fully paid and non-assessable Common Shares in the capital of the Corporation; (vi) upon issuance in accordance with the due and proper exercise of any Agent's Option Agreement, the Agent's Option Unit Warrants will be issued as fully paid and non-assessable; and (vii) upon issuance in accordance with the due and proper exercise of any Agent's Option Unit Warrants, the Agent's Option Unit Warrant Shares will be issued as fully paid and non-assessable Common Shares in the capital of the Corporation;
- (sss) the definitive form of certificates for the Common Shares, the Unit Shares (if applicable), the Warrants (or Warrant Indenture, as applicable) and the Agent's Option have been, and

will be on the Closing Date, duly authorized, approved and adopted by the Corporation and comply with all legal requirements relating thereto;

- (ttt) the Corporation has taken or will take prior to the Closing Date all such reasonable steps as may be necessary to comply with such requirements of Applicable Securities Laws such that the Units may, in accordance with Applicable Securities Laws, be offered for sale and sold on a private placement basis in the Selling Jurisdictions through the Agent or any other investment dealers or brokers registered in the applicable Selling Jurisdictions and complying with Applicable Securities Laws by way of the exemptions to the prospectus requirements;
- (uuu) the Corporation does not have a shareholder rights protection plan in place;
- (vvv) to the knowledge of the Corporation, neither the Corporation nor any of its shareholders is a party to any unanimous shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation;
- (www) to the knowledge of the Corporation, none of its directors or officers are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange;
- (xxx) the Due Diligence Session Responses will be true and correct where they relate to matters of fact, and in all material respects as at the time such responses are given and, to the knowledge of the Corporation, such responses taken as a whole shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given, and the Corporation and its directors and officers will have responded in a thorough and complete fashion. Where the Due Diligence Session Responses reflect the opinion or view of the Corporation or its directors or officers (including, Due Diligence Session Responses or portions of such Due Diligence Session Responses, which are forward-looking or otherwise relate to projections, forecasts or estimates of future performance or results (operating, financial or otherwise)) (“**Forward-looking Statements**”), such opinions or views are subject to the qualifications and provisions set forth in the Due Diligence Session Responses and will be honestly held and believed to be reasonable at the time they are given; provided, however, it shall not constitute a breach of this paragraph solely if the actual results vary or differ from those contained in Forward-looking Statements; and
- (yyy) the Corporation has not received any notice from any court, governmental agency or body or regulatory authority of any restriction on its ability to conduct its Business as it is currently conducted or proposed to be conducted, or to own, lease or operate its properties and assets.

It is further agreed by the Corporation that all representations, warranties and covenants in this Section 6 made by the Corporation to the Agent shall also be deemed to be made for the benefit of the Subscribers as if the Subscribers were also parties hereto (it being agreed that the Agent is acting for and on behalf of the Subscribers for this purpose).

Section 7 Conditions

The obligations of the Agent hereunder shall be conditional upon the Agent being satisfied with and/or receiving as applicable, and the Agent shall have the right on the Closing Time, on behalf of Subscribers, to withdraw all Subscription Agreements delivered and not previously withdrawn by Subscribers unless the Agent is satisfied with and/or receives at the Closing Time:

- (a) a legal opinion of the Corporation's Counsel (addressed to the Agent and the Subscribers) in form and substance satisfactory to the Agent, acting reasonably, relating to the creation, offering, issuance and sale of the Units and Agent's Option, including, without limitation, the matters set forth in Schedule A hereto, and as to all other legal matters, including compliance with Applicable Securities Laws, in any way connected with the creation, offering, issuance, sale and delivery of the Units, Unit Shares, Warrants, Warrant Shares, Agent's Option, Agent's Option Units, Agent's Option Unit Shares, Agent's Option Unit Warrants and Agent's Option Unit Warrant Shares as the Agent and the Agent's Counsel may reasonably request.

It is understood that the Corporation's Counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than the jurisdiction of residence of such Corporation's Counsel or the federal laws of Canada and on certificates of officers of the Corporation, the transfer agent of the Common Shares and the auditors of the Corporation as to relevant matters of fact;

- (b) a certificate of the Corporation dated the Closing Date, addressed to the Agent and the Subscribers and signed on the Corporation's behalf by two senior officers of the Corporation satisfactory to the Agent, acting reasonably, certifying that:
 - (i) the Corporation has complied with and satisfied all terms and conditions of this Agreement and the Subscription Agreements on its part to be complied with or satisfied at or prior to the Closing Time, other than those which have been waived in writing by the Agent;
 - (ii) the representations and warranties of the Corporation set forth in this Agreement and the Subscription Agreements are true and correct in all material respects at the Closing Time, as if made at such time;
 - (iii) no event of material default under any material agreement or instrument to which the Corporation is a party has occurred and no event which with the giving of notice or the passage of time or both would constitute an event of material default under any such agreement or instrument has occurred and is continuing;
 - (iv) no event of a nature referred to in Section 12(a), (b), (c), (e) or (g) of this Agreement has occurred since the Effective Date of this Agreement or to the knowledge of such officers is pending, contemplated or threatened (excluding, in the case of Sections 12 (c), (e) or (g) of this Agreement, any requirement to make any determination as to the Agent's opinion);
 - (v) there have been no material changes to the Due Diligence Session Responses; and

- (vi) except with respect to post-closing notice filings required under applicable Canadian federal or provincial securities laws, the Corporation has made or obtained, on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances under Applicable Securities Laws, from the TSXV and under any applicable agreement or document to which the Corporation is a party or by which it is bound, required for the execution and delivery of this Agreement, the Subscription Agreements and the Agent's Option Agreement, the offering and sale in the applicable Selling Jurisdictions of the Units, the issuance of the Agent's Option and the consummation of the other transactions contemplated hereby or thereby (subject to completion of filings with certain regulatory authorities following the Closing Date),

and the Agent shall have no knowledge to the contrary;

- (c) the Agent's Option Agreement and confirmation of the deposit of the Unit Shares and Warrants with CDS Clearing and Depository Services Inc. or its nominee representing, in the aggregate, the Units subscribed for or purchased, registered in such name or names as the Agent shall notify the Corporation in writing of not less than 24 hours prior to the Closing Time, provided such Unit Shares and Warrants registered in such names may, subject to receipt by the Corporation of a satisfactory indemnity, be delivered in advance of the Closing Date to the Agent or such other parties in such locations as the Agent may direct and the Agent and the Corporation may agree upon;
- (d) executed copies of this Agreement, each of the Subscription Agreements and the Agent's Option Agreement, and all other documents to be delivered pursuant to this Agreement, each in form and substance reasonably satisfactory to the Agent and the Agent's Counsel;
- (e) evidence that the Corporation has obtained all necessary approvals of the TSXV in form and substance reasonably satisfactory to the Agent and the Agent's Counsel for:
 - (i) the issuance of the Unit Shares, the Warrants and the Agent's Option; and
 - (ii) the listing of the Unit Shares, the Warrant Shares, the Agent's Option Unit Shares and the Agent's Option Unit Warrant Shares;

subject to the filing of documents and the payment of fees which may be required by the TSXV;

- (f) the Agent shall have completed and be satisfied, in its sole discretion, with the results of its due diligence investigations regarding the Corporation, its Business, operations and financial condition and market conditions at the Closing Time;
- (g) at or prior to the initial closing of the Offering, the Corporation shall have completed the Non-Brokered Private Placement in any amount up to 4,000,000 Units, the Non-Brokered Private Placement shall have terminated upon completion of the initial closing of the Offering, and the Corporation shall have provided evidence of the completion and confirmation of the termination of the Non-Brokered Private Placement to the Agent; and

- (h) such further and other documentation as may be contemplated by this Agreement and such other certificates and documents as the Agent may request, acting reasonably.

