Execution Version

AGENCY AGREEMENT

July 16, 2026

Redwood AI Corp.
1309-7th Street SW
Calgary, AB T2R 1A5

Attention: Louis Dron, Chief Executive Officer

Dear Sir:

Maxim Group LLC (the "**Agent**"), understands that Redwood AI Corp. (the "**Company**") proposes to issue and sell 1,663,000 special warrants of the Company (each, a "**Special Warrant**" and collectively, the "**Special Warrants**") at a price of $2.11 (equal to USD$1.50) per Special Warrant (the "**Offering Price**"), for aggregate gross proceeds to the Company of $3,508,930 (equal to USD$2,494,500) (the "**Offering**").

Upon and subject to the terms and conditions set forth herein, the Company hereby appoints the Agent, and the Agent hereby agrees, to act as agent to the Company to effect the Offering on a "commercially reasonable efforts" private placement basis to Purchasers (as hereinafter defined) in the United States that are, or acting for the account or benefit of, persons (as hereinafter defined) or to U.S. Persons (as hereinafter defined) pursuant to available exemptions from the registration requirements of the U.S. Securities Act (as hereinafter defined) and applicable U.S. state securities laws, outside the United States to non-U.S. Persons and in such other jurisdictions as the Company and the Agent may agree, acting reasonably (the "**Selling Jurisdictions**").

The parties acknowledge that the Special Warrants and any underlying securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold to, or for the account or benefit of persons in the United States or to U.S. Persons (as hereinafter defined), except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States, in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Company and the Agent contained in Schedule "A" hereto.

Each Special Warrant will entitle the holder thereof to receive upon deemed exercise on the Automatic Exercise Date (as defined below) and without payment of additional consideration, one (1) unit of the Company (each, a "**Unit**" and collectively, the "**Units**") consisting of one (1) common share in the authorized share structure of the Company (each, a "**Unit Share**" and collectively, the "**Unit Shares**") and one common share purchase warrant (each, a "**Warrant**" and collectively, the "**Warrants**"), with each Warrant having an exercise price of $2.48 (equal to USD$1.77) per common share (each, a "**Warrant Share**" and collectively, the "**Warrant Shares**") with a term of 60 months from the Closing Date (as defined below). The Warrants will be duly and validly created and issued by the Company pursuant to, and governed by, the terms of warrant certificates evidencing the Warrants (the "**Warrant Certificates**"). The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Certificates.

In the case of any inconsistency between the description of the Warrants in this Agreement and their terms and conditions as set forth in the Warrant Certificates, the provisions of the Warrant Certificates will govern.

Each Special Warrant will be automatically exercised, without payment of additional consideration or further action on the part of the holder, into one Unit on the earlier of (the "**Automatic Exercise Date**"): (i) the date which is four months and a day following the Closing Date; and (ii) the Qualification Date (as defined below). Notwithstanding the foregoing, in the event that the Qualification Date has not occurred on or before the date that is 90 days following the Closing Date, each unexercised Special Warrant will thereafter entitle the holder to receive upon the exercise thereof, at no additional consideration, 1.10 Units (instead of one (1) Unit) (the additional 0.10 Units are referred to herein as the "**Penalty Units**"); provided, however, that any fractional entitlement to Penalty Units will be rounded down to the nearest whole Penalty Unit. The "**Qualification Date**" means the date the Company files the Prospectus Supplement (as defined below) qualifying the Qualified Securities issuable pursuant to the deemed exercise of the Special Warrants, in the Qualifying Jurisdictions.

The Special Warrants will be duly and validly created and issued pursuant to, and governed by, certificates evidencing the Special Warrants (the "**Special Warrant Certificates**") to be issued by the Company to the Purchasers on the Closing Date. The description of the Special Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Special Warrants to be set forth in the Special Warrant Certificates. In the case of any inconsistency between the description of the Special Warrants in this Agreement and their terms and conditions as set forth in the Special Warrant Certificates, the provisions of the Special Warrant Certificates will govern.

In consideration of the services to be rendered by the Agent in connection with the sale and purchase of Special Warrants under the Offering and all other services related thereto, the Company will pay to the Agent the Commission (as defined below) and issue to the Agent, the Agent Warrants (as defined below) in accordance with the provisions of Section 2.4.

The Company acknowledges that the Agent will be under no obligation to purchase any of the Special Warrants.

The Offering is conditional upon and subject to the additional terms and conditions set forth below.

1. Interpretation.

In this Agreement and the Schedules hereto, in addition to the terms defined above, unless otherwise indicated or unless the context otherwise requires, the following terms will have the following meanings:

"**affiliate**" and "**associate**" have the respective meanings ascribed to them in the *Securities Act* (British Columbia);

"**Agent**" has the meaning ascribed to such term above;

"**Agent Warrant Certificate**" means the certificate representing the Agent Warrants;

"**Agent Warrants**" has the meaning ascribed to that term in Section 2.4;

"**Agent Warrant Shares**" has the meaning ascribed to that term in Section 2.4;

"**Agreement**" means this agreement and includes the schedules hereto, as modified, amended and/or supplemented from time to time;

"**Ancillary Agreements**" means, collectively, the Subscription Agreements, the Special Warrant Certificates, the Warrant Certificates, and the form of certificate for the Agent Warrants;

"**Ancillary Documents**" means all agreements (including the Subscription Agreements, the Special Warrant Certificates, and the Warrant Certificates), certificates (including the certificates representing the Unit Shares and the Warrants), officer's certificates of the Company, notices and other documents executed and delivered, or to be executed and delivered, by the Company in connection with the Offering;

"**Applicable Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, written policies, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and conditions of any grant of approval, permission, authority or license of any court, governmental entity or statutory body or regulatory body (including the CSE) applicable to the Offering, and includes without limitation Securities Laws;

"**Automatic Exercise Date**" has the meaning ascribed to such term above;

"**BC Law**" has the meaning ascribed to that term in Section 10.1(f)(xxii);

"**Business Day**" means a day which is not a Saturday, a Sunday or a statutory or civic holiday, or a day on which commercial banks are not open for business, in Vancouver, British Columbia and New York, New York;

"**Cause**" means, as determined by a court of competent jurisdiction, the Agent's gross negligence, willful misconduct, bad faith, fraud or a material breach of this Agreement.

"**Claims**" has the meaning ascribed to that term in Section 13;

"**Closing**" means each completion of the issue and sale by the Company, and the purchase by the Purchasers, of the Special Warrants on the Closing Date pursuant to the Offering, this Agreement and the Subscription Agreements;

"**Closing Date**" means July 20, 2026 or such earlier or later date as may be agreed to in writing by the Company and the Agent each acting reasonably;

"**Closing Time**" means 10:00 am (New York time) on the Closing Date or such other time as the Company and the Agent may agree;

"**Commission**" has the meaning ascribed to that term in Section 2.4;

"**Common Share**" means a common share in the authorized share structure of the Company;

"**Company**" means Redwood AI Corp., a corporation incorporated under the laws of the Province of British Columbia;

"**Court**" has the meaning ascribed to that term in Section 10.1(f)(xxii);

"**CSE**" means the Canadian Securities Exchange;

"**Disclosure Documents**" means all information regarding the Company (and its predecessors and former Subsidiaries) that has been filed on SEDAR+ since January 30, 2026, or is filed on SEDAR+ on or prior to the Automatic Exercise Date, including the Financial Statements, press releases, material change reports and information circulars;

"**distribution**" means distribution or distribution to the public, as the case may be, as those terms are defined in Securities Laws in Canada;

"**Documents Incorporated by Reference**" means all final long form prospectuses, financial statements (audited and unaudited), management's discussion and analysis, management information circulars, annual information forms, business acquisition reports, material change reports or other documents filed by the Company, whether before or after the date of this Agreement, that are required to be incorporated by reference, or that are deemed to be incorporated by reference, under Securities Laws in Canada in the Prospectus or any Supplementary Material, as applicable;

"**Engagement Letter**" means the engagement letter dated June 30, 2026 between the Company and the Agent;

"**Escrow Agent**" means Cozen O'Connor LLP, acting in its capacity as escrow agent for the Offering pursuant to an escrow agreement by and among the Escrow Agent, the Agent and the Company;

"**Executed Agreements**" means, collectively, this Agreement, the Subscription Agreements, the Special Warrant Certificates, the Warrant Certificates, and the form of certificate for the Agent Warrants;

"**Financial Statements**" means, collectively: (i) the unaudited consolidated financial statements of the Company as at, and for the six months ended February 28, 2026 and 2025; and (ii) the audited consolidated financial statements of the Company as at, and for the years ended August 31, 2025 and 2024, and the notes thereto, together with the report of Saturna Group Chartered Professional Accountants LLP thereon filed on SEDAR+;

"**Foreign Court**" has the meaning ascribed to that term in Section 10.1(f)(xxiii);

"**Foreign Judgement**" has the meaning ascribed to that term in Section 10.1(f)(xxiii);

"**Foreign Law**" has the meaning ascribed to that term in Section 10.1(f)(xxii);

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

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board and as adopted by the Chartered Professional Accountants of Canada in Part I of The Chartered Professional Accountants Canada Handbook – Accounting, as amended from time to time;

"**including**" means "including without limitation";

"**Indemnified Parties**" has the meanings ascribed to that term in Section 13;

"**Intellectual Property**" has the meaning ascribed to that term in Section 7(s);

"**Lien**" means any mortgage, charge, pledge, encumbrance, hypothec, security interest, prior claim or lien (statutory or otherwise), in each case, whether contingent or absolute;

"**Material Adverse Effect**" means any change, fact, event, circumstance or state of being which could reasonably be expected to have a material and adverse effect (actual or anticipated, whether financial or otherwise) on the business, affairs, operations, properties, assets, liabilities (contingent or otherwise), capital, results of operations or condition (financial or otherwise) of the Company or its Subsidiary (taken as a whole);

"**Material Agreements**" means, any agreement, contract, commitment, instrument, lease or other document to which the Company or a Subsidiary is a party: (i) that has a term, the balance of which is equal to or in excess of one year and involves expenditures by or payments to the Company or a Subsidiary from and after the date of this Agreement aggregating in excess of $25,000 in any year; (ii) whose termination (other than termination by passage of time) could individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company; (iii) expressly limiting or restricting the ability of the Company or a Subsidiary, to compete in, solicit in respect of, or otherwise to conduct, their respective businesses or operations; (iv) that contains any severance, change of control or termination pay; (v) relating to material indebtedness, to the direct or indirect guarantee or assumption by the Company or a Subsidiary (contingent or otherwise) of any material payment or material performance obligations of any other person; (vi) that is a financial risk management contract, such as a currency, commodity or interest related hedge contract; (vii) that is a securityholder agreement, declaration, voting trust or pooling agreement; (viii) relating to the disposition or acquisition by the Company or a Subsidiary, after the date of this Agreement of a material amount of assets; (ix) pursuant to which the Company or a Subsidiary has any material ownership interest in any other person or other business enterprise which is material to the business of the Company or a Subsidiary; (x) relating to the acquisition or sale by the Company or a Subsidiary of any operating business or the capital stock or other ownership interest of any other person and under which the Company or a Subsidiary has any material continuing liability or obligation; (xi) relating to any indemnification obligation of the Company or a Subsidiary not entered into in the ordinary course of business; or (xii) that is a joint venture, partnership agreement or any other agreement that is outside the ordinary course of business or not consistent with past practice and is material to the business of the Company or its Subsidiary;

"**misrepresentation**", "**material fact**" and "**material change**" have the respective meanings ascribed to them in the *Securities Act* (British Columbia);

"**NI 45-106**" means National Instrument 45-106 – Prospectus Exemptions adopted by the Canadian Securities Administrators;

"**notice**" has the meaning ascribed to such term in Section 15;

"**NP 11-202**" means National Policy 11-202 – Process for Prospectus Reviews in Multiple Jurisdictions adopted by the Canadian Securities Administrators;

"**Offering**" has the meaning ascribed to such term above;

"**Offering Price**" has the meaning ascribed to such term above;

"**Opinion Jurisdictions**" means each of the Provinces of Alberta and British Columbia;

"**OTCQB**" means the OTCQB marketplace provided and operated by the OTC Markets Group;

"**Penalty Units**" has the meaning ascribed to such term above;

"**Person**" includes an individual, a firm, a corporation, a body corporate, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**Preliminary Prospectus**" means the preliminary short form base shelf prospectus of the Company, including all of the Documents Incorporated by Reference, prepared by the Company and receipted by the Alberta Securities Commission as principal regulator of the Company;

"**Prospectus**" means the final short form base shelf prospectus of the Company, including all of the Documents Incorporated by Reference, prepared by the Company;

"**Prospectus Supplement**" means a prospectus supplement to the Prospectus qualifying the Qualified Securities issuable pursuant to the deemed exercise of the Special Warrants, in the Qualifying Jurisdictions;

