UNDERWRITING AGREEMENT

December 15, 2020

Skylight Health Group Inc.
5045 Orbitor Dr. Building #11, Suite 4300
Mississauga, ON L4W 4Y4

Attention: Prad Sekar, Chief Executive Officer

Dear Sir:

Upon and subject to the terms and conditions set forth in this underwriting agreement (this "**Agreement**"), the undersigned, Echelon Wealth Partners Inc. ("**Echelon**"), as sole bookrunner, together with Beacon Securities Limited ("**Beacon**") and PI Financial Corp. ("**PI**" and together with Echelon and Beacon, the "**Lead Underwriters**"), as co-lead underwriters, along with, Mackie Research Capital Corp., Canaccord Genuity Corp. and Raymond James Ltd. (collectively with the Lead Underwriters, the "**Underwriters**") hereby severally (and not jointly nor jointly and severally) offer to purchase for resale, on a "bought deal" basis, from Skylight Health Group Inc. (the "**Company**") in the respective percentages set out in Section 18 hereof, and the Company hereby agrees to sell to the Underwriters at the Closing Time (as hereinafter defined), an aggregate of 12,000,000 common shares in the capital of the Company (the "**Shares**") at a price of $1.00 per Share (the "**Purchase Price**") for aggregate gross proceeds of $12,000,000 (the "**Offering**").

In addition, by acceptance of this Agreement, the Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase at the Option Closing Time (as defined herein) on the basis set forth below, in whole or in part and from time to time, up to 1,800,000 additional Shares (the "**Option Shares**", and collectively with the Shares, the "**Offered Shares**"), at a purchase price per Option Share equal to the Purchase Price, to cover over-allotments, if any, and for market stabilization purposes. The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by the Underwriters at the discretion of the Underwriters. If the Underwriters elect to exercise all or any portion of the Over-Allotment Option from time to time, Echelon (on behalf of the Underwriters) shall provide written notice (the "**Exercise Notice**") to the Company not later than the two Business Days (as defined herein) prior to the Option Closing Date (as defined herein) specifying the aggregate number of Option Shares to be purchased by the Underwriters and the date on which such Option Shares are to be purchased (an "**Option Closing Date**") and the Company shall be obligated to issue and sell such number of Option Shares on such Option Closing Date. Such date may be the same as the Closing Date but not earlier than the Closing Date nor later than 30 days following the Closing Date. The Shares, the Option Shares, the Compensation Options (as defined herein) and Compensation Shares (as defined herein) are collectively referred to herein as the "**Offered Securities**". Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to the "Offering" shall be deemed to include the Over-Allotment Option.

In connection with the Offering, the Company will provide the Underwriters a list of eligible purchasers known to the Company on a "President's List" for the Offering, subject to the mutual agreement of the Underwriters (the "**President's List**"), for distribution to such purchasers of up to 4,000,000 Shares.

In consideration of the Underwriters' agreement to purchase the Shares and in consideration of the services to be rendered by the Underwriters in connection with the Offering, the Company agrees to: (a)

pay to the Underwriters at or prior to: (i) the Closing Time (as defined herein) on the Closing Date an aggregate cash fee equal to: (A) 6.0% of the gross proceeds from the sale of the Shares to purchasers not included on the President's List; and (B) 2.0% of the gross proceeds from the sale of the Shares to purchasers included on the President's List; and (ii) at each Option Closing Time on the relevant Option Closing Date an aggregate cash fee equal to 6.0% of the gross proceeds from the sale of the Option Shares ((a)(i) and (ii) collectively referred to as, the "**Underwriters' Fees**") and the Underwriters' Fees shall be fully earned by the Underwriters at such time or times; and (b) issue to the Underwriters at or prior to: (i) the Closing Time such number of compensation options (the "**Compensation Options**") as is equal to: (A) 6.0% of the number of Shares sold to purchasers not included on the President's List; and (B) 4.0% of the number of Shares sold to purchasers included on the President's List; and (ii) at each Option Closing Time on the relevant Option Closing Date such number of Compensation Options as is equal to 6.0% of the number of Option Shares sold on such Option Closing Date. Each Compensation Option shall entitle the holder thereof to acquire one Share (a "**Compensation Share**") at an exercise price equal to the Purchase Price at any time prior to 5:00pm (Toronto time) on the date that is 24 months from the Closing Date. The Compensation Options will be evidenced by certificates (the "**Compensation Option Certificates**").