The foregoing conditions are for the sole benefit of the Agent and may be waived in whole or in part by the Agent at any time and, without limitation, the Agent shall have the right, on behalf of potential Subscribers, to withdraw all Subscription Agreements delivered and not previously withdrawn or rescinded by such persons. If any of the foregoing conditions are not met, the Agent may terminate its obligations under this Agreement without prejudice to any other remedies it may have.

Section 8 Closing

The issue and sale of the Units shall be completed at the Closing Time at the offices of the Corporation's Counsel in Calgary, Alberta or at such other place as the Corporation and the Agent may agree. Subject to the conditions set forth in Section 7, the Agent, on the Closing Date, shall:

- (a) deliver to the Corporation all completed Subscription Agreements (including any applicable documents specifically referred to in the Subscription Agreements), in form and substance reasonably satisfactory to the Corporation and the Corporation's Counsel;
- (b) deliver to the Corporation originally executed copies of all forms required under Applicable Securities Laws and by the TSXV from each of the Subscribers; and
- (c) deliver a certified cheque or bank draft or effect the wire transfer of funds to the Corporation in an amount equal to the aggregate of all subscriptions for the Units delivered to and accepted by the Corporation, net of the fees and expenses provided for in Section 9 and Section 10, respectively;

against delivery by the Corporation of:

- (d) the deposit of the Unit Shares and Warrants with CDS Clearing and Depository Services Inc. or its nominee and Agent's Option Agreement referred to in Section 7(c), the opinions referred to in Section 7(a) hereof, and the certificate referred to in Section 7(b) hereof, to be delivered at the Closing Time; and
- (e) such further documentation as may be contemplated by this Agreement or that may reasonably be requested by Agent's Counsel.

The Corporation may not reject any properly completed Subscription Agreement which is in compliance with Applicable Securities Laws, unless (i) the principal amount of the Units subscribed for or purchased pursuant to all Subscription Agreements tendered by the Agent exceeds the maximum principal amount of the Units to be sold under this Agreement, in which case Subscription Agreements representing the over-allotment shall, in consultation with the Agent, be rejected or (ii) unless the acceptance of such Subscription Agreement may breach or violate any Applicable Securities Laws.

Section 9 Agent's Commission, Corporate Finance Fee and Agent's Option

In consideration for the services provided by the Agent hereunder, the Corporation agrees to pay to the Agent on the Closing Date a fee (the "**Agent's Commission**"), payable in cash or Units (or any combination of cash of Units the Agent shall determine), at the election of the Agent, equal to 7.0% of the

aggregate gross proceeds of the Offering. In addition, the Corporation agrees to pay to the Agent a corporate finance fee in the amount of \$98,000 plus GST plus an additional 140,000 Agent's Options. The Agent may elect to receive \$63,000 of the corporate finance fee in Units (140,000 Units). The Agent confirms and acknowledges that \$17,500 plus GST of the corporate finance fee has been paid to the Agent prior to the initial closing of the Offering. The foregoing Agent's Commission and remaining portion of the corporate finance fee will be deducted from the aggregate gross proceeds of the sale of the Units and withheld for the account of the Agent.

Section 10 Expenses

Whether or not the transactions contemplated herein shall be completed, all costs and expenses of or incidental to the creation, issue, sale or distribution of the Units shall be borne by the Corporation, including, without limitation, all costs and expenses of or incidental to the private placement of the Units, the fees and expenses of the Corporation's Counsel, local agent counsel retained by the Corporation's Counsel, the Corporation's auditors, the reasonable out-of-pocket expenses of the Agent and the Agent's legal fees plus disbursements and GST (collectively, the "**Agent's Expenses**"), and all other costs and expenses relating to the transactions contemplated herein. The Agent's Counsel legal fees will not exceed \$40,000 of fees (exclusive of applicable taxes and disbursements) without the approval of the Corporation. The Agent confirms and acknowledges that a deposit of \$20,000 for Agent's Expenses has been paid to the Agent prior to the initial closing of the Offering. The remaining Agent's Expenses shall be payable by the Corporation whether or not the Offering is completed immediately upon receiving an invoice therefor from the Agent: (i) at the Closing Time; or (ii) upon the issuance of an invoice from the Agent.

Section 11 Waiver

The Agent may, in respect of the Corporation, waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, covenant, term or condition hereof, or extend the time for compliance therewith, without prejudice to any of its rights in respect of any other representation, warranty, covenant, term or condition hereof or any other breach of, default under or non-compliance with any other representation, warranty, covenant, term or condition hereof, provided that any such waiver or extension shall be binding on the Agent only if the same is in writing.

Section 12 Termination Events

In addition to any other remedies which may be available to the Agent, the Agent shall be entitled, at its option, to terminate and cancel, without any liability on the Agent's part, its obligations hereunder, and the obligations of any Subscriber under any Subscription Agreement provided by the Agent, by written notice to the Corporation, in the event that after the Effective Date and at or prior to the Closing Time:

- (a) any of the Subscribers for Units in the Selling Jurisdictions or the Agent's Option would be subject to a hold period of greater than four months and one day following the Closing Date under Applicable Securities Laws in the Selling Jurisdictions;
- (b) any order to cease or suspend trading in any securities of the Corporation, or prohibiting or restricting the issuance and/or distribution of the Units or Agent's Option is made, or proceedings are announced, commenced or threatened for the making of any such order, by any securities commission or similar regulatory authority, or by any other competent authority, and the same has not been rescinded, revoked or withdrawn;