"**Public Policy**" has the meaning ascribed to that term in Section 10.1(f)(xxii)(B);

"**Purchasers**" means the Persons who are purchasers in the Selling Jurisdictions who, as purchasers or beneficial purchasers acquire Special Warrants by duly completing, executing and delivering the Subscription Documents;

"**Qualification Date**" has the meaning ascribed to such term above;

“**Qualified Securities**” means the Units (including, if applicable, the Penalty Units) issuable upon the deemed exercise of the Special Warrants;

“**Qualifying Jurisdictions**” means each of the provinces and territories of Canada;

“**Securities Commission**” means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions and “**Securities Commissions**” has a comparable meaning;

“**Securities Laws**” means all applicable securities laws in each of the Qualifying Jurisdictions and the United States and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such Provinces and Territories of Canada and the rules of the CSE;

“**SEDAR+**” means the System for Electronic Document Analysis and retrieval established by National Instrument 13-101 of the Canadian Securities Administrators;

“**Selling Jurisdictions**” has the meaning ascribed to such term above;

“**Special Warrants**” has the meaning ascribed to such term above;

“**Special Warrant Certificates**” has the meaning ascribed to such term above;

“**Subscription Agreements**” means the subscription agreements, in the form agreed upon by the Company and the Agent, pursuant to which Purchasers agree to subscribe for and purchase Special Warrants;

“**Subscription Documents**” means, with respect to a Purchaser, a Subscription Agreement duly completed by the Purchaser together with all applicable duly completed schedules to the Subscription Agreement in the forms attached thereto and any other forms or documents required under applicable Securities Laws or any other Applicable Laws;

“**Subsequent Disclosure Documents**” means any annual and/or interim financial statements, management’s discussion and analysis, information circulars, annual information forms, material change reports, business acquisition reports or other documents issued by the Company after the date of this Agreement that are required to be incorporated by reference into the Prospectus or any Supplementary Material;

“**Subsidiary**” means the subsidiary of the Company, as listed in Schedule “B” hereto;

“**Supplementary Material**” means, collectively, any amendment to or amendment and restatement of, the Prospectus, and any further amendment, amendment and restatement or supplemental prospectus thereto or ancillary materials that may be filed by or on behalf of the Company under the Securities Laws in Canada relating to the qualification of the distribution of the Qualified Securities;

“**Taxes**” has the meaning ascribed to that term in Section 7(r);

"**Underlying Securities**" means, collectively, the Qualified Securities, the Unit Shares, the Warrants, the Warrant Shares, and the Agent Warrant Shares;

"**Unit**" has the meaning ascribed to such term above;

"**Unit Share**" has the meaning ascribed to such term above;

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

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

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

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

"**Warrant**" has the meaning ascribed to such term above;

"**Warrant Certificates**" has the meaning ascribed to such term above; and

"**Warrant Share**" has the meaning ascribed to such term above.

1.1 **Knowledge**. Where any representation or warranty contained in this Agreement or any Ancillary Document is expressly qualified by reference to the "knowledge" of the Company, or where any other reference is made herein or in any Ancillary Document to the knowledge of the Company, it will be deemed to refer to the actual knowledge of the Chief Executive Officer and the Chief Financial Officer of the Company, after having made reasonable enquiry of appropriate and relevant persons.

1.2 **Business Days**. Where any action or step is to be taken or completed on or by a specified date, and such date is not a Business Day in the applicable jurisdiction, then such action or step may be taken or completed on the next following Business Day.

1.3 **Plural and Gender**. Whenever used in this Agreement, words importing the singular number only will include the plural and vice versa and words importing the masculine gender will include the feminine gender and neuter.

1.4 **Currency**. Unless otherwise specified, references to "$" are to Canadian dollars.

2. **Terms and Conditions**

2.1 **Offering**. Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof, the Company hereby appoints the Agent, as the Company's exclusive agent, to offer for sale by way of private placement on a "commercially reasonable efforts" basis, without underwriter liability, the Special Warrants to be issued and sold pursuant to the Offering and the Agent agrees to arrange for purchasers of the Special Warrants in the Selling Jurisdictions. Notwithstanding anything to the contrary contained herein or any oral representations or assurances previously or subsequently made by the parties hereto, this Agreement does not constitute a commitment by, or legally binding obligation of, the Agent or any of its affiliates to act as underwriters, initial purchasers, arrangers and/or placement agents in connection with any offering of securities of the Company or to provide or arrange any financing, other than the appointment as agent in connection with the Offering in accordance with the prior sentence and otherwise on the terms set forth herein.

2.2 **Legal Compliance**. The Company undertakes to file or cause to be filed, within the time periods stipulated by Applicable Laws, all forms, undertakings and other documents required to be filed by the Company under Applicable Laws in connection with the offer and sale of the Special Warrants in order that the distribution of the Special Warrants and the Underlying Securities may lawfully occur without the necessity of filing a prospectus, registration statement or similar document in Canada or any other jurisdiction where Special Warrants are offered and sold by the Agent. All fees payable in connection with such filings will be at the sole expense of the Company. The Company further agrees to comply with all Securities Laws and applicable stock exchange requirements (including those of the CSE) in connection with the distribution of the Special Warrants and the Underlying Securities.

2.3 **Legends – Securities Laws**. The Special Warrants, Unit Shares, Warrants, Warrant Shares, Agent Warrants, and Agent Warrant Shares, as applicable (if issued prior to the date that is four months and one day following the Closing Date and prior to the Qualification Date) shall have attached to them, whether through an ownership statement issued under a direct registration system or other electronic book-entry system, or on certificates that may be issued, as applicable, a legend substantially in the following form:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [**INSERT THE DATE THAT IS FOUR MONTHS AND ONE DAY FOLLOWING THE CLOSING DATE**]."

2.4 **Commission and Agent Warrants**. In consideration for the services rendered by the Agent hereunder, the Company will pay a cash commission (the "**Commission**") at Closing to the Agent equal to 7.0% of the gross proceeds from the sale of the Special Warrants sold pursuant to the Offering.

In addition to the Commission, the Company agrees to issue and deliver to the Agent that number of warrants (each, an "**Agent Warrant**" and collectively, the "**Agent Warrants**") as is equal to 5.0% of the Special Warrants sold under the Offering. Each Agent Warrant will be exercisable into one (1) Common Share (each, an "**Agent Warrant Share**" and collectively, the "**Agent Warrant Shares**") for a period of 60 months from the Closing Date at the exercise price of $2.48 (equal to USD$1.77).

The Company will use commercially reasonable efforts to register the Agent Warrant Shares underlying the Agent Warrants under the U.S. Securities Act and to file all necessary undertakings in connection therewith. The Agent Warrants may not be transferred, assigned or hypothecated except (i) as permitted under applicable securities laws and stock exchange policies, and (ii) that they may be assigned, in whole or in part, to any successor, officer, manager or member of the Agent (or to officers, managers or members of any such successor or member), and to members of the underwriting syndicate or selling group. The Agent Warrants may be exercised as to all or a lesser number of Agent Warrant Shares and, if the Offering raises aggregate gross proceeds in excess of US$2,000,000, shall contain provisions for one demand registration of the sale of the underlying Agent Warrant Shares at the Company's expense, an additional demand registration at the warrant holders' expense, and unlimited "piggyback" registration rights for a period of 5 years after the Closing Date at the Company's expense. The Agent Warrants shall further provide for anti-dilution protection (adjustment in the number and price of such warrants and the shares underlying such warrants) resulting from corporate events (which would include dividends, reorganizations, mergers, stock splits, etc.).

3. Filing of Prospectuses

(a) **Preliminary Prospectus**. The Preliminary Prospectus was receipted by the Alberta Securities Commission on June 24, 2026.

(b) **Prospectus**. The Company covenants and agrees to use its commercially reasonable efforts to, as soon as practicable, prepare and file the Prospectus following the Closing Date.

(c) **Prospectus Supplement.** The Company covenants and agrees to use its commercially reasonable efforts to, as soon as practicable and following the receipt and filing of the Prospectus, prepare and file the Prospectus Supplement with the Securities Commissions in the Qualifying Jurisdictions in order to qualify the Qualified Securities issuable pursuant to the deemed exercise of the Special Warrants. For greater certainty, the Company covenants and agrees, subject to receiving a final receipt for the Prospectus, to file the Prospectus Supplement within 60 days following the Closing Date.

(d) **Representation as to Final Prospectus and Supplementary Material**.

Each delivery to the Agent of the Prospectus, the Prospectus Supplement, and/or any Supplementary Material by or on behalf of the Company will constitute the representation and warranty of the Company to the Agent that:

(i) all information and statements (except information and statements relating solely to and provided in writing by the Agent) contained and incorporated by reference in the Prospectus, the Prospectus Supplement, or any Supplementary Material, as the case may be, are, at the respective dates of delivery thereof, true and correct in all material respects and contain no misrepresentation or untrue, false or misleading statement of a material fact and, on the respective dates of delivery thereof, the Prospectus, the Prospectus Supplement, or any Supplementary Material provide full, true and plain disclosure of all material facts relating to the Company (on a consolidated basis), the Special Warrants and the Underlying Securities as required by Securities Laws of the Qualifying Jurisdictions;

(ii) no material fact has been omitted from any of the Prospectus, the Prospectus Supplement, or any Supplementary Material (except information and statements relating solely to and provided in writing by the Agent) which is required to be stated therein or is necessary to make the statements therein not misleading in light of the circumstances in which they were made; and

(iii) each of such documents materially complies with the requirements of the Securities Laws of the Qualifying Jurisdictions.

Such delivery will also constitute the Company's consent to the Agent's use of the Prospectus, the Prospectus Supplement, and any Supplementary Material in connection with the distribution of the Qualified Securities in the Selling Jurisdictions in compliance with the provisions of this Agreement and Applicable Laws.

(e) **Review of Prospectuses**. The form and substance of the Prospectus, the Prospectus Supplement and any Supplementary Material will be satisfactory to the Agent, acting reasonably.

(f) **Deliveries**. The Company will deliver to the Agent prior to the filing of the Prospectus and the Prospectus Supplement, as applicable, unless otherwise indicated:

(i) a copy of the Prospectus and the Prospectus Supplement, signed on behalf of the Company, by the persons and in the form required by Applicable Laws; and

(ii) a copy of any other document filed with, or delivered to, the Securities Commissions by the Company under Applicable Laws in connection with the filing of the Prospectus and the Prospectus Supplement.

(g) **Supplementary Material**. If applicable, the Company will prepare and deliver promptly to the Agent copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation by reference in the Prospectus or the Prospectus Supplement of any Subsequent Disclosure Document, the Company will deliver to the Agent, with respect to such Supplementary Material or Subsequent Disclosure Document, documents substantially similar to those referred to in Section 3(f).

4. Covenants of the Company.

In addition to the covenants of the Company set out in the other sections of this Agreement, the Company hereby covenants to and for the benefit of the Agent and the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Special Warrants, that:

(a) the Company will comply, in all material respects, with its obligations under Applicable Laws;

(b) the Company will duly execute and deliver the Special Warrant Certificates on or before the Closing Date in form and substance satisfactory to the Agent and their counsel, acting reasonably, and the Company will comply with its covenants contained in the Special Warrant Certificates;

(c) the Company will duly execute the Subscription Agreements which have been accepted by the Company and duly completed by the Purchasers subject to the terms thereof, and duly and punctually perform all the obligations to be performed by it under this Agreement and the Subscription Agreements;

(d) not, directly or indirectly, without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed) issue, offer, sell, contract to sell, secure, pledge, grant any option, right or warrant to purchase or otherwise lend, transfer or dispose of, or agree to do any of the foregoing, or announce any intention to do any of the foregoing, in respect of any equity securities of the Company or any securities convertible into, or exchangeable or exercisable for, equity securities of the Company for a period commencing on the Closing Date and ending on the date that is 45 days from the date that the Special Warrants automatically convert into Units, except in conjunction with (i) the grant or exercise of stock options, restricted share units and other similar issuances pursuant to the existing stock option plan of the Company and other share compensation arrangements in place prior to the Closing Date; (ii) warrants or other convertible securities outstanding prior to the Closing Date; (iii) obligations in respect of existing agreements entered into by the Company prior to the Closing Date; (iv) arm's length acquisitions; and (v) the conversion or exercise of the Special Warrants, the Agent Warrants, and the Underlying Securities;

(e) the Company will fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in Section 10 hereof that are within its control (unless waived by the Agent);

(f) the Company will use its commercially reasonable efforts to cause the Unit Shares, Warrant Shares, and Agent Warrant Shares to be listed and posted for trading on the CSE from and after the Automatic Exercise Date;