The Company understands that the Underwriters intend to make a public offering of the Offered Shares in the Qualifying Jurisdictions (as defined herein) pursuant to the Prospectus (as defined herein). In addition, the Company and the Underwriters further agree that any sales or purchases of the Offered Shares in the United States or to U.S. persons (as such term is defined in Regulation S of the 1933 Act (as defined herein)) shall be completed on a private placement basis pursuant to the exemptions from the registration requirements of 1933 Act provided by Rule 144A (as defined herein) thereunder and similar exemptions under applicable U.S. state securities laws, and outside the United States to non-U.S. persons pursuant to Rule 903 of Regulation S under the 1933 Act. All offers and sales of the Offered Shares in the United States or to U.S. persons: (i) will be made in accordance with Schedule "B" attached hereto (which schedule is incorporated into and forms part of this Agreement) and in accordance with the U.S. Offering Memorandum (as defined herein); (ii) will be conducted in such a manner so as not to require registration thereof or the filing of a prospectus or an offering memorandum with respect thereto under the 1933 Act; and (iii) will be conducted through a U.S. Affiliate (as defined herein) and in compliance with United States Securities Laws (as defined herein). The Underwriters may also offer the Offered Shares, in such other jurisdictions as agreed to by the Underwriters and the Company, in accordance with applicable laws (provided that no prospectus or similar document is required to be filed in any such country and the Company is not otherwise made subject to any ongoing compliance with any law or other regulation or rule).

The Company agrees that the Underwriters will be permitted to appoint, at the sole cost and expense of the Underwriters, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as their agents to assist in the Offering, and that the Underwriters may determine the remuneration payable to such other dealers appointed by them; provided that, for certainty, the Company shall not have any liability for any such remuneration.

The following are the terms and conditions of this Agreement between the Company and the Underwriters.

SECTION 1
DEFINITIONS

In addition to the terms defined above, in this Agreement:

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

"**affiliate**" has the meaning given to it in the *Securities Act* (Ontario);

"**Agreement**" has the meaning given to it on the first page hereof;

"**Applicable Anti-Money Laundering Laws**" has the meaning given to it in Section 8.1(mmm);

"**Applicable Healthcare Laws**" has the meaning given to it in Section 8.1(m);

"**Audited Financial Statements**" means the audited financial statements of the Company for the fiscal years of the Company ended December 31, 2019 and 2018, and the notes thereto and the auditors' report thereon;

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Toronto, Ontario;

"**Canadian Securities Laws**" means, collectively, all applicable securities laws in each of the Qualifying Jurisdictions including the respective rules and regulations made thereunder together with applicable published national, multilateral and local instruments, policy statements, notices, blanket rulings and orders of the Securities Commissions, all discretionary rulings and orders, if any, of the Securities Commissions and all rules, by-laws and regulations governing the Exchange, all as the same are in effect at the date hereof and as amended, supplemented or replaced from time to time during the period of Distribution of the Offered Securities;

"**CDS**" has the meaning given to it in Section 12.2(a) of this Agreement;

"**Claims**" has the meaning given to it in Section 14.1 of this Agreement;

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

"**Closing Date**" means December 30, 2020 or such other date as the Company and Echelon (on behalf of the Underwriters) may mutually agree upon in writing, but in any event not later than 42 days after the date of the Final Receipt;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and Echelon (on behalf of the Underwriters) may mutually agree upon in writing;

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

"**Communication"** has the meaning given to that term in Section 19.1 of this Agreement;