- (c) any inquiry, investigation (whether formal or informal) or other proceeding in relation to the Corporation, or any of its directors or senior officers is announced or commenced by any securities commission, or by any other competent authority, or any order is issued under or pursuant to any applicable law or regulatory authority (unless based on the activities or alleged activities of the Agent or its agent), or there is any change of law, regulation or policy or the interpretation or administration thereof, and the same has not been rescinded, revoked or withdrawn, which, in the sole opinion of the Agent, acting reasonably, materially adversely affects, or may materially adversely affect, the issuance and/or distribution of the Units or the Agent's Option;
- (d) there should develop, occur or come into effect or existence any event, action, state, condition (including, without limitation, terrorism or accident) or major financial occurrence of national or international consequence, or any action by government, law or regulation, enquiry or any other occurrence of any nature whatsoever which in the sole opinion of the Agent, acting reasonably, materially adversely affects, or involves, or might be expected to materially adversely affect or involve, the financial markets or the Business, operations or affairs of the Corporation or the state of the financial markets or the Corporation's industry is such that the Units cannot, in the sole opinion of the Agent, be successfully or profitably marketed;
- (e) there should occur any change, event, fact or circumstance (actual, contemplated or threatened) of the nature referred to in Section 3(a) hereof or any development that could result in such a change, event, fact or circumstance, any of which, in the sole opinion of the Agent, acting reasonably, could be expected to have a material adverse effect on the Business, operations, capital condition (financial or otherwise), properties, assets, liabilities, obligations or affairs of the Corporation or the market price or value or the marketability of the Units;
- (f) in the sole opinion of the Agent, acting reasonably, the Corporation is in breach of, default under or non-compliance with any representation, warranty, covenant, term or condition of this Agreement or the Subscription Agreements; or
- (g) the Agent shall become aware, as a result of its due diligence review or otherwise, of any adverse material information, fact or change (in the sole opinion of the Agent, acting reasonably) with respect to the Corporation which had not been publicly disclosed or disclosed in writing to the Agent prior to the Effective Date or which occurred after the Effective Date but prior to the Closing Time,

in any of such cases, the Agent shall be entitled, at its option, to terminate and cancel its obligations to the Corporation under this Agreement and the obligations of any Subscriber provided by the Agent under any Subscription Agreement. If the Agent elects to terminate its obligations to the Corporation under this Agreement whether or not the reason for such termination is within or beyond the control of the Corporation, the liability of the Corporation to the Agent under this Agreement or with respect to the subject matter hereof shall be limited to Sections 10 and 16 through 18 inclusive.

Section 13 Continuation of Termination Right

The Agent may exercise any or all of the rights provided for in Section 7, Section 11 or Section 12 notwithstanding any material change, change, event or state of facts and notwithstanding any act or thing

taken or done by the Agent or any inaction by the Agent, whether before or after the occurrence of any material change, change, event or state of facts including, without limitation, any act of the Agent related to the offering or continued offering of the sale of the Units. The Agent shall only be considered to have waived or be estopped from exercising or relying upon any of its rights under or pursuant to Section 7, Section 11 or Section 12 if such waiver or estoppel is in writing and specifically waives or estops such exercise or reliance.

Section 14 Exercise of Termination Right and Effect of Termination Right

Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Corporation, provided that no termination shall discharge or otherwise affect any obligation of the Corporation under Section 10, Section 15, Section 16, Section 17 or Section 18 hereof. The rights of the Agent to terminate its obligations hereunder are in addition to, and without prejudice to, any other remedies it may have.

Section 15 Survival

All representations, warranties, covenants, indemnities, terms and conditions herein or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the payment by the Agent for the Units and shall continue in full force and effect for the benefit of the Agent and the Subscribers, on the one hand, and the Corporation on the other hand, regardless of any investigation by or on behalf of the Agent, or the Corporation, with respect thereto, respectively, for the earlier of: (1) the statute of limitations period, and (2) three years from the Closing Date.

Section 16 Indemnity

The Corporation shall indemnify and save each of the Indemnified Persons harmless against and from all liabilities, claims, actions, demands, losses (other than losses of profit), costs, damages and expenses to which any of the Indemnified Persons may be subject or which any of the Indemnified Persons may suffer or incur, jointly or severally, whether under the provisions of any statute or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

- (a) any information or statement contained in this Agreement, the Public Record, the Documents or any certificate or other information or documents delivered by or on behalf of the Corporation to the Agent hereunder or in connection with the Offering, including, for greater certainty, the distribution of the Units or the Agent's Option, which is or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;
- (b) any misrepresentation or alleged misrepresentation contained in this Agreement, Public Record or the Documents (except a misrepresentation or alleged misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent or the Agent's Counsel expressly for inclusion in the Documents);

- (c) any prohibition or restriction of trading in any of the securities of the Corporation or any prohibition or restriction affecting the distribution of the Units or the Agent's Option (not based upon the activities or the alleged activities of the Agent or the Selling Dealer Group members, if any) imposed by any of the Securities Commissions or any other competent authority;
- (d) any order made or any inquiry, investigation (whether formal or informal) or other proceeding commenced or threatened by any of the Securities Commissions or any other one or more competent authorities (not based upon the activities or the alleged activities of the Agent or the Selling Dealer Group members, if any) into the affairs of the Corporation or any of its directors, officers or principal shareholders or relating to or affecting the trading or distribution of the Units or the Agent's Option; or
- (e) any breach of, default under or non-compliance by the Corporation with any representation, warranty, term or condition of this Agreement or the Subscription Agreements or any requirement of Applicable Securities Laws or the acceptance of a Subscription Agreement from, and the issuance of Units pursuant thereto to, a Subscriber resident in or subject to the securities laws of a jurisdiction other than Canada and who was apprised of the private placement described herein by an entity other than the Agent or any of its affiliates;

provided that in the event and to the extent that a court of competent jurisdiction in the final judgment from which no appeal can be made or a regulatory authority in a final ruling from which no appeal can be made shall determine that any matter in respect of which indemnity may be sought hereunder resulted solely from the gross negligence, bad faith conduct or wilful misconduct of an Indemnified Person, this indemnity shall not apply.

The Corporation hereby waives its right to recover contribution from the Agent with respect to any liability of the Corporation by reason of or arising out of any misrepresentation in the Public Record or the Documents, provided, however, that such waiver shall not apply in respect of liability caused or incurred by reason of or arising out of: (i) any misrepresentation which is based upon information relating solely to the Agent contained in such document and furnished to the Corporation by the Agent expressly for inclusion in such document; or (ii) any failure by the Agent to provide to prospective purchasers of Units any document which the Corporation is required to provide to such prospective purchasers and which the Corporation has provided to the Agent to forward to such prospective purchasers.

The Corporation agrees that in case any legal proceedings or investigation shall be brought against or initiated against the Corporation by any governmental commission, regulatory authority, exchange, court or other authority and an Indemnified Person or other representative of the Agent shall be required to testify or respond to procedures designed to discover information regarding, in connection with or relating to the performance of professional services rendered to the Corporation by the Agent, the Corporation shall pay the Agent the reasonable costs (including an amount to reimburse the Agent for the time spent by its personnel in connection therewith on a per diem basis and out of pocket expenses) in connection therewith unless such proceedings or investigations shall be brought or initiated as a result of any gross negligence, fraud, bad faith, wilful misconduct or any actions or inactions of the Agent, or any of its affiliates or any member of the Selling Dealer Group.

It is the intention of the Corporation to constitute the Agent as trustee for the Indemnified Persons for the purposes of Section 16, Section 17 and Section 18 and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

The rights and remedies of the Indemnified Person set forth in Section 16 and Section 17 hereof are to the fullest extent possible in law, cumulative and not alternative, and the election by any or other Indemnified Person to exercise any such right or remedy shall not be, and shall not be deemed to be, a waiver of any other rights and remedies.

The Corporation waives any right the Corporation may have of first requiring an Indemnified Person to proceed against or enforce any other right, power, remedy or security or claim or to claim payment from any other person before claiming under this indemnity. It is not necessary for an Indemnified Person to incur expense or make payment before enforcing such indemnity.