(g) the Company will file with the Securities Commissions and the CSE all forms, notices and certificates required to be filed by the Company pursuant to the Securities Laws in the time required by the Securities Laws, including, for greater certainty, Form 45-106F1 of NI 45-106 and any other forms, notices and certificates set forth in the opinions delivered to the Agent pursuant to the closing conditions set forth in Section 10 hereof, as are required to be filed by the Company;

(h) the Company will ensure that, at all times prior to the Automatic Exercise Date, a sufficient number of Common Shares are duly and validly allotted and reserved for issuance upon the due exercise of the Special Warrants, Warrants, and Agent Warrants, (including with respect to the Penalty Units, if applicable), and the Company will ensure that such Unit Shares, Warrant Shares, and Agent Warrant Shares, upon issuance, will be duly issued as fully paid and non-assessable Common Shares and will have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;

(i) the Company will fulfil all legal requirements to permit the creation, issuance, offering and sale of the Special Warrants and the Underlying Securities, all as contemplated in this Agreement and file or cause to be filed all documents, applications, forms or undertakings required to be filed by the Company and take or cause to be taken all action required to be taken by the Company in connection with the purchase and sale of the Special Warrants and the issuance of the Underlying Securities, so that the distribution of the Qualified Securities may lawfully occur without the necessity of filing a registration statement in the United States or similar document in any other jurisdiction;

(j) the Company shall use the net proceeds from the sale of the Special Warrants to fund working capital and for general corporate purposes;

(k) the Company will until the date of the completion of the distribution of the Qualified Securities, use commercially reasonable efforts to ensure the Prospectus and the Prospectus Supplement comply at all times with the Securities Laws in the Qualifying Jurisdictions;

(l) the Company will during the period from the date hereof until the date of the completion of the distribution of the Qualified Securities, promptly inform the Agent of the full particulars of any request of any Securities Commissions for any material information, or the receipt by the Company of any material communication from any Securities Commissions or any other competent authority relating to the Company or which may be material to the distribution of the Qualified Securities;

(m) the Company will comply with each of the covenants of the Company set out in the Subscription Agreements;

(n) at all times prior to the completion of the distribution of the Qualified Securities, the Company will continue to operate its business in compliance with Applicable Laws and in the ordinary course;

(o) the Company will forthwith notify the Agent of any breach of any covenant of this Agreement or any Ancillary Document by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement or any Ancillary Document is or becomes untrue or inaccurate in any material respect;

(p) the Company will advise the Agent, promptly after receiving notice thereof, of the time when the Prospectus, the Prospectus Supplement and any Supplementary Material have been filed and receipts therefor have been obtained pursuant to NP 11-202 and will provide evidence reasonably satisfactory to the Agent of each such filing and copies of such receipts;

(q) the Company will advise the Agent, promptly after receiving notice or obtaining knowledge thereof, of:

   (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Prospectus, the Prospectus Supplement, or any Supplementary Material;

   (ii) the institution, threatening or contemplation of any proceeding for any such purposes;

   (iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Special Warrants or the Underlying Securities) having been issued by any Securities Commissions or the institution, threatening or contemplation of any proceeding for any such purposes; or

   (iv) any requests made by any Securities Commissions to amend or supplement the Preliminary Prospectus, the Prospectus, or the Prospectus Supplement or to provide additional information with respect thereto; and will use its commercially reasonable efforts to prevent the issuance of any order referred to in Section 4(q)(i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(r) the Company will, except to the extent the Company participates in an arrangement, amalgamation, merger or business combination transaction which is in the best interest of the Company and following which the Company is not a "reporting issuer", use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Canadian jurisdictions in which it is currently a reporting issuer, which have such a concept to the date which is 36 months following the Closing Date;

(s) the Company will, except to the extent the Company participates in an arrangement, amalgamation, merger or business combination transaction which is in the best interest of the Company and following which the Company is not listed on the CSE, use its commercially reasonable efforts to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system to the date that is 36 months following the Closing Date;

In addition to the covenants of the Company set out in the other sections of this Agreement, the Company hereby further covenants to and for the benefit of the Agent and the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Special Warrants, that following the Closing:

(t) the Company will allow the Agent to participate in the preparation of the Prospectus, the Prospectus Supplement, and any Supplementary Material that the Company is required to file under the Securities Laws in Canada relating to the Offering;

(u) the Company will deliver to the Agent, without charge, contemporaneously with, or prior to the filing of, the Prospectus, unless otherwise indicated:

(i) a copy of any document filed with, or delivered to, the Securities Commissions by the Company under the Securities Laws in the Qualifying Jurisdictions with the Prospectus;

(ii) a certificate dated the date of the Prospectus, addressed to the Agent and signed by the Chief Executive Officer and Chief Financial Officer of the Company, certifying for and on behalf of the Company, and not in their personal capacities, to the best of their knowledge after having made due inquiries, with respect to the following matters:

(A) the Company having complied in all material respects with all of the covenants and satisfied all of the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the date of the Prospectus, except where any such covenant, term or condition is already qualified by materiality or Material Adverse Effect, in which case the Company has complied with or satisfied such covenant, term or condition in all respects;

(B) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Company or prohibiting the issue of the Special Warrants or the Underlying Securities or any of the Company's issued securities having been issued and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened;

(C) the representations and warranties of the Company contained in this Agreement and in any certificates of Company delivered pursuant to or in connection with this Agreement being true and correct in all material respects as at the date of the Prospectus, with the same force and effect as if made on and as at the date of the Prospectus, after giving effect to the transactions contemplated by this Agreement, except that representations and warranties that are already qualified by materiality or Material Adverse Effect are true and correct in all respects and representations and warranties made as of a specified date are true and correct in all material respects, or in all respects if already qualified by materiality or Material Adverse Effect, as of such specified date; and

(D) since the Closing Time there having been no material adverse change, financial or otherwise, in the assets, liabilities (contingent or otherwise), capital, business or results of operations of the Company, except as otherwise disclosed in the Prospectus;

(v) the Company will, until the earlier of the Qualification Date and the Automatic Exercise Date, deliver to the Agent copies of all correspondence and other written communications between the Company and any Securities Commission or other Governmental Authority relating to the Offering and will generally keep the Agent apprised of the status of, including all developments relating to, the Offering;

(w) the Company will take all necessary corporate action to authorize the valid creation, issue and sale of, and the delivery by the Company of the Special Warrants and the Qualified Securities, the Unit Shares, the Warrants, the Warrant Shares, the Agent Warrants, and the Agent Warrant Shares via physically certificated form; and

(x) the Company will duly authorize, execute and deliver each of this Agreement, the Special Warrant Certificates, the Warrant Certificates, the Agent Warrant Certificates, and the Subscription Agreements (when accepted by the Company) and the Company will ensure that each of this Agreement, the Special Warrant Certificates, the Warrant Certificates, the Agent Warrant Certificates, and the Subscription Agreements (when accepted by the Company) constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with the terms hereof or thereof, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

5. Agent's Representations, Warranties and Covenants.

The Agent hereby represents and warrants to, and covenants with the Company that:

(a) it is duly qualified and registered to carry on business as a securities dealer in each of the jurisdictions where the sale of the Special Warrants requires such qualification and/or registration in a manner that permits the sale of the Special Warrants on a basis described in this Agreement, including Section 2 and Schedule "A";

(b) it will offer and solicit offers for the purchase of the Special Warrants in compliance with Applicable Laws and only from such persons and in such manner that, pursuant to applicable Securities Laws and the securities laws of any other jurisdiction applicable to the offer, sale and solicitation of the Special Warrants under this Offering, no prospectus, registration statement or similar document need be delivered or filed, other than any prescribed reports of the issue and sale of the Special Warrants and, in the case of any jurisdiction other than the Qualifying Jurisdictions, no continuous disclosure obligations will be created;

(c) it will make any offers or sales of Special Warrants in accordance with the terms of this Agreement;

(d) it will conduct, and will cause its affiliates and any person acting on its behalf to conduct, activities in connection with arranging for the offer and sale of the Special Warrants in compliance with applicable Securities Laws and the securities laws of any other jurisdiction applicable to the offer and sale of the Special Warrants;

(e) it will use commercially reasonable efforts to obtain from each Purchaser a completed and executed Subscription Agreement, together with all Subscription Documents (including documents required by the CSE, if any) as may be necessary in connection with subscriptions for Special Warrants to ensure compliance with applicable Securities Laws and the securities laws of any other jurisdiction applicable to the offer and sale of the Special Warrants under this Offering; and

(f) it will refrain from advertising the Offering in: (i) printed media of general and regular paid circulation; (ii) radio; (iii) television; or (iv) telecommunication (including electronic display and the Internet) and not make use of any green sheet or other internal marketing without the consent of the Company, such consent to be promptly considered and not to be unreasonably withheld.

6. Material Changes During Distribution.

During the period from the date of this Agreement to the Automatic Exercise Date, the Company will, upon becoming aware of same, promptly notify the Agent (and, if requested by the Agent, confirm such notification in writing) of: (a) any material change (actual, anticipated, contemplated or threatened) in the business, operations, assets, liabilities (contingent or otherwise) or authorized share structure of the Company; (b) any material fact which has arisen or has been discovered following the Closing Date and is required to be stated in the Preliminary Prospectus, the Prospectus, the Prospectus Supplement or any Supplementary Material or which would have been required to have been stated in the Preliminary Prospectus, the Prospectus, the Prospectus Supplement or any Supplementary Material had the fact arisen or been discovered on, or prior to, the date of such document; and (c) any change in any material fact (which for the purposes of this Agreement will be deemed to include the disclosure of any previously undisclosed material fact) contained in the Disclosure Documents, the Preliminary Prospectus, the Prospectus, the Prospectus Supplement or any Supplementary Material which change is, or may be, of such a nature as to render any statement in the Disclosure Documents, the Preliminary Prospectus, the Prospectus, the Prospectus Supplement or any Supplementary Material misleading or untrue in any material respect or which would result in a misrepresentation in the Disclosure Documents, the Preliminary Prospectus, the Prospectus, the Prospectus Supplement or any Supplementary Material or which would result in the Disclosure Documents, the Preliminary Prospectus, the Prospectus, the Prospectus Supplement or any Supplementary Material not complying with the Securities Laws in the Qualifying Jurisdictions.

The Company will promptly, and in any event within any applicable time limitation, comply with all applicable filing and other requirements under the Securities Laws in the Qualifying Jurisdictions as a result of such fact or change; provided, however, that the Company must not file any Supplementary Material or other document without first advising the Agent with respect to the form and content thereof, it being understood and agreed that no such Supplementary Material or document may be filed with any Securities Commissions prior to advising the Agent. The Company must in good faith discuss with the Agent any fact or change in circumstance which is of such a nature that there is or could be reasonable doubt whether notice need be given under this Section 6.

7. Representations and Warranties and Additional Covenants of the Company.

The Company represents and warrants to, and covenants with, the Agent and the Purchasers, and acknowledges that each of them is relying upon such representations and warranties and covenants in entering into this Agreement and completing the Closing, that as of the date hereof and the Closing Time or as of such other time as is contemplated by any representation, warranty or covenant set forth below:

(a) the Company is validly existing under the laws of British Columbia and has all requisite corporate power, capacity and authority to: (i) own, lease and operate its assets and conduct its business as currently conducted and to execute, deliver and carry out its obligations under this Agreement and all Ancillary Documents, and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder in accordance with the terms hereof and thereof; (ii) create, offer, issue and sell the Special Warrants, and Agent Warrants in accordance with this Agreement; (iii) create, issue and deliver the Warrants and the Agent Warrants in accordance with this Agreement; and (iv) allot, reserve, issue and deliver the Unit Shares, the Warrant Shares, and the Agent Warrant Shares, as fully paid and non-assessable Common Shares, in accordance with this Agreement;

(b) the Subsidiary has been duly incorporated and is validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power, capacity and authority to own, lease and operate its property and assets and conduct its business as currently conducted, and where required, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business and is not precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(c) the Subsidiary listed in Schedule "B" hereto is the only subsidiary of the Company, and the Company has no subsidiaries and no investment in any person which is or would be material to the business and affairs of the Company other than the Subsidiary. The Company beneficially owns, directly or indirectly, the percentage indicated on Schedule "B" hereto of the issued and outstanding shares in the capital of the Subsidiary which are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiary or any other security convertible into or exchangeable for any such shares;

(d) the Company has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and each Ancillary Document and to observe and perform the provisions of this Agreement and each Ancillary Document in accordance with the provisions hereof and thereof, including the creation and issue of the Special Warrants, the Agent Warrants, and the Underlying Securities upon the terms and conditions set forth herein and the issue and delivery of the Unit Shares and Warrants (including with respect to Penalty Units, if applicable) upon the exercise of the Special Warrants, the issue and delivery of the Warrant Shares upon the exercise of the Warrants, and the issue and delivery of the Agent Warrant Shares upon the exercise of the Agent Warrants;