"**Company**" has the meaning given to it on the first page hereof;

"**Compensation Option Certificates**" has the meaning given to it on the second page hereof;

"**Compensation Options**" has the meaning given to it on the second page hereof;

"**Compensation Share**" has the meaning given to it on the second page hereof;

"**Condition of the Company**" means the business, affairs, operations, assets, properties, prospects (as described in the Offering Documents), liabilities (contingent or otherwise), capital, earnings and financial condition of the Company and the Subsidiaries, taken as a whole;

"**Contaminant**" means any pollutants, hazardous wastes, Hazardous Materials or contaminants or any other matter (including any of the foregoing), which is defined or described as such pursuant to any such applicable Environmental Laws;

"**COVID-19 Outbreak**" means the COVID-19 novel coronavirus disease outbreak;

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

"**DEA**" has the meaning given to it in Section 8.1(l) of this Agreement;

"**Disclosure Record**" means the Company's prospectuses, annual reports, annual and interim financial statements, annual information forms, business acquisition reports, management discussion and analysis of financial condition and results of operations, information circulars, material change reports, press releases and all other information or documents required to be filed or furnished by the Company under Canadian Securities Laws which have been publicly filed on the System for Electronic Document Analysis and Retrieval;

"**Distribution**" means "**distribution**" or "**distribution to the public**" as those terms are defined in Canadian Securities Laws;

"**Documents Incorporated by Reference**" means the documents specified in the Preliminary Prospectus, Final Prospectus or any Supplementary Material, as the case may be, as being incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Canadian Securities Laws;

"**Eligible Issuer**" means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to be qualified to offer securities by way of a short form prospectus under Canadian Securities Laws;

"**Employee Plans**" means each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Company or the Subsidiaries for the benefit of any officer or director of the Company or the Subsidiaries;

"**Environmental Activity**" means any past or present activity in respect of a Hazardous Material including the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater;

"**Environmental Laws**" means all applicable Laws currently in existence in Canada and other jurisdictions (whether federal, provincial, state or municipal) relating to the protection and preservation of the environment, occupational health and safety or Contaminants;

"**Exchange**" means the CSE, or such other or such other recognized stock exchange or quotation system on which the Common Shares are listed for trading;

"**Exercise Notice**" has the meaning given to that term on the first page hereof;

"**FDA**" has the meaning given to it in Section 8.1(l) of this Agreement;

"**Final Prospectus**" means the (final) short form prospectus of the Company to be prepared in connection with the Distribution in the Qualifying Jurisdictions of the Offered Securities under Canadian Securities Laws, including all of the Documents Incorporated by Reference;

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

"**Financial Statements**" means, collectively, (a) the Audited Financial Statements; and (b) the Unaudited Financial Statements;

"**Governmental Authority**" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, bureau or agency, domestic or foreign; (b) any subdivision, agency, commission, board, or authority of any of the foregoing; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority; and (d) any court, tribunal or arbitral body, domestic or foreign; and, for greater certainty, includes the Securities Commissions, the SEC, the Exchange, Health Canada, the HHS, FDA and the DEA;

"**Government Health Care Programs**" has the meaning given to it in Section 8.1(p) of this Agreement;

"**Governmental Licences**" has the meaning given to that term in Section 8.1(l) of this Agreement;

"**Hazardous Materials**" means chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum and petroleum products;

"**HHS**" has the meaning given to it in Section 8.1(l) of this Agreement;

"**HIPAA**" has the meaning given to it in Section 8.1(yy) of this Agreement;

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

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

"**Indemnified Party**" has the meaning given to that term in Section 14.1 of this Agreement;

"**Indemnitor**" has the meaning given to that term in Section 14.1 of this Agreement;