Section 17 Notice of Indemnity Claim

If any claim contemplated by Section 16 shall be asserted against any of the Indemnified Persons in respect of which indemnification is or might reasonably be considered to be provided for in such section, such Indemnified Person shall notify the Corporation as soon as possible of the nature of such claim and the Corporation shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided however, that the defence shall be through legal counsel selected by the Corporation and acceptable to the Indemnified Person, acting reasonably. The Indemnified Person shall have the right to retain its own counsel in any proceeding relating to a claim contemplated by Section 16 if:

- (a) the Indemnified Person has been advised in writing by counsel that there may be an actual or potential conflict in the Corporation's and the Indemnified Person's respective interest or there may be a material legal defence available to the Indemnified Person which is different from or additional to a defence available to the Corporation (in which case the Corporation shall not have the right to assume the defence of such proceedings on the Indemnified Person's behalf);
- (b) the Corporation shall not have undertaken the defence of such proceedings, or indicated its intent to do so, and employed counsel within ten (10) days after notice of commencement of such proceedings; or
- (c) the employment of such counsel has been authorized by the Corporation in connection with the defence of such proceeding;

and, in any such event, the reasonable fees and expenses of such Indemnified Person's counsel (on a solicitor and his client basis) shall be paid by the Corporation; it being understood, however, that the Corporation shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to any local counsel) for all Indemnified Persons. No admission of liability and no settlement of any proceeding shall be made without the consent of the Indemnified Persons affected, such consent not to be unreasonably withheld or delayed. No admission of liability shall be made by an Indemnified Person without the consent of the Corporation, such consent not to be unreasonably withheld or delayed, and the Corporation shall not be liable for any settlement or any proceeding made without its consent, such consent not to be unreasonably withheld or delayed.

Section 18 Right of Contribution

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Agreement is due in accordance with its terms but is (in whole or in part), for any reason, held by a court to be unavailable from the Corporation on grounds of policy or otherwise, each of the Corporation and the party or parties seeking indemnification shall contribute to the aggregate liabilities, claims, demands, losses (other than losses of profit), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) to which they may be subject or which they may suffer or incur:

- (a) in such proportion as is appropriate to reflect the relative benefit received by the Corporation on the one hand and by the party or parties seeking indemnity on the other hand from the Offering; or
- (b) if the allocation provided by Section 18(a) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in Section 18(a) but also to reflect the relative fault of the party or parties seeking indemnity, on the one hand, and the parties from whom indemnity is sought, on the other hand, in connection with the statement, omission, misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing which resulted in such liabilities, claims, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation, on the one hand, and the Agent, on the other hand, shall be deemed to be in the same proportion that the total proceeds of the Offering received by the Corporation (net of fees but before deducting expenses) bear to the consideration received by the Agent.

The amount paid or payable by an Indemnified Person as a result of liabilities, claims, demands, losses (other than losses of profit), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) referred to above shall, without limitation, include any legal or other expenses reasonably incurred by the Indemnified Person in connection with investigating or defending such liabilities, claims, demands, losses, costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof), whether or not resulting in any action, suit, proceeding or claim.

The Corporation agrees that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding sections. The rights to contribution provided in this Section 18 shall be in addition to, and without prejudice to, any other right to contribution which the Agent may have.

Any liability of the Agent under this Section 18 shall be limited to the amount payable to the Agent pursuant to Section 9.

The obligations under the indemnity and right of contribution provided herein shall apply whether or not the transactions contemplated by this Agreement are completed and shall survive the completion of the transactions contemplated under this Agreement and the termination of this Agreement.

Section 19 Severance

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

Section 20 Relationship Between the Corporation and the Agent

The Corporation: (a) acknowledges and agrees that the purchase and sale of the Units pursuant to this Agreement is an arm's length commercial transaction between the Corporation, on the one hand, and the Agent, on the other; (b) acknowledges and agrees that the Agent may have certain statutory obligations as a registrant under the Applicable Securities Laws and may have fiduciary relationships with its clients; (c) acknowledges and agrees that the Agent is not a fiduciary of the Corporation; and (d) consents to the Agent acting hereunder while continuing to act for its clients. To the extent that the Agent's statutory obligations as registrant under the Applicable Securities Laws or fiduciary relationships with its clients (if any) conflict with obligations hereunder, the Agent shall be entitled to fulfill its statutory obligations as a registrant under the Applicable Securities Laws and its duties to its clients. Nothing in this Agreement shall be interpreted to prevent the Agent from fulfilling its statutory obligations as a registrant under the Applicable Securities Laws or to act as a fiduciary of its clients.

In connection with the above, the Corporation acknowledges and agrees that the Agent has not assumed an advisory or fiduciary responsibility in favour of the Corporation with respect to the Offering or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Corporation on other matters) or any other obligation to the Corporation other than the obligations expressly set forth in this Agreement, that the Agent has not provided any legal, accounting, regulatory or tax advice with respect to the Offering and that the Corporation has consulted its own legal, accounting, regulatory, tax and financial advisors to the extent the Corporation deemed appropriate. The Corporation agrees that it will not claim that the Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Corporation in connection with the Offering or the process leading thereto.

Section 21 Appointment of the Agent

The Corporation acknowledges and agrees that the Agent has been appointed as an agent or power of attorney to perform certain functions including properly filling out the Subscription Agreements and to make certain decisions on behalf of the Subscribers as set forth in the Subscription Agreements. The Corporation will use all reasonable commercial efforts to assist the Agent in carrying out its appointment in this regard.

Section 22 Notices

Any notice or other communication to be given hereunder shall, in the case of notice to be given to the Corporation, be addressed to:

- (a) If to the Corporation, to:

Radiant Technologies Inc.
8223 Roper Road
Edmonton, Alberta

T6E 6S4

Attention: Denis Taschuk, Chief Executive Officer
Fax: (780) 465-1381
E-mail: dtaschuk@radientinc.com

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, British Columbia
V6C 0A3

Attention: Steve Saville
Fax: (604) 631-3232
E-mail: ssaville@fasken.com

(b) If to the Agent, to:

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, Ontario
M5J 2S1

Attention: Jeff German
E-mail: jgerman@canaccordgenuity.com

with a copy (which shall not constitute notice) to:
DLA Piper (Canada) LLP
Suite 1000, 250 2nd Street SW
Calgary, Alberta
T2P 0C1

Attention: Trevor Wong-Chor
Fax: (403) 213-4473
E-mail: trevor.wong-chor@dlapiper.com

or to such other address as the party may designate by notice given to the others. Each communication shall be personally delivered to the addressee or sent by facsimile transmission to the addressee, and:

- (a) a communication which is personally delivered shall, if delivered before 5:00 p.m. (Calgary time) on a Business Day, be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first Business Day following the day on which it is delivered; and
- (b) a communication which is sent by facsimile transmission shall, if sent on a Business Day before 5:00 p.m. (Calgary time), be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is sent.