(e) none of the Company nor its Subsidiary has committed an act of bankruptcy and is insolvent, has proposed a compromise or arrangement to any of its creditors, has had a petition or a receiving order in bankruptcy filed against it, has made a voluntary assignment in bankruptcy, has taken any action with respect to a compromise or arrangement, has taken any action to have itself declared bankrupt or wound-up, has taken any action to have a receiver appointed for any of its property or has had any execution or distress become enforceable or levied upon any of its property or assets;

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

(g) the Company and the Subsidiary have complied in all material respects with all applicable privacy and consumer protection legislation and to its knowledge has not collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Company and the Subsidiary have taken commercially reasonable steps to protect the personal information under their respective custody or control by making reasonable security arrangements to prevent unauthorized access, collection, disclosure, copy use, modification or disposal or similar risks;

(h) each of the Company and its Subsidiary is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material properties and assets thereof, free and clear of any Liens, and no other property or assets are necessary for the conduct of the business of the Company and its Subsidiary as currently conducted, except as would not reasonably be expected to have a Material Adverse Effect. Any and all of the agreements and other documents and instruments pursuant to which each of the Company and its Subsidiary holds the property and assets thereof are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which the Company or any of its Subsidiary derives the interests thereof in such property are in good standing. The Company does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Company or any of its Subsidiary to use, transfer or otherwise exploit their respective assets, and neither the Company nor any of its Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof;

(i) the Company owns no real property. Any real property or building held under lease by the Company or any Subsidiary, which is material, individually or in the aggregate, to the Company or any Subsidiary, is held by it under valid and subsisting leases enforceable against the respective lessors thereof with such exceptions as are not material, individually or in the aggregate, to the Company;

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

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

(l) neither the Company nor its Subsidiary is in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound;

(m) there exists no actual or, to the knowledge of the Company, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Company and the Subsidiary, with any partner, supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of the Company and the Subsidiary are individually or in the aggregate material to the assets, business, properties, operations or financial condition of the Company and the Subsidiary. All such business relationships are intact and mutually cooperative, and there exists no condition or state of fact or circumstances that would prevent the Company and the Subsidiary from conducting such business with any such partner, supplier or customer, or group of suppliers or customers in the same manner in all material respects as currently conducted;

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

(o) each Material Agreement is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Company and the Subsidiary, as applicable, have performed all material obligations in a timely manner under each Material Agreement. None of the Company nor the Subsidiary is in violation, breach or default nor has it received any notification from any party claiming that the Company or Subsidiary, as applicable, is in breach, violation or default under any Material Agreement and no other party, to the knowledge of the Company, is in breach, violation or default of any term under any Material Agreement;

(p) neither the Company nor its Subsidiary has approved, or has entered into any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the

Company whether by asset sale, transfer of shares or otherwise; (ii) the change in control (by sale, transfer or other disposition of shares or sale, transfer, lease or other disposition of all or substantially all of the property and assets of the Company or its Subsidiary) of the Company; or (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Company;

(q) the authorized share structure of the Company consists of an unlimited number of Common Shares, of which as of the date hereof, 37,354,553 Common Shares were issued and outstanding as fully paid and non-assessable shares. As of the date hereof, other than: (i) outstanding stock options to acquire an aggregate of 50,000 Common Shares; (ii) outstanding share purchase warrants to acquire an aggregate of 4,214,500 Common Shares; (iii) outstanding restricted share units to acquire an aggregate of 800,000 Common Shares; (iv) the Special Warrants; and (v) the Agent Warrants; no Person will hold any securities convertible or exchangeable into securities of the Company or have any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities (including convertible securities) of the Company;

(r) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by each of the Company and its Subsidiary have been paid. All tax returns, declarations, remittances and filings required to be filed by the Company have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. No examination of any tax return of the Company or its Subsidiary is currently in progress to the knowledge of the Company and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Company or its Subsidiary in any case;

(s) each of the Company and its Subsidiary owns or has all proprietary rights provided in law and at equity to all patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts, information and other intellectual and industrial property (collectively, "**Intellectual Property**") necessary to permit the Company and its Subsidiary to conduct their respective business as currently conducted. Neither the Company nor its Subsidiary has received any notice nor is the Company aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of the Company or its Subsidiary therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would reasonably be expected to have a Material Adverse Effect;

(t) there are no material restrictions on the ability of the Company or its Subsidiary to use and explore all rights in the Intellectual Property required in the ordinary course of the business of the Company and its Subsidiary, as applicable. None of the rights of the Company and its Subsidiary in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;

(u) each of the Company and its Subsidiary has taken commercially reasonable steps to protect its Intellectual Property, including paying all necessary fees and filing all appropriate registrations, affidavits and renewals with the appropriate Governmental Authorities, in those jurisdictions where, in the reasonable opinion of the Company, the Company and its Subsidiary carries on a sufficient business to justify such filings and the Company and the Subsidiary have not taken any steps that could constitute abandonment of their Intellectual Property;

(v) the Company and the Subsidiary have entered into valid and enforceable agreements pursuant to which the Company and the Subsidiary, as applicable, have been granted all licenses and permissions to use, reproduce, sub-license, sell, modify, update, enhance or otherwise exploit any element of the Intellectual Property not owned by the Company or a Subsidiary to the extent required for the operation, conduct and maintenance of the business of the Company or the Subsidiary;

(w) all of the Intellectual Property owned by the Company or the Subsidiary was created by employees in the course of their employment or by contractors who have transferred and assigned all of the their rights in and to such Intellectual Property to the Company or the Subsidiary, as applicable, pursuant to written assignment agreements and have waived their moral rights and rights of a similar nature in and to such Intellectual Property;

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

(y) neither the Company nor the Subsidiary have used open source software in any manner where such use would require disclosure or distribution in source code form, require the licensing thereof for the purpose of making derivative works, impose any restriction on the consideration to be charged for the distribution thereof, create, or purport to create, obligations for the Company with respect to the Intellectual Property owned by any of them or grant, or purport to grant, to any third party, any rights or immunities under Intellectual Property owned by the Company or the Subsidiary or imposed any other material limitation, restriction or condition on the rights of the Company or the Subsidiary with respect to use or distribution. With respect to any open source software that is or has been used by the Company or the Subsidiary in any way, such use has been and is in compliance with all applicable licenses with respect thereto;

(z) the Company and the Subsidiary have taken commercially reasonable steps to back up all material software and databases (including information used therein) used by the Company and the Subsidiary and maintain such backups at a secure off-site location (except where such failure to make such backup would not have a Material Adverse Effect). The Company and the Subsidiary have taken commercially reasonable steps (i) to maintain the integrity and security of their systems and network infrastructure in connection with the collection, transmission and storage of electronic data, including video and imagery, (ii) to block the distribution of sensitive imagery which may be harmful to or breach the security interests of any country, and (iii) to protect the information technology and communication systems used in connection with their operations and business from contamination, corruption, computer viruses, firewall breaches, sabotage, hacking or other software routines or hardware components that would permit material unauthorized access or the unauthorized disablement, theft or erasure of its information technology systems, communication systems, imagery, products or software. The Company and the Subsidiary have disaster recovery and security plans and procedures in place and to the Company's knowledge, there have been no material unauthorized intrusions or breaches of the security of the information technology or communication systems used in connection with their operations and business;

(aa) any and all of the agreements and other documents and instruments pursuant to which each of the Company and each of its Subsidiary holds the property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, neither the Company nor its Subsidiary is in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all material leases, licences and other agreements pursuant to which the Company and its Subsidiary derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or agreement. None of the properties (or any interest in, or right to earn an interest in, any property) of the Company or its Subsidiary is subject to any right of first refusal or purchase or acquisition right;

(bb) except as disclosed in the Disclosure Documents, to the Company's knowledge, no Person who owns, directly or indirectly, more than 10% of any class of securities of the Company or securities of any Person exchangeable for more than 10% of any class of securities of the Company, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such Person) with the Company which, as the case may be, materially affects, is material to or will materially affect the Company;

(cc) the Company is not party to any agreement, nor is the Company aware of any agreement, which in any manner affects the voting control of any of the securities of the Company or its Subsidiary;

(dd) neither the Company nor its Subsidiary is a party to, bound by or, to the knowledge of the Company, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Company or its Subsidiary to compete in any line of business, transfer or move any of its respective assets or operations or which would reasonably be expected to result in a Material Adverse Effect;

(ee) except as disclosed in the Financial Statements, other than liabilities incurred in the ordinary course of the Company's business, there are no material liabilities of the Company, whether direct, indirect, absolute, contingent or otherwise, and the Company has not made any loans to or guaranteed the obligations of any Person;

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

(gg) the Company is not aware of any legislation, regulation or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Company or its Subsidiary presently in force or, to the Company's knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Company or its Subsidiary presently in force, that the Company reasonably expects the Company or its Subsidiary will be unable to comply with or which could reasonably be expected to result in a Material Adverse Effect;

(hh) all information which has been prepared by the Company relating to the Company and its business, properties and liabilities and made available to the Agent was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;

(ii) the Company has not withheld and will not withhold from the Agent prior to the date hereof, any material fact relating to the Company or its Subsidiary;

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

(kk) upon payment of the requisite consideration therefor: the Special Warrants will be validly created and issued; upon the exercise of the Special Warrants, the Units will be validly created and issued, consisting of the Unit Shares validly issued as fully paid and non-assessable Common Shares and the Warrants validly created and issued, as applicable; and upon the exercise of the Warrants, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(ll) upon Closing, the Agent Warrants will be validly created and issued; upon the exercise of the Agent Warrants, the Agent Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(mm) none of the: (i) creation, issuance and sale of the Special Warrants, the Agent Warrants, or the creation or issuance of the Underlying Securities; (ii) the execution and delivery of this Agreement or any Ancillary Document; (iii) compliance by the Company with the provisions of this Agreement or any of the Ancillary Documents; or (iv) consummation of the transactions contemplated herein including, without limitation, the creation, issue, sale and delivery (as the case may be) of the Special Warrants, the Agent Warrants, and the Underlying Securities will: (A) require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any Governmental Authority, court, stock exchange, securities regulatory authority, any class or classes of the securityholders of the Company or other Person, except: (x) such as have already been obtained; or (y) such as may be required under applicable Securities Laws of the Qualifying Jurisdictions and will be obtained in compliance with the requirements of Securities Laws of the Qualifying Jurisdictions and the CSE; or (B) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under (whether after notice or lapse of time or both), any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the Company or any Subsidiary of the Company is a party or by which any of them or any of the assets thereof are bound, or the articles, by-laws or any other constating document of the Company or any Subsidiary of the Company or any resolution passed by the directors (or any committee thereof) or shareholders of the Company or its Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Company or its Subsidiary or any of the assets thereof, which could have a Material Adverse Effect;

(nn) the Company has filed with all applicable regulatory authorities all documents required under Applicable Laws. The Disclosure Documents comply in all material respects with Securities Laws in Canada at the time they were filed. There is no material fact known to the Company which the Company has not disclosed to, or which the Company has withheld from, the Agent and which has or may reasonably be expected to have a Material Adverse Effect or which materially adversely affects or which may reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under this Agreement or any Ancillary Document;

(oo) there has not occurred any material change in the assets, liabilities, capital, affairs, prospects, business, operations or condition of the Company and its Subsidiary taken as a whole which has not been generally publicly disclosed in a Disclosure Documents;

(pp) no order preventing, ceasing or suspending trading in any securities of the Company or prohibiting the issue and sale of securities by the Company has been issued and no proceedings for any of such purposes have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened;

(qq) the Financial Statements and the notes thereto, present fairly, in all material respects, the financial position of the Company and the statements of profit or loss and other comprehensive income, changes in equity and cash flow of the Company as at the dates and for the periods specified in such Financial Statements, and have been prepared in conformity with IFRS applied on a consistent basis throughout the periods involved, and there has been no material change in accounting policies or practices of the Company since August 31, 2025, other than in accordance with IFRS;

(rr) other than as disclosed in the Disclosure Documents or in respect of this Offering since February 28, 2026, none of the Company or its Subsidiary has:

(i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;

(ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material; or

(iii) entered into any material transaction;

(ss) other than the Agent and except as may be consented to by the Agent, there is no Person acting or purporting to act at the request of the Company, who is entitled to any brokerage underwriting, finders', advisory or agency fee in connection with the Offering;

(tt) the Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in Canada and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any material differences;

(uu) the Company is a reporting issuer or the equivalent thereof in the Provinces of Alberta, British Columbia and Ontario and is not in default of any of its obligations under the securities laws of such Provinces. The Company is not required to file reports with the United States Securities and Exchange Commission pursuant to Section 13(a) or Section 15(d) of the U.S. Exchange Act;

(vv) the Common Shares are listed on the CSE, the Frankfurt Stock Exchange, and the OTCQB, and the Company is in material compliance with all rules, regulations and policies of the CSE, the Frankfurt Stock Exchange, and the OTCQB;

(ww) the Company and its Subsidiary have its properties and assets insured against loss or damage by insurable hazards or risks on a replacement cost basis. Such insurance coverage is of a type and in an amount typical to the business in which the Company operates as conducted by a reasonably prudent person based on the advice of reputable insurance brokers consulted by such person. In the last twelve months none of the Company nor its Subsidiary has made any material claim on any policy of insurance or been refused any insurance coverage sought or applied for. The Company does not have any reason to believe that it will not be able to renew the existing insurance coverage of the Company and its Subsidiary as and when such coverage expires or obtain similar coverage from similar insurers as may be necessary to continue with its businesses at a cost that would not have a Material Adverse Effect;

(xx) no material work stoppage, strike, lock-out, labour disruption, dispute grievance, arbitration, proceeding or other conflict with the employees of the Company or the Subsidiary currently exists or, to the knowledge of the Company, is imminent or pending and the Company and the Subsidiary is in material compliance with all provisions of all federal, national, regional, provincial and local laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours;

(yy) to the knowledge of the Company, no action has been taken or is being contemplated to organize or unionize any employees of the Company or its Subsidiary;

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

(aaa) the operations of the Company and the Subsidiary are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Company and the Subsidiary conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened; and

(bbb) the Company or, to the best knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Company will not directly or indirectly use any proceeds of the distribution of the Special Warrants or lend, contribute or otherwise make available such proceeds to the Company or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States.