"**Intellectual Property**" means all of the following which is currently owned by or licensed for use to the Company or the Subsidiaries: (a) all trade or brand names, business names, trademarks, service marks, copyrights to any original works of authorship, patents, licences, industrial designs, and other industrial or intellectual property of any nature in any form whatsoever recognized in any jurisdiction throughout the

world; and (b) inventions, discoveries, developments, concepts, ideas, improvements, processes and methods, know-how, trade secrets, confidential information, systems, procedures, computer software, designs whether or not patentable or registrable, anywhere in the world;

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

"**Leased Premises**" means the premises which the Company and/or any of the Subsidiaries occupies as tenant;

"**Lock-Up Agreement**" means the lock-up agreement substantially in the form set forth in Schedule "A" hereto;

"**Losses**" has the meaning given to it in Section 14.1 of this Agreement;

"**Marketing Material**" means the term sheet of the Company for the Offering, dated December 11, 2020;

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

"**Material Subsidiaries**" means MVC Technologies Inc. and MVC Technologies USA Inc., and "**Material Subsidiary**" means any one of them;

"**misrepresentation**", "**material fact**" and "**material change**" mean a misrepresentation, material fact and material change, respectively each as defined under the Canadian Securities Laws of each Qualifying Jurisdiction and, if not so defined or in circumstances in which the particular Canadian Securities Laws of a particular Qualifying Jurisdiction are not applicable, mean a misrepresentation, material fact and material change, respectively, each as defined under the *Securities Act* (Ontario);

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

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

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

"**Offered Securities**" has the meaning given to that term on the second page hereof;

"**Offered Shares**" has the meaning given to that term on the second page hereof;

"**Offering**" means the offering of the Offered Shares pursuant to and in accordance with this Agreement and the Offering Documents;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Final Prospectus, the U.S. Offering Memorandum and the Supplementary Material;

"**OIG**" has the meaning given to it in Section 8.1(r) of this Agreement;

"**Option Closing Date**" has the meaning given to that term on the first page hereof;

"**Option Closing Time**" means 8:00 a.m. (Toronto time) on any Option Closing Date or such other time on any Option Closing Date as the Company and the Underwriters may agree;

"**Option Shares**" has the meaning given to that term on the first page hereof;

"**Over-Allotment Option**" has the meaning given to that term on the first page hereof;

"**Passport System**" means the passport system procedures provided for under National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**person**" shall be broadly interpreted and shall include an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;

"**Personally Identifiable Information**" means any information that alone or in combination with other information held by the Company or the Subsidiaries can be used to specifically identify a person including but not limited to a natural person's name, street address, telephone number, e-mail address, photograph, social insurance number, driver's license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as "Personally Identifiable Information" under any applicable Laws;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Company dated the date hereof relating to the Distribution in the Qualifying Jurisdictions of the Offered Securities under Canadian Securities Laws, including all of the Documents Incorporated by Reference;

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

"**President's List**" has the meaning given to it on the first page hereof;

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

"**Principal Shareholder**" means any person who beneficially owns, controls or exercises control over that number of Common Shares that is greater than or equal to 10% of the issued and outstanding Common Shares as of the Closing Date;

"**Proceedings**" means any action, suit or proceeding before or by any Governmental Authority that is in process, pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary and/or any of their respective properties or assets;

"**Prospectus**" or "**Prospectuses**" means, collectively, the Preliminary Prospectus and the Final Prospectus;

"**Purchase Price**" has the meaning given to that term on the first page hereof;

"**Qualifying Jurisdictions**" means the provinces of Alberta, British Columbia, Manitoba and Ontario;

"**Regulatory Authority**" means the Governmental Authority authorized under applicable Laws to protect and promote public health through regulation and supervision of medical products, including, without limitation, Health Canada, the HHS, FDA and the DEA and similar regulatory agencies having jurisdiction over the Company, the Subsidiaries or their activities;

"**Rule 144A**" means Rule 144A adopted by the SEC under the 1933 Act;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Securities Commissions**" means, collectively, the securities commissions or other securities regulatory authorities in each of the Qualifying Jurisdictions;

"**Selling Firm**" has the meaning given to that term in Section 9.1 of this Agreement;

"**Shares**" has the meaning given to it on the first page hereof;

"**Software**" means any computer program, operating system, application, system, firmware or software of any nature, whether operational, active, under development or design, non-operational or inactive, including all object code, source code owned by, licensed to or used by the Company or the Subsidiaries.