Section 23 Announcements

Subject to Applicable Securities Laws, the Corporation acknowledges and agrees that no press release or public announcement in connection with this Offering or the relationship between the Corporation and the Agent shall be made without the prior written consent of the Agent, such consent not to be unreasonably withheld. Nothing in this paragraph or this Agreement shall operate or have the effect of precluding the Corporation from discharging its continuous disclosure obligations or other obligations under Applicable Securities Laws.

Section 24 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each of the Corporation and the Agent hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta.

Section 25 Time of the Essence

Time shall be of the essence of this Agreement.

Section 26 Headings

The headings in this Agreement are for convenience of reference only and are not to affect the construction and interpretation of this Agreement.

Section 27 Included Words

Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body corporate where the context or the parties so require.

Section 28 Binding Agreement

This Agreement will bind and benefit each of the parties including their respective successors and permitted assigns.

Section 29 Collateral Representations

None of the parties is bound by any representation or warranty or agreement not included in this Agreement, and in particular, no representation or warranty by any of the parties not expressed in this Agreement is to be implied.

Section 30 Counterpart Execution

This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. Delivery of counterparts may be effected by facsimile transmission or other electronic communication (including by email in portable document format (pdf)).

Section 31 Further Assurances

Each party to this Agreement covenants and agrees that from time to time, it will, at the request of the requesting party, execute and deliver all such documents and do all such other acts and things as any party hereto, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

Section 32 Entire Agreement

It is understood that the terms and conditions of this Agreement supersede any previous verbal or written agreement between the Agent and the Corporation with respect to the issuance of securities by the Corporation including the Term Sheet.

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and by returning the same to Canaccord Genuity Corp.

CANACCORD GENUITY CORP.

Per: “Graham Saunders”

Authorized Signatory

ACCEPTED AND AGREED to this 9th day of March, 2017.

RADIANT TECHNOLOGIES INC.

Per: “Denis Taschuck”

Authorized Signatory

SCHEDULE A

To an Agreement executed March 9, 2017 and dated effective February 12, 2017 between Radiant Technologies Inc. and Canaccord Genuity Corp.

[NOTE THAT THE BELOW OPINIONS ARE ONLY THE SUBSTANCE OF THE OPINIONS TO BE GIVEN BY THE CORPORATION'S COUNSEL AND WILL BE REVISED BY THE CORPORATION'S COUNSEL AND FINALIZED BY NEGOTIATION BETWEEN AGENT'S COUNSEL AND THE CORPORATION'S COUNSEL PRIOR TO THE CLOSING TIME]

1. The Corporation has been duly incorporated, amalgamated or formed, as the case may be, is valid and subsisting under the laws of the jurisdiction of its incorporation or formation, and has all requisite corporate power, capacity and authority to carry on its business as now conducted by it and to own its properties and assets and is duly registered to carry on business in British Columbia and Alberta.
2. The Corporation has full corporate power and authority to enter into this Agreement, the Subscription Agreements, the Warrant Indenture and the Agent's Option Agreement and to perform its obligations set out herein and therein and this Agreement, the Subscription Agreements, the Warrant Indenture and the Agent's Option Agreement have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their terms subject to normal qualifications including those relating to creditors' rights generally and except that rights to indemnity may be limited by applicable law.
3. The execution and delivery of this Agreement, the Subscription Agreements, the Warrant Indenture and the Agent's Option Agreement and the fulfilment of the terms hereof and thereof by the Corporation, and the performance of and compliance with the terms of this Agreement, the Subscription Agreements, the Warrant Indenture and the Agent's Option Agreement by the Corporation does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under: (i) any applicable laws of the Province of Alberta or the federal laws of Canada applicable therein; or (ii) any term or provision of the articles, by-laws or other constating documents as applicable or any resolutions of the directors (or any committee thereof) or shareholders of the Corporation.
4. The Corporation is authorized to issue an unlimited number of Common Shares and an unlimited number of preferred shares, of which, as at the date hereof and prior to the issuance of the Units, 134,260,681 Common Shares are issued and outstanding.
5. The form of the definitive certificate representing the Common Shares and the Agent's Option Agreement have been duly approved and adopted by the board of directors of the Corporation. The definitive certificate representing the Common Share complies with the requirements of the CBCA.
6. The Corporation has full corporate power, capacity and authority to create, issue and sell the Units; the Unit Shares, the Warrants and the Agent's Option have been duly and validly authorized, created, issued and delivered in accordance with the Agency Agreement and the Unit Shares have been validly issued as fully paid and non-assessable Common Shares in the capital of the Corporation; the Warrant Shares, the Agent's Option Unit Shares, the Agent's Option Unit Warrants and the Agent's Option Unit Warrant Shares will be duly and validly authorized and reserved for issuance; in the case of

the Warrant Shares, upon issuance in accordance with the due and proper exercise of the Warrants, the Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Corporation; in the case of the Agent's Option Unit Shares, upon issuance in accordance with the due and proper exercise of any Agent's Option Agreement, the Agent's Option Unit Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Corporation; in the case of the Agent's Option Unit Warrants, upon issuance in accordance with the due and proper exercise of any Agent's Option Agreement, the Agent's Option Unit Warrants will be duly and validly issued as fully paid and non-assessable; and, in the case of the Agent's Option Unit Warrant Shares, upon issuance in accordance with the due and proper exercise of any Agent's Option Unit Warrants, the Agent's Option Unit Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Corporation.

7. The offering, issuance, sale and delivery to Subscribers resident in the Selling Jurisdictions of the Unit Shares and Warrants in accordance with the Agency Agreement, and the issuance and delivery to the Agent in the Selling Jurisdictions of the Agent's Option in accordance with the Agency Agreement, are exempt from the prospectus requirements of the Applicable Securities Laws and no other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations of regulatory authorities in the Selling Jurisdictions obtained under the Applicable Securities Laws to permit such offering, issuance, sale and delivery of such Unit Shares and Warrants and such issuance and delivery of the Agent's Option; we note however that the Corporation is required to file within ten days of the Closing Date a report of exempt distribution on Form 45-106F1, and Form 45-106F6 if applicable, prepared and executed in accordance with National Instrument 45-106 - Prospectus and Registration Exemptions in the Selling Jurisdictions in which the distributions take place together with the requisite filing fees.

8. The issuance of the Warrant Shares upon the exercise of the Warrants pursuant to and in accordance with the terms and conditions of the Warrant Certificates will be exempt from the prospectus requirements of the Applicable Securities Laws and no other documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of regulatory authorities in the Selling Jurisdictions obtained under the Applicable Securities Laws to permit the issuance of the Warrant Shares pursuant to and in accordance with the terms of the Warrant Certificates.

9. The issuance of the Agent's Option Unit Shares and the Agent's Option Unit Warrants upon the exercise of the Agent's Option pursuant to and in accordance with the terms and conditions of the Agent's Option Agreement will be exempt from the prospectus requirements of the Applicable Securities Laws and no other documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of regulatory authorities in the Selling Jurisdictions obtained under the Applicable Securities Laws to permit the issuance of the Agent's Option Unit Shares and the Agent's Option Unit Warrants pursuant to and in accordance with the terms of the Agent's Option Agreement.