8. Closing.

The purchase and sale of the Special Warrants will be completed at the Closing Time at the offices of Borden Ladner Gervais LLP in Vancouver, British Columbia, electronically, or at such other place as the Company, the Agent, and the Escrow Agent may agree upon. At or prior to the Closing Time, the Company will, subject to the provisions of Section 10, duly and validly deliver to the Agent definitive certificates representing, against payment at the direction of the Company, in lawful money of the United States, by wire transfer of an amount equal to the aggregate subscription price for the number of Special Warrants being issued and sold hereunder less the Commission and all expenses of the Agent payable by the Company to the Agent in accordance with Section 9 hereof. At the Closing Time, the Agent and the Company shall authorize the Escrow Agent to deliver to the Company the gross proceeds of the Offering, less the Commission and the Agent's Expenses (as defined below).

9. Fees and Expenses of the Company.

The Company will pay all expenses and fees in connection with the Offering, including, without limitation: (a) all expenses of or incidental to the creation, issue, sale or distribution of the Special Warrants, the Agent Warrants, and the Underlying Securities (and the Penalty Units and associated Underlying Securities, if applicable); (b) all costs incurred in connection with the preparation of documentation relating to the Offering (including the qualification and distribution pursuant to the Prospectus and the Prospectus Supplement of the Qualified Securities); (c) the fees and expenses of counsel and auditors to the Company, and the Company's registrar and transfer agent; (d) all applicable filing, regulatory and CSE fees; and (e) all reasonable fees and expenses incurred by the Agent (the "**Agent's Expenses**") which shall include "out of pocket" expenses, and the reasonable fees and disbursements of the Agent's legal counsel subject to the cap specified for a non-registered Placement (as such term is defined in the Engagement Letter) as set out in the Engagement Letter. All fees and expenses incurred by the Agent or on its behalf will be payable by the Company promptly following the completion of the Offering and upon receiving an invoice therefor from the Agent. In the event that this Agreement is terminated prior to the completion of the Offering, the Agent shall only be entitled to reimbursement for its actual documented and accountable expenses up to such amount specified in the Engagement Letter.

10. Closing Conditions.

10.1 In addition to the deliveries contemplated by Section 8, the Agent's obligation to close the sale of Special Warrants sold under the Offering, at the Closing Time will be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agent will have received at the Closing Time a certificate dated as of the Closing Date addressed to the Agent and signed by the Chief Executive Officer and Chief Financial Officer of the Company, in a form satisfactory to the Agent, acting reasonably, certifying for and on behalf of the Company and without personal liability, after having made due enquiries, that: (i) the Company has complied in all material respects (except where already qualified by materiality, in which case the Company has complied in all respects) with all the covenants and satisfied in all material respects (except where already qualified by materiality, in which case the Company has satisfied in all respects) all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time; (ii) the representations and warranties of the Company contained in this Agreement and any certificate of the Company delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as at the Closing Time with the same force and effect as if made on and as at such Closing Time after giving effect to the transactions contemplated by this Agreement; (iii) since February 28, 2026, other than as disclosed in the Disclosure Documents (A) there has been no material change affecting the Company on a consolidated basis, and (B) no transaction has been entered into by the Company other than in the ordinary course of business; there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact or a new material fact) which material fact or change is of such a nature as to render any statement in the Disclosure Documents misleading or untrue in any material respect or which would result in a misrepresentation in the Disclosure

Documents or which would result in the Disclosure Documents not complying with applicable Securities Laws in Canada; and (iv) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Company or prohibiting or suspending the offering, issue or sale of the Special Warrants or any of the Company's issued securities, having been issued, and no proceeding for such purpose being threatened or, to the knowledge of such officers, pending;

(b) the Agent will have received at the Closing Time a certificate dated the Closing Date, signed by appropriate officers of the Company addressed to the Agent and counsel to the Agent, with respect to the constating documents of the Company, all resolutions of the Company's board of directors relating to this Agreement, the Ancillary Documents, the creation, issuance, offering, sale, allotment and reservation (as applicable) of the Special Warrants, the Agent Warrants, and the Underlying Securities and the consummation of the respective transactions contemplated herein and therein, and the incumbency and specimen signatures of signing officers and such other matters as the Agent may reasonably request;

(c) the Subscription Agreements will have been accepted, executed and delivered by the Company and the other parties thereto in a form and substance satisfactory to the Agent and their counsel, acting reasonably;

(d) the Special Warrant Certificates will have been executed and delivered by the Company in form and substance satisfactory to the Agent and their counsel, acting reasonably;

(e) the Agent will have received at the Closing Time certificates representing the Agent Warrants, registered in accordance with their instructions;

(f) the Agent will have received favourable legal opinions addressed to the Purchasers, the Agent and their counsel, Cozen O'Connor LLP, dated and delivered the Closing Date from the Company's counsel, Borden Ladner Gervais LLP, in form and substance satisfactory to the Agent and their counsel, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to a transaction of this nature:

(i) the Company is a valid and existing company under the laws of the Province of British Columbia and is with respect to the filing of annual reports, in good standing, and has all necessary corporate power, capacity and authority to carry on its business as now conducted and to own, lease and operate its property and assets;

(ii) the Subsidiary is a corporation duly created and validly existing under the *Business Corporations Act* (British Columbia), has all requisite corporate power, capacity and authority to carry on its business as now conducted and to own, lease and operate its property and assets, and the authorized and issued share capital of the Subsidiary and to the ownership thereof;

(iii) as to the authorized and issued share structure of the Company;

(iv) the Special Warrants have been duly and validly created, authorized and issued;

(v) the Unit Shares comprised in the Units have been duly and validly created, authorized and reserved for issuance and, upon the exercise or the automatic exercise of the Special Warrants in accordance with the terms of the Special Warrant Certificates, will be duly and validly issued as fully paid and non-assessable Common Shares.

(vi) the Warrants comprised in the Units, have been duly and validly created, authorized and reserved for issuance and, upon the exercise or the automatic exercise of the Special Warrants in accordance with the terms of the Special Warrant Certificates, will be duly and validly issued;

(vii) the Warrant Shares underlying the Warrants have been duly and validly created, authorized and reserved for issuance, and upon the exercise of the Warrants in accordance with the terms of the Warrant Certificates, including payment of the aggregate exercise price per Warrant, will be duly and validly issued and outstanding as fully paid and non-assessable Common Shares;

(viii) the Agent Warrants have been duly and validly created, authorized and issued;

(ix) the Agent Warrant Shares underlying the Agent Warrants have been duly and validly created, authorized and reserved for issuance, and upon the exercise of the Agent Warrants in accordance with the terms thereof, including payment of the aggregate exercise price per Agent Warrant, will be duly and validly issued and outstanding as fully paid and non-assessable Common Shares;

(x) the form and terms of the definitive certificate representing the Common Shares, the Special Warrant Certificates, the Warrant Certificates, and the Agent Warrant Certificate have been approved by the directors of the Company and comply in all material respects with the *Business Corporations Act* (British Columbia), the constating documents of the Company and the rules of the CSE;

(xi) the Company has all necessary corporate power and capacity to execute and deliver this Agreement and the Ancillary Agreements and perform its obligations thereunder;

(xii) the Company has duly authorized the execution and delivery of the Executed Agreements and the performance of its obligations under this Agreement and the Ancillary Agreements;

(xiii) the Company has as a matter of corporate law duly executed and delivered each of the Executed Agreements;

(xiv) each of the Warrant Certificates and each Agent Warrant Certificate, will, upon issuance, be validly created, executed and issued by the Company as a matter of corporate law;

(xv) the execution and delivery of this Agreement and the Ancillary Agreements and the performance of the terms thereof do not conflict with or result in a breach of (whether after notice or lapse of time or both) or constitute a default under: (a) the notice of articles or articles of the Company, or any resolutions of the shareholders or directors (or any committee thereof) of the Company; or (b) any corporate or securities laws of the Province of British Columbia or federal laws of Canada applicable therein;

(xvi) Endeavor Trust Corporation is the duly appointed registrar and transfer agent for the Common Shares;

(xvii) the issuance and sale by the Company of the Special Warrants to the Purchasers in the Selling Jurisdictions in accordance with the Subscription Agreements and the granting and the issuance of the Agent Warrants to the Agent in accordance herewith are exempt from the prospectus requirement of the Securities Laws of the Opinion Jurisdictions, and no prospectus or other documents are required to be filed (other than specified forms accompanied by requisite filing fees), no proceedings taken or approvals, permits, consents, orders or authorizations obtained under such Securities Laws to permit such sale and issuance; provided, however, that the filing, within ten days following the date of such issuance and sale, of a report of such issuance and sale prepared on Form 45-106F1 or Form 72-503F, as applicable, prepared and executed in accordance with such Securities Laws, together with payment of the requisite filing fees, is required to be made in connection with such issuance and sale;

(xviii) the issuance of: (i) the Unit Shares and Warrants upon the exercise or the automatic exercise of the Special Warrants in accordance with the terms of the Special Warrant Certificates; (ii) the Warrant Shares upon the exercise of the Warrants in accordance with the terms of the Warrant Certificates; (iii) the Agent Warrant Shares upon exercise of the Agent Warrants in accordance with the terms of the Agent Warrants; will each be exempt from the prospectus requirement of the Securities Laws of the Opinion Jurisdictions, and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under such Securities Laws to permit such issuance (other than those which have been filed, taken or obtained);

(xix) The first trade in the Opinion Jurisdictions of: (i) Special Warrants; (ii) Unit Shares and Warrants comprising the Units issuable upon exercise of the Special Warrants; (iii) Warrant Shares issuable upon exercise of the Warrants; (iv) Agent Warrant Shares issuable upon exercise of the Agent Warrants; by a Purchaser or the Agent, as applicable, other than a trade that is otherwise exempted by Securities Laws of such jurisdiction, will be a distribution subject to the prospectus requirement of the Securities Laws of such jurisdictions, unless at the time of such trade, four months and one day have lapsed since the Closing Date, and subject to the usual qualifications;

(xx) If a receipt for the Prospectus and filing of Prospectus Supplement has been completed by the Company before 5:00 p.m. Pacific Standard Time on the date that is four months and one day following the Closing Date, and provided that: (i) the Prospectus and Prospectus Supplement is delivered to the holders of Special Warrants prior to the exercise of same; (ii) the Unit Shares and Warrants comprising the Units are issued after the date thereof; and (iii) no "material change", within the meaning of the Securities Laws of the Opinion Jurisdictions, occurs between the effectiveness of the Prospectus and Prospectus Supplement and the date of the distribution of such Unit Shares and Warrants: (a) the first trade by a Purchaser of a Unit Share or a Warrant issued upon automatic exercise of a Special Warrant, or the first trade by a Purchaser of a Warrant Share issued upon exercise of a Warrant, will not be subject to, or in the case of the Warrant Shares will be exempt from, the prospectus requirement of the Securities Laws of the Opinion Jurisdictions; (b) such Unit Shares, Warrants and Warrant Shares will not be subject to any statutory hold period under such Securities Laws; and (c) no documents will be required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under such Securities Laws to permit the trade of such Unit Shares, Warrants and Warrant Shares in the Opinion Jurisdictions through registrants properly registered under applicable Securities Laws who have complied with such laws, provided that such sale is not a "control distribution" (as defined in section 1.1 of NI 45-102);

(xxi) the Company is a "reporting issuer", or its equivalent, in Alberta, British Columbia, and Ontario, and it is not listed as in default of any requirement of the Securities Laws in any of such jurisdictions; and

(xxii) in any proceeding in a court of competent jurisdiction in the Province of British Columbia (a "**Court**") for the enforcement of the Executed Agreements and the Warrant Certificates, the Court would apply the law of the State of New York ("**Foreign Law**") in accordance with the parties' choice of Foreign Law in this Agreement, to all issues which under the laws of the Province of British Columbia and the federal laws of Canada applicable therein now in effect ("**BC Law**") are to be determined in accordance with the chosen law of the contract, provided that:

(A) those choices were *bona fide* and legal, that is, either there was a connection between New York and the transaction, or the parties did not choose the Foreign Law to avoid the application of the law of another jurisdiction with which the transaction had the closest connection;

(B) those choices were not contrary to public policy under BC Law ("**Public Policy**");

(C) the British Columbia legislature had not enacted legislation providing that the substantive law of British Columbia was to apply to the particular situation before a Court; and

(D) provided that a Court would apply British Columbia procedural law in any British Columbia legal proceeding and, in any such proceeding, and notwithstanding the parties' choice of law, a Court:

(1) will not take judicial notice of the provisions of Foreign Law but will only apply such provisions if they are pleaded and proven by expert testimony;

(2) will not apply any Foreign Law and will apply BC Law to matters which would be characterized under BC Law as procedural;

(3) will apply provisions of BC Law that have overriding effect notwithstanding the Foreign Law;

(4) will not apply any Foreign Law if such application would be characterized under BC Law as the direct or indirect enforcement of a foreign revenue, expropriatory, penal or other public law or if its application would be contrary to Public Policy; and

(5) will not enforce the performance of any obligation that is illegal under the laws of any jurisdiction in which the obligation is to be performed.