"**Subsidiaries**" means the Material Subsidiaries and each of MVC Technologies PC NJ Inc., MVC Technologies PC Colorado Inc., Michael R. Jackson, M.D., P.S. and Maverick Country Medical Family Center, P.A. and "**Subsidiary**" means any one of them;

"**subsidiaries**" has the meaning given to it in section 1(4) of the *Securities Act* (Ontario);

"**Supplementary Material**" means, collectively, any amendment to or amendment and restatement of the Preliminary Prospectus and/or the Final 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 Canadian Securities Laws relating to the Distribution of the Offered Securities thereunder;

"**Unaudited Financial Statements**" means the unaudited condensed interim consolidated financial statements of the Company for the three and nine months ended September 30, 2020, together with the notes thereto;

"**U.S. Affiliate**" means the U.S. registered broker-dealer affiliate of an Underwriter;

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

"**U.S. Offering Memorandum**" means the U.S. private placement memorandum (which shall include the Prospectus), and any amendment, restatement or supplement thereto used to make offers and sales of the Offered Shares in the United States;

"**Underwriters**" has the meaning given to that term on the first page hereof;

"**Underwriters' Fees**" has the meaning given to that term on the second page hereof;

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

"**United States Securities Laws**" means all applicable securities legislation in the United States, including without limitation, the 1933 Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, including the rules and policies of the SEC and any applicable U.S. state securities laws.

Other

(a) Any reference in this Agreement to a Section shall refer to a section of this Agreement.

(b) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and/or pronoun.

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

(d) The following are the schedules to this Agreement, which schedules (including the representations, warranties and covenants set out therein) are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" - Form of Lock-Up Agreement

Schedule "B" – United States Offers and Sales

(e) Where any representation or warranty contained in this Agreement or any ancillary document hereto is expressly qualified by reference to the "knowledge" of the Company, or where any other reference is made herein or in to the "knowledge" of the Company, it shall be deemed to refer to the actual knowledge of (i) Prad Sekar, Chief Executive Officer, (ii) Kash Qureshi, President and Chief Technology Officer, (iii) Carmelo Marrelli, Chief Financial Officer, and (iv) Dan Thompson, Chief Corporate Officer, after having made reasonable due enquiry of appropriate and relevant persons and documentation (which for certainty shall exclude any due diligence reports or materials prepared by the Underwriters or their counsel).

SECTION 2
QUALIFICATION OF THE OFFERED SECURITIES

Each purchaser who is resident in a Qualifying Jurisdiction shall purchase the Offered Shares pursuant to the Prospectus. Each other purchaser not resident in a Qualifying Jurisdiction, or located outside of a Qualifying Jurisdiction, shall purchase Offered Shares, which have been qualified by the Prospectus in Canada, only on a private placement basis under the applicable securities laws of the jurisdiction in which the purchaser is resident or located, in accordance with such procedures as the Company and the Underwriters may mutually agree, acting reasonably, in order to fully comply with applicable Laws and the terms of this Agreement. For greater certainty, the Underwriters acknowledge and agree that the Prospectus will not qualify the distribution of any Offered Shares in the United States to, or for the account or benefit of, U.S. persons, and any such Offered Shares will only be offered and sold in accordance with Schedule "B" hereto. The Company hereby agrees to comply with all Canadian