10. The issuance of the Agent's Option Unit Warrant Shares upon the exercise of the Agent's Option Unit Warrants pursuant to and in accordance with the terms and conditions of the Agent's Option Unit Warrants will be exempt from the prospectus requirements of the Applicable Securities Laws and no other documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of regulatory authorities in the Selling Jurisdictions obtained under the Applicable Securities Laws to permit the issuance of the Agent's Option Unit Warrant Shares pursuant to and in accordance with the terms of the Agent's Option Unit Warrants.

11. The first trade by a Subscriber of Unit Shares, Warrants and Warrant Shares in the Selling Jurisdictions, other than a trade which is otherwise exempt under Applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements of the Applicable Securities Laws unless:

- (a) at the time of such trade, the Corporation is and has been a “reporting issuer” (within the meaning of the Applicable Securities Laws of such jurisdiction) in a “jurisdiction” (as such term is defined in National Instrument 14-101 Definitions) in Canada, for the four months immediately preceding such trade;
- (b) at the time of such trade, at least four months have elapsed from the date of distribution of the Units;
- (c) the certificates representing Unit Shares and Warrants, and to the extent that the Warrant Shares are not issued at least four months and 1 day after the distribution date of the Units, the certificates representing the Warrant Shares, were issued carrying the legend required by subsection 2.5(2)3(i) of National Instrument 45-102 Resale of Securities (“NI 45-102”), or, if the circumstances in subsection 2.5(2)3.1 of NI 45-102 apply, the purchaser received written notice containing the legend restriction notation set out in subsection 2.5(2)3(i) of NI 45-102;
- (d) such trade is not a “control distribution” as defined in NI 45-102;
- (e) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;
- (f) no extraordinary commission or consideration is paid to a person or company in respect of such trade; and
- (g) if the seller is an “insider” or “officer” of the Corporation (as such terms are defined under Applicable Securities Laws), the seller has no reasonable grounds to believe that the Corporation is in default of “securities legislation”, as such term is defined in National Instrument 14-101 Definitions.

12. The first trade by the Agent of the Agent’s Option Unit Shares and Agent’s Option Unit Warrant Shares in the Selling Jurisdictions, other than a trade which is otherwise exempt under Applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements of the Applicable Securities Laws unless:

- (a) at the time of such trade, the Corporation is and has been a “reporting issuer” (within the meaning of the Applicable Securities Laws of such jurisdiction) in a “jurisdiction” (as such term is defined in National Instrument 14-101 Definitions) in Canada, for the four months immediately preceding such trade;
- (b) at the time of such trade, at least four months have elapsed from the date of distribution of the Agent’s Option;
- (c) the certificates representing the Agent’s Option Unit Shares and the Agent’s Option Unit Warrant Shares, and to the extent that the Agent’s Option Unit Shares and the Agent’s Option Unit Warrant Shares are not issued at least four months and 1 day after the distribution date of the Agent’s Option, the certificates representing the Agent’s Option Unit Shares and Agent’s Option Unit Warrant Shares, were issued carrying the legend required by subsection 2.5(2)3(i) of NI 45-

102, or, if the circumstances in subsection 2.5(2)3.1 of NI 45-102 apply, the purchaser received written notice containing the legend restriction notation set out in subsection 2.5(2)3(i) of NI 45-102;

(d) such trade is not a “control distribution” as defined in NI 45-102;

(e) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;

(f) no extraordinary commission or consideration is paid to a person or company in respect of such trade; and

(g) if the seller is an “insider” or “officer” of the Corporation (as such terms are defined under Applicable Securities Laws), the seller has no reasonable grounds to believe that the Corporation is in default of “securities legislation”, as such term is defined in National Instrument 14-101 Definitions.

13. The TSXV has conditionally approved the listing on the TSXV of the Unit Shares, Warrant Shares, Agent’s Option Unit Shares and Agent’s Option Unit Warrant Shares as set out in its conditional approval letter.

14. The Corporation is a reporting issuer in the provinces of British Columbia, Alberta and Ontario and is not listed as being in default on the reporting/defaulting issuer lists provided by the Securities Commissions in British Columbia, Alberta and Ontario.

15. CST Trust Company has been duly appointed by the Corporation as the transfer agent and registrar for the Common Shares (including the Unit Shares, Warrant Shares, Agent’s Option Unit Shares and Agent’s Option Unit Warrant Shares) at its principal offices in Calgary.

16. Certain eligibility matters in connection with the Units for registered plans.

17. As to all other legal matters, including compliance with Applicable Securities Laws, in any way connected with the issuance, sale and delivery of the Units as the Agent may reasonably request.

**SCHEDULE B
OPTION AGREEMENT**

EXERCISABLE ONLY DURING THE SPECIFIED PERIODS SET OUT HEREIN

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL ◆, 2017.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ◆, 2017

THIS AGREEMENT is made as of the 9th day of March, 2017.

BETWEEN:

RADIANT TECHNOLOGIES INC., a corporation with an office in the City of Edmonton, in the Province of Alberta

(the “**Corporation**”)

- and -

CANACCORD GENUITY CORP., a corporation with an office in the City of Calgary, in the Province of Alberta

(the “**Agent**”)

WHEREAS the Corporation has agreed pursuant to an Agency Agreement dated March 9, 2017 and effective February 12, 2017, between the Corporation and the Agent, (the “**Agency Agreement**”) to grant to the Agent an option to purchase the Agent’s Option Units, as defined below in consideration of the Agent’s services performed under the Agency Agreement;

NOW THEREFORE in consideration of the premises, mutual covenants and agreements herein and therein contained, this agreement witnesses that and it is understood and agreed by and between the parties hereto as follows:

1. Grant of Agent’s Option

Subject to the provisions hereinafter contained, the Corporation hereby grants to the Agent an irrevocable non-transferable option (the “**Agent’s Option**”) to purchase up to but not exceeding ◆ units in the capital of the Corporation (the “**Agent’s Option Units**”) of the Corporation, at a price of \$0.45 per Agent’s Option Unit. Each Agent’s Option Unit will consist of one common share in the share capital of the Corporation (“**Agent’s Option Unit Share**”) and one half of one common share purchase warrant

(“**Agent’s Option Unit Warrant**”) of the Corporation with each whole Agent’s Option Unit Warrant entitling the holder thereof to acquire one common share of the Corporation for a period of 24 months from the date of issuance of the Agent’s Option at an exercise price of \$0.70 per share. The form of certificate representing the Agent’s Option Unit Warrants is attached hereto as Appendix A.

2. Term of the Agent’s Option

The Agent may exercise the Agent’s Option on or before 5:00 p.m., Calgary time (“**Expiry Time**”), on ♦, 2019 (“**Expiry Date**”) after which time all rights granted hereunder shall terminate.

3. Manner of Exercise

The Agent may exercise the Agent’s Option in whole or in part, at any time and from time to time, on or prior to the Expiry Time on the Expiry Date, by notice in writing given by the Agent to the Corporation at its address for notice set out in the Agency Agreement, specifying the number of Agent’s Option Units in respect of which it is exercised and accompanied by a certified cheque for the purchase price of all of the Agent’s Option Units specified in such notice, calculated in accordance with Section 1 hereof.