(xxiii) a Court would grant a judgment based upon a final and conclusive *in personam* judgment of a court exercising jurisdiction in the State of New York (a "**Foreign Court**") for a sum certain, obtained against the Company with respect to a claim arising out of the Executed Agreements and the Warrant Certificates (a "**Foreign Judgment**"), without reconsideration of the merits:

(A) provided that:

(1) the Foreign Court had jurisdiction over the Company, as recognized by the Court for purposes of enforcement of Foreign Judgments;

(2) either there was a real and substantial connection between the parties, the cause of action and New York or the

Company had attorned to the jurisdiction of the Foreign Court;

(3) the Foreign Court had in fact granted the Foreign Judgment;

(4) the action to enforce the Foreign Judgment must be commenced in a Court within any applicable limitation period;

(5) a Court has discretion to stay or decline to hear an action on the Foreign Judgment if the Foreign Judgment is under appeal (or the time limited for appeals has not expired) or there is another subsisting judgment in any jurisdiction relating to the same cause of action;

(6) a Court will render judgment only in Canadian dollars;

(7) an action in a Court on the Foreign Judgment may be affected by general principles of equity and bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application affecting creditors' rights generally, including fraudulent preference and conveyance;

(8) interest accruing on the judgment of the Foreign Court will be calculated in accordance with the *Court Order Interest Act* (British Columbia); and

(9) the enforceability or registration in British Columbia of a Foreign Judgment is subject to an order or regulation affecting such judgment; and

(xxiv) subject to the following defences:

(1) the Foreign Judgment was obtained by fraud or in a manner contrary to the principles of natural justice, but the Foreign Judgment would not be contrary to natural justice by reason only that service of process was effected on the agent for service of process appointed by the Company pursuant to the Agreement;

(2) the Foreign Judgment is for a claim which under BC Law would be characterized as based on a foreign revenue, expropriatory, penal or other similar law;

(3) the Foreign Judgment is contrary to Public Policy;

(4) there was a manifest error on the face of the Foreign Judgment; and

(5) the Foreign Judgment has been satisfied or is void or voidable under Foreign Law.

(g) if any Special Warrants are being sold to Purchasers in the United States or to U.S. Persons, the Agent shall have received at the Closing Time an opinion addressed to the Agent, in form and substance satisfactory to counsel to the Agent, acting reasonably, dated as of the Closing Date, from the Company's U.S. legal counsel, to the effect that registration under the U.S. Securities Act is not required in connection with the offer and sale of the Special Warrants in the United States or to U.S. Persons;

(h) the Agent will have received: (i) a certificate of status (or equivalent document) in respect of the Company and the Subsidiary; (ii) satisfactory evidence that the Company is not in default under the Securities Laws of the jurisdictions in which the Company is a reporting issuer; and (iii) a certificate from the Company's registrar and transfer agent dated the Closing Date as to the number of Common Shares issued and outstanding as at the Business Day prior to the Closing Date;

(i) the representations and warranties of the Company contained in this Agreement will be true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) at and as of the Closing Time on the Closing Date, as if such representations and warranties were made at and as of such time and all agreements, covenants and conditions required by this Agreement to be performed, complied with or satisfied by the Company will have been performed, complied with or satisfied prior to that time;

(j) the Agent shall have received from each director and officer of the Company lock-up agreements substantially in the form of Schedule "C" hereto;

(k) the Agent shall, in its sole discretion, acting reasonably, be satisfied with its due diligence review with respect to the business, assets, financial condition, affairs and prospects of the Company;

(l) the Agent will have received such other certificates, opinions, agreements or closing documents in form and substance reasonably satisfactory to the Agent as the Agent may reasonably request prior to the Closing Time;

(m) the Company will have fulfilled to the satisfaction of the Agent all covenants set forth in Section 4 that are required to be satisfied by it on or prior to the Closing Time; and

(n) the Agent will not have terminated its obligations under this Agreement pursuant to Section 11.

11. Rights of Termination.

(a) All terms and conditions set out in this Agreement will be construed as conditions and any material breach or failure by the Company to comply with any such conditions in favour of the Agent will entitle the Agent to terminate and cancel, without any liability on the part of the Agent, all of its obligations under this Agreement and the obligations of any Purchaser to purchase the Special Warrants, by notice in writing to that effect delivered to the Company prior to or at the Closing Time. The Company will use commercially reasonable efforts to cause all conditions in this Agreement over which it has control to be satisfied. It is understood that the Agent may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any subsequent breach or non-compliance; provided, however, that to be binding on the Agent, any such waiver or extension must be in writing and signed by the Agent.

(b) In addition to any other remedies which may be available to the Agent in respect of any default, act or failure to act, non-compliance with the terms of this Agreement by the Company, the Agent will be entitled, at their sole option, to terminate and cancel, without any liability on the part of the Agent, all of their obligations under this Agreement and the obligations of any Purchaser to purchase the Special Warrants, by notice in writing to that effect delivered to the Company prior to or at the Closing Time if:

(i) there will be any material change in the business, affairs, financial condition, prospects, capital or control of the Company and its Subsidiary, taken as a whole, or any change in a material fact or a new material fact, or there should be discovered any previously undisclosed fact (other than facts relating solely to the Agent) which, in each case, in the reasonable opinion of the Agent, has or could be expected to have a significant adverse effect on the market price or value or marketability of the Common Shares, the Special Warrants or any other securities of the Company;

(ii) any inquiry, action, suit, investigation or other proceeding not previously disclosed to the Agent (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality including, without limitation, the CSE or any securities regulatory authority, against the Company or its Subsidiary or any of their respective officers or directors, or any law or regulation is enacted or changed which in the opinion of the Agent, acting reasonably, could operate to prevent or restrict or otherwise seriously and adversely affect the distribution or trading of the Special Warrants or value of the Common Shares, the Special Warrants or any other securities of the Company;

(iii) there should develop, occur or come into effect or existence any event, action, state, accident, condition, terrorist event, or major financial occurrence of national or international consequence or any law or regulation which in the opinion of the Agent seriously adversely affects or involves or could be reasonably expected to seriously adversely affect or involve the Canadian or United States financial markets or the business, operations or affairs of the Company and its Subsidiary taken as a whole or the market price or value of the Special Warrants, Common Shares or other securities of the Company; or

(iv) the Agent determines that the Company is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement is or becomes false which is incapable of being cured.

(c) The rights of termination contained in Section 11 may be exercised by the Agent and are in addition to any other rights or remedies the Agent may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there will be no further liability on the part of the Agent to the Company or on the part of the Company to the Agent except in respect of any liability or obligation which may have arisen or arises after such termination under Sections 1, 2.4, 9, 12, 13, 14 or 15 which Sections will survive the termination of this Agreement.

(d) The Agent will use commercially reasonable efforts to give the notice to the Company as contemplated by Section 11 of the occurrence of any of the events or circumstances referred to therein, provided that neither the giving nor the failure to give such notice will in any way affect the Agent’s entitlement to exercise their rights contained in Section 11 at any time through to the Closing Time.

12. Survival of Representations and Warranties.

The representations, warranties, covenants and indemnities of the Company and the Agent contained in this Agreement will survive the Closing for a period of two years following the Closing Date. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this agreement in any way related to the indemnification of the Agent by the Company, shall survive and continue in full force and effect, indefinitely, subject only to the limitation requirements of applicable law.

13. Indemnity.

In connection with the engagement of the Agent by the Company pursuant to the Agreement, the Company hereby agrees as follows:

(a) To the extent permitted by law, the Company will indemnify the Agent and each of its affiliates, directors, officers, employees and controlling persons (within the meaning of Section 15 of the U.S. Securities Act or Section 20 of the U.S. Exchange

Act) against all losses, claims, damages, expenses and liabilities, as the same are incurred (including the reasonable fees and expenses of counsel), relating to or arising out of its activities hereunder or pursuant to the Agreement, except, with respect to the Agent, to the extent that any losses, claims, damages, expenses or liabilities (or actions in respect thereof) are found in a final judgment (not subject to appeal) by a court of law to have resulted primarily and directly from the Agent's willful misconduct, gross negligence, bad faith or fraud in performing the services described herein, as the case may be.

(b) Promptly after receipt by the Agent of notice of any claim or the commencement of any action or proceeding with respect to which the Agent is entitled to indemnity hereunder, the Agent will notify the Company in writing of such claim or of the commencement of such action or proceeding, and the Company will assume the defense of such action or proceeding and will employ counsel reasonably satisfactory to the Agent and will pay the fees and expenses of such counsel. Notwithstanding the preceding sentence, the Agent will be entitled to employ counsel separate from counsel for the Company and from any other party in such action if counsel for the Agent reasonably determines that it would be inappropriate under the applicable rules of professional responsibility for the same counsel to represent both the Company and the Agent. In such event, the reasonable fees and disbursements of no more than one such separate counsel will be paid by the Company. The Company will have the exclusive right to settle the claim or proceeding provided that the Company will not settle any such claim, action or proceeding without the prior written consent of the Agent, which will not be unreasonably withheld.

(c) The Company agrees to notify the Agent promptly of the assertion against it or any other person of any claim or the commencement of any action or proceeding relating to a transaction contemplated by the Agreement.

(d) If for any reason the foregoing indemnity is unavailable to the Agent or insufficient to hold the Agent harmless, then the Company shall contribute to the amount paid or payable by the Agent, as the case may be, as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand, and the Agent on the other, but also the relative fault of the Company on the one hand and the Agent on the other that resulted in such losses, claims, damages or liabilities, as well as any relevant equitable considerations. The amounts paid or payable by a party in respect of losses, claims, damages and liabilities referred to above shall be deemed to include any legal or other fees and expenses incurred in defending any litigation, proceeding or other action or claim. Notwithstanding the provisions hereof, the Agent's share of the liability hereunder shall not be in excess of the amount of fees actually received, or to be received, by the Agent under the Agreement (excluding any amounts received as reimbursement of expenses incurred by the Agent).

(e) The Indemnification Provisions contained in this Section 13 shall remain in full force and effect whether or not the transaction contemplated by the Agreement is completed and shall survive the termination of the Agreement, and shall be in addition to any liability that the Company might otherwise have to any indemnified party under the Agreement or otherwise.

14. Right of First Refusal.

Upon and contingent upon closing of the Offering, with a minimum of US$2,000,000 raised, the Company shall grant the Agent a right of first refusal for a period of ten (10) months from the Closing Date to act as sole managing underwriter and sole book runner, sole placement agent, or sole sales agent, for any and all future public or private equity, equity-linked, convertible, or debt (excluding commercial bank debt) offerings for which the Company, or any successor to or subsidiary of the Company, retains the services of an underwriter, agent, advisor, finder or other person or entity. The Company shall not offer to retain any entity or person in connection with any such offering on terms more favorable than terms on which it offers to retain the Agent. Such offer shall be made in writing in order to be effective. The Agent shall notify the Company within five (5) business days of its receipt of the written offer contemplated above as to whether or not it agrees to accept such retention. If the Agent should decline such retention, the Company shall have no further obligations to the Agent with respect to the offering for which it has offered to retain the Agent, except as otherwise provided for herein.