4. Share Certificates and Warrant Certificates

Upon exercise of the Agent’s Option, the Corporation shall cause the transfer agent and registrar of the Corporation to deliver to the Agent, or as the Agent may otherwise in writing direct in the notice of exercise of option, within three (3) business days following the receipt by the Corporation of payment for the number of Agent’s Option Unit Shares and Agent’s Option Unit Warrants so exercised.

5. No Rights as a Shareholder Until Exercise

Except as provided in Section 8 hereof, the Agent shall have no rights whatsoever as a shareholder (including any rights to receive dividends or any other distribution to shareholders or to vote at a general meeting of shareholders of the Corporation) other than in respect of Agent’s Option Units in respect of which the Agent shall have exercised its right to purchase hereunder and which the Agent shall have actually taken up and paid for.

6. Non-Transferable

The rights conferred upon the Agent hereunder shall be non-transferable and nontradeable.

7. No Fractional Securities

No fractional Agent’s Option Unit Shares or Agent’s Option Unit Warrants will be issued on exercise of this Agent’s Option, or any compensation made for such fractional Agent’s Option Unit Shares or Agent’s Option Unit Warrants, if any.

8. Adjustments in Event of Change in Agent’s Option Units

In the event, at any time or from time to time, of a subdivision, consolidation or reclassification of the share capital of the Corporation, the payment of stock dividends by the Corporation or other relevant changes in the capital of the Corporation prior to the exercise by the Agent, in full, of the Agent’s Option in respect of all of the Agent’s Option Units granted herein, the Agent’s Option with respect to any Agent’s Option Units which have not been purchased hereunder at the time of any such change to the capital of the Corporation

shall be proportionately adjusted so that the Agent shall from time to time, upon the exercise of the Agent's Option, be entitled to receive, for the same aggregate exercise price, the number and kind of shares or other securities of the Corporation it would have held following such change in the capital of the Corporation if the Agent had exercised the Agent's Option and had held such Agent's Option Units immediately prior to such change in the capital of the Corporation.

9. Merger, Amalgamation, Arrangement, Business Combination or Reorganization or Sale

If, during the term of the Agent's Option, the Corporation shall become merged, amalgamated, arranged, combined or otherwise reorganized whatsoever into or with any other corporation or shall sell the whole or substantially the whole of its assets and undertaking for shares or securities of another corporation, the Corporation will make provision that, upon the exercise of the Agent's Option during its unexpired period after the effective date of such merger, amalgamation, arrangement, combination, reorganization or sale, the Agent shall receive, for the same aggregate exercise price, and shall accept for in lieu of the number of Agent's Option Unit Shares and Agent's Option Unit Warrants that the Agent was theretofore entitled upon such exercise, the aggregate number of shares, securities, property or cash, which the Agent would have received as a result of such transaction had the Agent exercised its right to acquire Agent's Option Unit Shares and Agent's Option Unit Warrants immediately prior to the effective date or record date of such transaction, as shall be determined to be an appropriate settlement by the directors of the Corporation, acting reasonably and in good faith, and subject to any necessary regulatory approvals.

Any such settlement shall be made by and set forth in an agreement supplemental hereto approved by action of the directors of the Corporation, acting reasonably and in good faith, subject in all cases to any necessary regulatory approvals, and shall for all purposes be conclusively deemed to be an appropriate adjustment and settlement.

10. Reservation of Shares

The Corporation shall at all times, during the term of this agreement, reserve and keep available a sufficient number of unissued Common Shares to satisfy the requirements hereof.

11. Entire Agreement

This agreement supersedes all other agreements, documents, writings and verbal understandings among the parties relating to the subject matter hereof and represents the entire agreement between the parties relating to the subject matter hereof. This agreement may be executed by facsimile in any number of counterparts all of which when taken together shall be deemed to be one and the same document and notwithstanding the actual date of execution of each counterpart, this agreement shall be deemed to be dated as of the date first above written.

12. Enurement

Except as otherwise set forth herein, this agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the Agent and of the Corporation.

13. Time

Time shall be of the essence of this agreement.

14. Certain Terms

Terms not defined herein shall have the meanings ascribed to them in the Agency Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed and delivered this agreement as of the day and year first above written.

RADIANT TECHNOLOGIES INC.

CANACCORD GENUITY CORP.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

APPENDIX A

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE <@>, 2017.

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL <@>, 2017.

WARRANT NO. F-<@>

NON-TRANSFERRABLE SHARE PURCHASE WARRANT

RADIANT TECHNOLOGIES INC.

(Amalgamated under the laws of Canada)

This is to certify that, for value received **CANACCORD GENUITY CORP.** (the “**Warrant Holder**”) has the right to purchase from Radiant Technologies Inc. (the “**Corporation**”), upon and subject to the terms and conditions hereinafter referred to, <@> common shares (the “**Shares**”) of the Corporation exercisable on or before 5:00 p.m. (Edmonton time) (the “**Expiry Time**”) on <@>, 2019 (the “**Expiry Date**”), at the price of \$0.70 per Share (the “**Exercise Price**”), payable in lawful money of Canada.

The right to purchase the Shares herein granted may only be exercised by the Warrant Holder within the time hereinbefore set out by:

- (a) duly completing and executing the warrant exercise form attached hereto as Schedule “A” (the “**Warrant Exercise Form**”) in the manner therein indicated;
- (b) delivering the Warrant Exercise Form and this Warrant Certificate to (i) the offices of the Corporation at 8223 Roper Road, Edmonton, Alberta, T6E 6S4 or (ii) Radiant Technologies Inc. c/o Fasken Martineau DuMoulin LLP, Suite 2900 – 550 Burrard Street, Vancouver, British Columbia V6C 0A3; and
- (c) paying the appropriate purchase price for the Shares subscribed for either in cash or by certified cheque payable at par in Edmonton, Alberta or Vancouver, British Columbia, as applicable.

Within three business days of receiving the Warrant Exercise Form, this Warrant Certificate and the appropriate purchase price, the Corporation will mail to the Warrant Holder a certificate evidencing the Shares subscribed for. If the Warrant Holder subscribes for a lesser number of Shares than the number of Shares referred to in this Warrant Certificate, the Corporation shall forthwith cause to be delivered to the Warrant Holder a Warrant Certificate in respect of the Shares referred to in this Warrant Certificate but not subscribed for.