15. Tail Provision

If the Offering closes, or if this Agreement is terminated prior to the closing of the Offering (other than for Cause), then if within twelve (12) months following such time, the Company completes any financing of equity, equity-linked, convertible or debt or other capital raising activity with, or receives any proceeds from, any investor who is not an insider and/or existing securityholder of the Company as at June 30, 2026, and who (i) was introduced by the Agent or wall-crossed by Agent during the Engagement Term (as such term is defined in the Engagement Letter), or (ii) participated in the Offering, then the Company will pay the Agent upon the closing of such financing or receipt of such proceeds the compensation set forth in Section 2.4 hereof. For greater certainty, should this Agreement be terminated for Cause, the Company shall not be obligated to pay the Agent the compensation set forth in Section 2.4 hereof.

16. Notices.

Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be delivered to:

if to the Company:

> Redwood AI Corp.
> 1309-7th Street SW
> Calgary, Alberta
> Attention: Louis Dron, Chief Executive Officer
> Email: [redacted – personal information]

and, in respect of any notice given to the Company, with a copy to:

Borden Ladner Gervais LLP
Waterfront Centre
200 Burrard Street
Vancouver, BC V7X 1T2
Attention: Deepak Gill
Email: [redacted – personal information]

if to the Agent:

Maxim Group LLC
300 Park Avenue, 16th Floor
New York, NY 10022
Attention: James Siegal
email: [redacted – personal information]

and, in respect of any notice given to the Agent, with a copy (which will not constitute notice) to:

Cozen O'Connor LLP
40 Temperance Street, Suite 2700
Toronto, ON M5H 0B4
Attention: Alexander Katznelson
email: [redacted – personal information]

or to such other address as any of the parties may designate by notice given to the others.

Each notice will be personally delivered to the addressee or sent by email transmission to the addressee and: (a) a notice which is personally delivered will, if delivered 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 notice which is sent by email transmission will be deemed to be given and received on the first Business Day following the day on which it is confirmed to have been sent.

17. Confidential Information.

For the purposes of this Agreement, "**Confidential Information**" includes financial, operating, technical, and other information and materials concerning the Company, its properties and its direct and indirect subsidiaries, which is furnished to the Agent or to any of its directors, officers, and employees or to the Agent's accounting and legal advisors by the Company or any director, officer, employee, financial or accounting advisor, legal advisor, representative or other agent of the Company.

The term "Confidential Information" does not include information which: (a) becomes generally available to the public other than as a result of a disclosure by the Agent not permitted hereunder; (b) was available to the Agent on a non-confidential basis prior to its disclosure to the Agent by the Company; (c) becomes available to the Agent on a non-confidential basis from a source other than the Company, provided that such source is not, to the knowledge of the Agent, bound by a confidentiality agreement with, or other confidentiality obligation to the Company; or (d) is independently developed by the Agent without reference to any Confidential Information.

The Agent undertakes to keep confidential all Confidential Information received from the Company and shall not disclose such Confidential Information without the prior written approval of the Company except as may be required by law or in connection with legal or regulatory proceedings. If the Agent is requested to disclose Confidential Information as a legal requirement or as part of a legal or regulatory process, the Agent shall provide the Company with prompt notice of such request so that the Company can take whatever action it wishes to take in relation to the request. The Agent undertakes not to use any Confidential Information received from the Company for any other purpose, except as contemplated in this Agreement.

The obligations of the Agent in this Section 17 shall terminate 24 months from the date of the Engagement Letter.

The Company shall keep confidential all advice and opinions provided by the Agent, except as provided herein or as required to be disclosed by applicable law or in connection with legal or regulatory proceedings. If the Company is requested to disclose any such advice or opinions as a legal requirement or as part of a legal or regulatory process, the Company shall provide the Agent with prompt written notice of such request so that the Agent can take whatever action they wish to take in relation to the request.

18. Use of Agent’s Advice.

None of (a) the name of the Agent, (b) the written or verbal advice, opinions or conclusions of the Agent, including, but not limited to, any background or supporting materials or analysis, or (c) any communication, fee or other arrangements with the Agent in connection with the services performed by the Agent pursuant to this Agreement, will be publicly disclosed, reproduced or referred to or provided to any third party by the Company, without the prior written consent of the Agent, in each specific instance, such consent not to be unreasonably withheld. The Agent expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any written or verbal advice or opinions or materials provided by the Agent or any unauthorized reference to the Agent or this engagement. This Agreement and the terms thereof are confidential and may not be publicly disclosed, referred to or provided to any third party by the Company without the prior written consent of the Agent, in each specific instance or unless required by applicable law in which case the Company shall provide the Agent, with prior written notice so that the Agent may seek a protective order, injunction or other appropriate remedy.

19. Publicity.

(a) Neither the Company nor the Agent, shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws. In such event, the party proposing to make the announcement will provide the other party with a reasonable opportunity, in the circumstances, to review a draft of the proposed announcement and to provide comments thereon.

(b) The Company agrees that the Agent may make public their involvement with the Company in the Offering, including the right of the Agent at their own expense to, following completion of the Offering, place advertisements describing their services to the Company, in financial, news or business publications. If requested by the Agent, the Company will include a mutually acceptable reference to the Agent in any press release or other public announcement made by the Company regarding the matters described in this Agreement.

20. Direction of Inquiries.

The Company agrees to direct all enquiries from any person or entity, expressing an interest in participating in the Offering to the Agent.

21. Independent Contractor.

The Company acknowledges that it has retained the Agent solely to assist the Company (and not any other person) with the matters set forth in this Agreement. In rendering their assistance, the Agent will act as an independent contractor, and the Agent owe its duties arising out of this engagement solely to the Company, and to no other person. The Company acknowledges that nothing in this Agreement is intended to create duties to the Company, beyond those expressly provided for in this Agreement, and the Agent and the Company specifically disclaim the creation of any partnership, joint venture, fiduciary, agency or non-contractual relationship between, or the imposition of any partnership, joint venture, fiduciary, agency or non-contractual duties on, either party. Except as set out in Section 13 of this Agreement, nothing in this Agreement is intended to confer upon any other person any rights or remedies under this Agreement or by reason of this Agreement.

The Company acknowledges that the Agent is not acting in any capacity other than as expressly provided for in this Agreement, including as to legal, tax or accounting matters in any jurisdiction, and that the Agent will not provide any legal, tax or accounting advice, either pursuant to this Agreement or otherwise. The Company shall be solely responsible for engaging and instructing such advisors as they deem necessary for purposes of the subject matter of this Agreement and is solely responsible for making its own independent investigation and appraisal of the transaction contemplated under this Agreement, and the Agent shall have no responsibility or liability to the Company with respect to such matters.

22. Compliance with Laws.

The Company and the Agent shall comply with all applicable laws, regulations, rules and policies, whether domestic, foreign, national, federal, provincial, state or otherwise applicable to the Offering.

23. General.

23.1 Time of the Essence. Time will, in all respects, be of the essence hereof.

23.2 Headings. The headings contained herein are for convenience only and will not affect the meaning or interpretation hereof.

23.3 Entire Agreement. This Agreement and the other agreements and documents referred to herein constitute the only agreement between the parties with respect to the subject matter hereof and will supersede any and all prior negotiations and understandings between the parties hereto with respect to the transactions contemplated in this Agreement. This Agreement may be amended or modified in any respect by written instrument only.

23.4 Conflict. The Company acknowledges that the Agent and its affiliates carry on a range of businesses, including providing stockbroking, investment advisory, research, investment management and custodial services to clients and trading in financial products as agent or principal. It is possible that the Agent and other entities in its group that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The Company agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Company's interests under this Agreement.

23.5 No Fiduciary Duty. The Company acknowledges and agrees that: (a) the Agent has not assumed and will not assume a fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby or the process leading thereto and the Agent does not have any obligation to the Company with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agent and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (c) the Agent has not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

23.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

23.7 Successors and Assigns. The terms and provisions of this Agreement will be binding upon and enure to the benefit of the Company, the Agent and the Purchasers and their respective successors and permitted assigns; provided, however, that, except as provided herein, this Agreement will not be assignable by the Company without the prior written consent of the Agent, or by the Agent without the prior written consent of the Company.

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

23.9 Effective Date. This Agreement is intended to and will take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

23.10 Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, which taken together will form one and the same agreement. This

Agreement may be executed by one or more of the parties by facsimile transmitted signature or by e-mail in PDF format and all parties agree that the reproduction of signature by way of facsimile or by e-mail in PDF format will be treated as though such reproductions were executed originals.

23.11 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in such State. Any right to trial by jury with respect to any dispute arising under this Agreement or any transaction or conduct in connection herewith is waived. Any dispute arising under this Agreement may be brought into the courts of the State of New York or into the Federal Court located in New York, New York and, by execution and delivery of this Agreement, the Company hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of aforesaid courts. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof via overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

[Signatures on following page]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agent.

Yours very truly,

MAXIM GROUP LLC

By: *signed "Larry Glassberg"*
Name: Larry Glassberg
Title: Co-Head of Investment Banking

The foregoing is hereby accepted on the terms and conditions therein set forth. DATED as of the date first written above.

REDWOOD AI CORP.

By: *signed "Louis Dron"*
Name: Louis Dron
Title: Chief Executive Officer

I have the authority to bind the Company to this Agreement.

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule "A", the following terms shall have the following meanings:

"**Accredited Investor**" has the meaning ascribed thereto in Rule 501(a) of Regulation D;

"**Compensation Securities**" means the Agent Warrants, and the Agent Warrant Shares;

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

"**Disqualification Event**" has the meaning set forth in Section A.10 below;

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"**General Solicitation or General Advertising**" means "general solicitation or general advertising", as used in Rule 502(c) of Regulation D, including, without limitation, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet, or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

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

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities Act, that is also an Accredited Investor;

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

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

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

"**Securities**" means the Special Warrants, the Units (including any Penalty Units), the Unit Shares, the Warrants, and the Warrant Shares;

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

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

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

"**U.S. Purchaser**" means an original Purchaser of the Special Warrants that is an Accredited Investor or a Qualified Institutional Buyer who (a) is in the United States or a U.S. Person, (b) is purchasing such Special Warrants on behalf of, or for the account or benefit of, any person in the United States or any U.S. Person, (c) receives or received an offer to acquire such Special Warrants while in the United States, or (d) is in the United States at the time such person's buy order was made or the Subscription Agreement pursuant to which such Special Warrants were acquired was executed or delivered; and

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

All other capitalized terms used but not otherwise defined in this Schedule "A" shall have the meanings assigned to them in the Agency Agreement to which this Schedule "A" is attached.

A. Representations, Warranties and Covenants of the Company

The Company represents and warrants to and covenants with the Agent, as at the date hereof and as at the Closing Date, that:

1. It is, and on the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest with respect to any of its equity securities.

2. Except with respect to sales of Securities offered by the Agent (A) in accordance with this Schedule "A" (i) to U.S. Purchasers in reliance upon the exemption from the registration requirements of the U.S. Securities Act available pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2), and (ii) in an Offshore Transaction in reliance upon the exclusion from the registration requirements of the U.S. Securities Act available pursuant to Rule 903 of Regulation S, neither the Company nor any of its affiliates, nor any person acting on any of their behalf (other than the Agent, its affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Securities to, or for the account or benefit of, a person in the United States or a U.S. Person; or (B) any sale of Securities unless, at the time the buy order was or will have been originated, the Purchaser is (i) outside the United States and not a U.S. Person, or (ii) the Company, its

affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States and not a U.S. Person.

3. During the period in which the Securities are offered for sale, none of the Company, its affiliates or any persons acting on any of their behalf (other than the Agent, its affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make any Directed Selling Efforts or has engaged or will engage in any form of General Solicitation or General Advertising or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in the United States with respect to the Securities.

4. The Company is not, and as a result of the sales of the Securities and the application of the proceeds thereof will not be, an "investment company", as defined in the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act.

5. The Company has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning 30 days prior to the start of the Offering and ending 30 days after the completion of the Offering, any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Securities pursuant to this Schedule "A".

6. None of the Company, its affiliates or any person acting on any of their behalf (other than the Agent, its affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has taken or will take any action that would cause the exclusion from registration provided by Rule 903 of Regulation S or the exemption from registration provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to be unavailable with respect to offers and sales of the Securities pursuant to the Agency Agreement including this Schedule "A".

7. Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

8. None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Agent, its affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.

9. The Company will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable U.S. state securities laws in connection with the Offering, including filing a Form D with the SEC.

10. With respect to the Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of the Company, any of its

predecessors, any director, executive officer, other officer of the Company participating in the Offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Agent a copy of any disclosures provided thereunder.