The number and type of securities which may be subscribed for upon exercise of the warrants (the "**Warrants**") shall be subject to adjustment from time to time as follows:

- (a) If and whenever at any time prior to the Expiry Time the Corporation shall:
 - (i) issue Shares (or securities exchangeable for or convertible into Shares) or other equity or equity equivalent securities to all or substantially all of the holders of Shares as a stock dividend or other distribution;
 - (ii) subdivide or change its outstanding Shares into a greater number of Shares;
or
 - (iii) reduce, combine or consolidate its outstanding Shares into a smaller number of Shares;

(any of such events, a "**Share Reorganization**"), then effective immediately after the record date or effective date, as the case may be, as of which the holders of Shares are determined for the purposes of the Share Reorganization, the number of Shares that the Warrant Holder shall be entitled to receive upon the exercise of the Warrants, and shall accept in lieu of the number of Shares to which the Warrant Holder was theretofore entitled upon exercise, shall be the aggregate number of Shares which the Warrant Holder would have held immediately following such Share Reorganization (including Shares underlying exchangeable or convertible securities referred to in (i) above) had the Warrant Holder exercised its right to acquire Shares pursuant to the Warrants immediately prior to the effective date or record date, as the case may be, of such Share Reorganization and had the Warrant Holder been the registered holder of such Shares on such effective date or record date, as the case may be (for greater certainty excluding any Shares held by the Warrant Holder that do not result from, and are not in respect of, Shares to be issued pursuant to the Warrants).

- (b) If and whenever at any time prior to the Expiry Time there shall occur a reclassification of Shares outstanding at such time or any other event (including a compulsory acquisition) pursuant to which all of the Shares are changed into or exchanged, or deemed to be changed into or exchanged for other shares or other securities, property or cash (other than a Share Reorganization) or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other corporation or other entity (other than a consolidation, amalgamation, arrangement or merger which does not result in any reclassification of the outstanding Shares or a change or exchange of outstanding Shares into other shares or other securities, property or cash), or a sale, conveyance or transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or entity in which the holders of Shares are entitled to receive shares, other securities, property or cash (any of such events being herein called a "**Capital Reorganization**"), upon any exercise by the Warrant Holder of its right to subscribe for and purchase Shares pursuant to the exercise of the Warrants after the effective date or record date, as the case may be, of such Capital Reorganization, the Warrant Holder shall be entitled to receive upon the exercise

of the Warrants, and shall accept for in lieu of the number of Shares to which the Warrant Holder was theretofore entitled upon such exercise, the aggregate number of shares, securities, property or cash, which the Warrant Holder would have received as a result of such Capital Reorganization had the Warrant Holder exercised its right to acquire Shares immediately prior to the effective date or record date, as the case may be, of the Capital Reorganization and had the Warrant Holder been the registered holder of such Shares on such effective date or record date, as the case may be. If determined appropriate by the directors of the Corporation, acting reasonably and in good faith, subject to any necessary regulatory approvals, appropriate adjustments shall be made as a result of any such Capital Reorganization in the application of the provisions set forth in this paragraph, with respect to the rights and interests thereafter of the Warrant Holder to the end that the provisions set forth in this paragraph shall thereafter correspondingly be made applicable as nearly as may be reasonably possible in relation to any shares, other securities or other property, including cash, thereafter deliverable upon the exercise of the Warrants. Any such adjustment shall be made by and set forth in an agreement supplemental hereto approved by action of the directors of the Corporation, acting reasonably and in good faith, subject in all cases to any necessary regulatory approvals, and shall for all purposes be conclusively deemed to be an appropriate adjustment.

- (c) In case the Corporation after the date of issue of the Warrants shall take any action affecting the Shares, other than action described herein, which in the opinion of the directors of the Corporation, acting reasonably and in good faith, would materially adversely affect the rights of the Warrant Holder, the number of Shares issuable upon the exercise of the Warrants shall be adjusted in such manner, if any, and at such time, by action of the directors of the Corporation, acting reasonably and in good faith, as they may determine to be equitable in the circumstances, but subject in all cases to any necessary regulatory approvals.
- (d) For the purposes hereof, any adjustment shall be made successively whenever an event referred to therein shall occur, subject to the following provisions:
 - (i) all calculations shall be made to the nearest 1/100th of a Share;
 - (ii) no adjustment shall be made in the number of Shares which may be subscribed for upon exercise of the Warrants unless it would require a change of at least 1/100th of a Share; provided, however, that any adjustments which, except for the provisions of this paragraph would otherwise have been required to be made shall be carried forward and taken into account in any subsequent adjustment, and that in no event shall the Corporation be obligated to issue fractional Shares or fractional interests in Shares upon exercise of a Warrant or pay any amount in cash in lieu of issuing fractional Shares; and
 - (iii) upon the occurrence of each adjustment or readjustment of the number of Shares issuable pursuant to the exercise rights represented by this Warrant Certificate, the Corporation, at its expense, shall promptly compute such

adjustment or readjustment in accordance with the terms hereof and, upon request of the Warrant Holder, prepare and furnish to the Warrant Holder a certificate setting forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based; and if a dispute shall at any time arise with respect to adjustments to the number of Shares issuable pursuant to the exercise rights represented by this Warrant Certificate, such disputes shall be conclusively determined by the Corporation's auditors or, if they are unable or unwilling to act, by such other firm of independent chartered accountants as may be selected by action by the directors of the Corporation and any such determination shall be conclusive evidence of the correctness of any adjustments made.

Any Shares issued upon exercise of the Warrants (including any Shares issued upon exercise of the remaining Warrants) prior to <@>, 2017 shall bear the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE <@>, 2017.”

Upon receipt by the Corporation of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of this certificate and (in case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and in case of mutilation, upon surrender and cancellation hereof, the Corporation will execute and deliver in lieu hereof a new certificate representing the Warrants of like tenor.

The Corporation may treat the holder of this warrant certificate as absolute owner of the warrant represented thereby for all purposes, and the Corporation shall not be affected by any notice or knowledge to the contrary except where the Corporation is required to take notice by statute or by order of a court of competent jurisdiction.

Nothing contained herein shall confer any right upon the Warrant Holder or any other person to subscribe for or purchase any Shares at any time subsequent to 5:00 PM Edmonton time on the Expiry Date, and from and after such time the Warrants and all rights hereunder shall be void and of no value.

The holding of the Warrants shall not constitute the Warrant Holder a shareholder of the Corporation.

Time shall be of the essence hereof.

[remainder of page left intentionally blank]

Execution Copy

IN WITNESS WHEREOF Radiant Technologies Inc. has caused this Warrant Certificate to be signed by its duly authorized signing officer as of the ____ day of _____, 2017.

RADIANT TECHNOLOGIES INC.

By: _____
Authorized Signatory

SCHEDULE "A"

WARRANT EXERCISE FORM

TO: RADIANT TECHNOLOGIES INC.

The undersigned holder of the warrant certificate to which this Warrant Exercise Form is attached (the "**Warrant Certificate**") hereby irrevocably subscribes for _____ common shares ("**Shares**") of **RADIANT TECHNOLOGIES INC.** (the "**Corporation**") pursuant to the Warrant Certificate at the Exercise Price per share specified in the said Warrant Certificate and encloses herewith cash or by certified cheque payable to the order of the Corporation in payment of the subscription price therefor.

If any Warrants represented by this Warrant Certificate are not being exercised, a new warrant certificate for such remaining Warrants will be issued and delivered with the certificate for the Shares being purchased.

Please issue a certificate for the Shares being purchased in the name of the undersigned as follows:

NAME: _____
(Please Print)

ADDRESS: _____

Terms not otherwise defined herein have the meanings as set out in the Warrant Certificate.

DATED this _____ day of _____, 20_____.

(Signature)