11. The Company is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of Regulation D Securities.

12. None of the Company, its affiliates or any person acting on any of their behalf (other than the Agent, its affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) will (i) take any action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Special Warrants for the Units, the Unit Shares and the Warrants, or (ii) pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of Special Warrants for the Units, the Unit Shares and the Warrants.

13. The Company acknowledges and agrees that the Agent Warrants may not be exercised by the Agent, or on behalf of a U.S. Person or a person in the United States unless an exemption is available from the registration requirements of the U.S. Securities Act and the securities laws of all applicable states and an opinion of counsel to the Company has been furnished to such effect; provided that an opinion of counsel in connection with the Agent's exercise of the Agent Warrants is not required, for its own account or for the account of the original beneficial purchaser, if any, at a time when it and such original beneficial purchaser, if any, are an Accredited Investor; provided, further that if the Agent Warrants or Agent Warrant Shares are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with applicable local laws and regulations, the legend set forth therein may be removed by providing a declaration to the Company and any transfer agent for such Agent Warrants or Agent Warrant Shares, in the form attached as Appendix "C" to the Agent Warrant Certificate; provided further, that, if any of such Agent Warrants or Agent Warrant Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivery to the Company and any transfer agent for such Agent Warrants or Agent Warrant Shares of an opinion of the Company's counsel to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or U.S. state securities laws; provided further that, in any event, the Company will use its commercially reasonable efforts to coordinate with the transfer agent and the Company's counsel, as applicable, to facilitate the removal of any legends on the Agent Warrants or Agent Warrant Shares.

B. Representations, Warranties and Covenants of the Agent

The Agent represents and warrants to and covenant and agree with the Company, as at the date hereof and as at the Closing Date, that:

1. It acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered, sold, pledged or transferred except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. It has offered and will offer the Securities for sale by the Company only (i) in an Offshore Transaction in accordance with Rule 903 of Regulation S, or (ii) to, or for the account or benefit of persons in the United States and U.S. Persons in accordance with Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, and as provided in this Schedule "A". Accordingly, none of the Agent, its affiliates or any persons acting on any of their behalf: (i) have engaged or will engage in any Directed Selling Efforts; or (ii) except as permitted by this Schedule "A", have made or will make (x) any offer to sell, or any solicitation of an offer to buy, Securities to, or for the account or benefit of, a person in the United States or a U.S. Person, or (y) any sale of Securities to any Purchaser unless, at the time the buy order was or is originated, the Purchaser was outside the United States and not a U.S. Person, or the Agent, its affiliates and any person acting on any of their behalf reasonably believed that such Purchaser was outside the United States and not a U.S. Person.

2. All offers by it of Securities for sale by the Company to, or for the account or benefit of, persons in the United States or U.S. Persons have been and will be made in compliance with all applicable United States federal and state broker-dealer requirements and all applicable United States federal securities laws and securities laws of applicable states of the United States. It is, and as of the Closing Date will be, (i) registered as a broker or dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state where offers and sales of Securities have been or will be made (unless exempted from such state's broker-dealer registration requirements), and (ii) a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.

3. All offers, or solicitation of offers to buy the Securities that have been made or will be made by it, were or will be made only (i) to, or for the account or benefit of, persons in the United States or U.S. Persons that are Accredited Investors or Qualified Institutional Buyers in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and exempt from registration under all applicable U.S. state securities laws, and (ii) outside the United States to non-U.S. Persons in Offshore Transactions that are excluded from registration pursuant to Rule 903 of Regulation S.

4. Immediately prior to making offers to, or for the account or benefit of, persons in the United States or U.S. Persons, the Agent, its affiliates and any person acting on any of their behalf had reasonable grounds to believe and did believe that each such offeree was an Accredited Investor or a Qualified Institutional Buyer with respect to which the Agent had a pre-existing business relationship; and at the time of completion of each sale to a U.S. Purchaser, the Agent, its affiliates and any person acting on any of their behalf will have

reasonable grounds to believe and will believe, that each such U.S. Purchaser is an Accredited Investor.

5. Offers of Securities for sale by the Company to, or for the account or benefit of, persons in the United States or U.S. Persons have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. At least one Business Day prior to the Closing Date, it shall provide the Company and its transfer agent with a list of all U.S. Purchasers of the Special Warrants, together with their addresses (including state of residence), the number of Special Warrants purchased and the registration and delivery instructions for the Special Warrants.

7. Prior to any sale by the Company of Special Warrants to U.S. Purchasers identified by the Agent, the Agent shall cause each such U.S. Purchaser to execute and deliver to the Company and the Agent, duly completed and executed Subscription Agreements from such U.S. Purchasers (as applicable).

8. All offerees of the Securities that are, or are acting for the account or benefit of, persons in the United States or U.S. Persons shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and are being offered and sold to such persons in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws.

9. The Agent understands that all Securities issued to U.S. Purchasers that are Accredited Investors in the Offering will be issued in definitive physical form or as a DRS statement and, except in the case of Securities issued to Qualified Institutional Buyers, will bear a United States restrictive legend substantially in the form set forth in Schedule "D" to the Subscription Agreement.

10. None of the Agent, its affiliates or any person acting on any of their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.

11. With respect to Regulation D Securities, none of (i) the Agent, (ii) the Agent's general partners or managing members, (iii) any of the Agent's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agent's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons, that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any Disqualification Event except for a Disqualification Event (i) contemplated by Rule 506(d)(2) or (d)(3) of Regulation D and (ii) a description of which has been furnished in writing to the Company prior to the date hereof or, in the

case of a Disqualification Event occurring after the date hereof, prior to the date of any sale of the Regulation D Securities. It will notify the Company in writing, prior to the Closing Date, of: (a) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Company hereunder, and (b) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person. As of the Closing Date, the Agent is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Regulation D Securities. It will notify the Company, prior to the Closing Date of any agreement entered into between it and any such person in connection with such sale.

12. None of the Agent, its affiliates or any person acting on any of their behalf will (i) take any action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Special Warrants for the Units, the Unit Shares and the Warrants, or (ii) receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of Special Warrants for the Units, the Unit Shares and the Warrants.

13. The Agent is an Accredited Investor and is acquiring the Compensation Securities for investment purposes only and not with a view to any resale, distribution or other disposition of any of the Compensation Securities in violation of United States federal or state securities laws. The Agent acknowledges that the Compensation Securities have not been and will not be registered under the U.S. Securities Act, or any U.S. state securities laws, and are being offered by the Company to the Agent in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws. Accordingly, the Compensation Securities will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and therefore may not be offered or sold by it without registration under United States federal and state securities laws, except (A) to the Company, (B) outside the United States in compliance with Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations, (C) in a transaction that complies with Rule 144 or Rule 144A under the U.S. Securities Act, in each case if available, or (D) in a transaction otherwise exempt from registration under the U.S. Securities Act and, in any event, in compliance with any applicable state securities laws of the United States.

14. The Agent acknowledges and agrees that the Agent Warrants may not be exercised by the Agent, or on behalf of a U.S. Person or a person in the United States unless an exemption is available from the registration requirements of the U.S. Securities Act and the securities laws of all applicable states and an opinion of counsel to the Company has been furnished to such effect; provided that an opinion of counsel in connection with the Agent's exercise of the Agent Warrants is not required, for its own account or for the account of the original beneficial purchaser, if any, at a time when it and such original beneficial purchaser, if any, are an Accredited Investor; provided, further that if the Agent Warrants or Agent Warrant Shares are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with applicable local laws and regulations, the legend set forth therein may be removed by providing a declaration to the Company and any transfer agent for such Agent Warrants or Agent Warrant Shares, in the form

attached as Appendix "C" to the Agent Warrant Certificate; provided further, that, if any of such Agent Warrants or Agent Warrant Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivery to the Company and any transfer agent for such Agent Warrants or Agent Warrant Shares of an opinion of the Company's counsel to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or U.S. state securities laws; provided further that, in any event, the Company will use its commercially reasonable efforts to coordinate with the transfer agent and the Company's counsel, as applicable, to facilitate the removal of any legends on the Agent Warrants or Agent Warrant Shares.

SCHEDULE "B"

SUBSIDIARIES

Name	Jurisdiction of Formation	Beneficial Equity/ Voting Ownership
Redwood AI Operations Inc.	British Columbia	100% owned by Redwood AI Corp.

SCHEDULE "C"

FORM OF LOCK-UP AGREEMENT

July 16, 2026

Maxim Group LLC
300 Park Avenue, 16th Floor
New York, NY 10022

Re: Agency Agreement, dated as of July 16, 2026 (the "**Agency Agreement**"), between Redwood AI Corp. (the "**Company**") and Maxim Group LLC (the "**Agent**")

Ladies and Gentlemen:

This lock-up agreement (this "**Lock-Up Agreement**") relates to the offering by the Company of the Special Warrants and is entered into pursuant to the Agency Agreement. Defined terms not otherwise defined in this Lock-Up Agreement shall have the meanings set forth in the Agency Agreement. Pursuant to Section 10.1(j) of the Agency Agreement and in satisfaction of a condition of the Company's obligations under the Agency Agreement, the undersigned irrevocably agrees with the Company that, from the date hereof until the date that is 45 days from the date that the Special Warrants automatically convert into Units (such period, the "**Restriction Period**"), the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), with respect to, any Common Shares of the Company or securities convertible, exchangeable or exercisable into, Common Shares of the Company beneficially owned, held or hereafter acquired by the undersigned (the "**Securities**"). Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. Notwithstanding the restrictions set out above, the undersigned may undertake a transfer of Securities with the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed, provided that the Company receives a signed lock-up agreement (in the form substantially similar to this Lock-Up Agreement) for such transferred Securities for the balance of the Restriction Period from the transferee.

Notwithstanding the foregoing, the undersigned may transfer the undersigned's Securities in accordance with any of the following:

i) as a *bona fide* gift or gifts;

ii) to any immediate family member or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this

Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);

iii) to any corporation, partnership, limited liability company, or other business entity all of the equity holders of which consist of the undersigned and/or the immediate family of the undersigned;

iv) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity (a) to another corporation, partnership, limited liability company, trust or other business entity that is an Affiliate of the undersigned or (b) in the form of a distribution to limited partners, limited liability company members or shareholders of the undersigned;

v) if the undersigned is a trust, to the beneficiary of such trust;

vi) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned; or

vii) if the Securities were purchased in an open market transaction after the Closing Date,

provided that, (A) except with respect to clauses (i), (ii) and (iii), such transfer shall not involve a disposition for value, and (B) except with respect to clause (vii), the Company receives a signed lock-up agreement (in the form substantially similar to this Lock-Up Agreement) for such transferred Securities for the balance of the Restriction Period from each donee, trustee, distributee, or transferee, as the case may be, prior to such transfer.

In addition, notwithstanding the foregoing, this Lock-Up Agreement shall not restrict the delivery of Common Shares to the undersigned upon (i) the exercise of any options or awards granted under any employee benefit plan or equity compensation plan of the Company; provided that any Common Shares or Securities acquired in connection with any such exercise will be subject to the restrictions set forth in this Lock-Up Agreement, or (ii) the exercise of warrants; provided that such Common Shares delivered to the undersigned in connection with such exercise are subject to the restrictions set forth in this Lock-Up Agreement, (iii) the automatic exercise of the Special Warrants on the Automatic Exercise Date; provided that such Common Shares delivered to the undersigned in connection with such exercise are subject to the restrictions set forth in this Lock-Up Agreement, or (iv) a bona fide third-party tender offer, merger, consolidation, arrangement or other similar transaction, that is approved by the board of directors of the Company and made to all holders of the Common Shares, involving a change of control of the Company, provided, that, in the event that such tender offer, merger, consolidation, arrangement or other such transaction is not completed, the Securities held by the undersigned shall remain subject to the provisions of this Lock-Up Agreement.

The undersigned acknowledges that the execution, delivery and performance of this Lock-Up Agreement is a material inducement to the Agent to complete the transactions contemplated by the Agency Agreement and the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Lock-Up Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Agency Agreement.

This Lock-Up Agreement may not be amended or otherwise modified in any respect without the written consent of each of the Company and the undersigned. This Lock-Up Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this Lock-Up Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the undersigned at the address specified by the undersigned on the signature page to this Lock-Up Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The undersigned agrees and understands that this Lock-Up Agreement does not intend to create any relationship between the undersigned and the Agent and that no issuance or sale of the Securities is created or intended by virtue of this Lock-Up Agreement.

This Lock-Up Agreement shall be binding on successors and assigns of the undersigned with respect to the Securities and any such successor or assign shall enter into a similar agreement for the benefit of the Agent.

*** SIGNATURE PAGE FOLLOWS***

DATED as of the date first written above.

This Lock-Up Agreement may be executed in two or more counterparts, all of which when taken together may be considered one and the same agreement.

____
Signature

____
Print Name

____
Position in Company, if any

Address for Notice:

____

____

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