Securities Laws on a timely basis in connection with the distribution of the Offered Securities and the Company shall execute and file with the Securities Commissions all forms, notices and certificates relating to the Offering required to be filed pursuant to Canadian Securities Laws within the time required, and in the form prescribed, by Canadian Securities Laws. The Company also agrees to file within the periods stipulated under applicable Laws outside of Canada and at the Company's expense all private placement forms required to be filed by the Company in connection with the Offering and pay all filing fees required to be paid in connection therewith so that the distribution of the Offered Securities outside of Canada may lawfully occur without the necessity of filing a prospectus or any similar document under the applicable Laws outside of Canada. The Underwriters agree to offer the Offered Shares for sale only in the Qualifying Jurisdictions and to offer the Shares and Option Shares to purchasers that are, or are acting for the account or benefit of, persons in such jurisdictions outside of the Qualifying Jurisdictions where permitted by and in accordance with Canadian Securities Laws, and the applicable securities laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Company will not be subject to any continuous disclosure requirements in such jurisdiction.

2.1 The Company shall:

(a) not later than 1:00 p.m. (Toronto time) on December 15, 2020 have prepared and filed the Preliminary Prospectus and other required documents with the Securities Commissions under the Canadian Securities Laws, elected to use the Passport System and designated the Principal Regulator as the principal regulator thereunder;

(b) as soon as possible after filing the Preliminary Prospectus, obtain a Preliminary Receipt from the Principal Regulator under the Passport System which shall also evidence that a receipt has been issued or is deemed to have been issued for the Preliminary Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions; and

(c) use best efforts to promptly resolve any comments with respect to the Preliminary Prospectus and, not later than 1:00 p.m. (Toronto time) on December 22, 2020 (or such later date as may be agreed to in writing by the Company and the Lead Underwriters (on behalf of the Underwriters)), to have prepared and filed the Final Prospectus and other required documents with the Securities Commissions under Canadian Securities Laws, elected to use the Passport System and designated the Principal Regulator as the principal regulator thereunder, and to obtain a Final Receipt from the Principal Regulator under the Passport System which shall also evidence that a receipt has been issued or is deemed to have been issued for the Final Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions and otherwise have fulfilled all legal requirements to qualify the Offered Securities for Distribution to the public in the Qualifying Jurisdictions through the Underwriters or any other registered dealers in the applicable Qualifying Jurisdictions.

2.2 During the period of Distribution of the Offered Securities, the Company will promptly take, or cause to be taken, any additional steps and proceedings that may from time to time be required under the Canadian Securities Laws or requested by the Underwriters, acting reasonably, to continue to qualify the Distribution of the Offered Securities.

2.3 Prior to the filing of the Preliminary Prospectus and the Final Prospectus and thereafter, during the period of Distribution of the Offered Securities, including prior to the filing of any Supplementary Material, the Company shall allow the Underwriters to review and comment on such documents and shall allow the Underwriters to conduct all due diligence investigations (including through the conduct of oral due diligence sessions to be held prior to filing of each of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material ("**Due Diligence Sessions**") at which management of the Company, the chair of the Company's audit committee, its auditors, legal counsel and other applicable experts) which they may reasonably require in order to fulfill their obligations as underwriters in order to enable them to execute any certificates required to be executed by them at the end of the Preliminary Prospectus, the Final Prospectus or any Supplementary Materials. Without limiting the scope of the due diligence inquiry the Underwriters (or their counsel) may conduct, the Company shall use its best efforts to make available its directors, senior management, auditors and legal counsel to answer any questions which the Underwriters may have and to participate in one or more Due Diligence Sessions. All information requested by the Underwriters and their counsel in connection with the due diligence investigations of the Underwriters will be used only in connection with the Offering.

SECTION 3
DOCUMENTS TO BE DELIVERED

3.1 The Company shall deliver to the Underwriters (except to the extent any such document has been previously delivered to the Underwriters):

(a) concurrently with the filing of each of the Preliminary Prospectus and the Final Prospectus, as the case may be, a copy of each of the Preliminary Prospectus and Final Prospectus, as the case may be, signed as required by Canadian Securities Laws;

(b) at or prior to the filing of the Preliminary Prospectus, a copy of the U.S. Offering Memorandum, and, as soon as they are available, any supplements or amendments to the U.S. Offering Memorandum;

(c) a copy of all such documents and certificates that were filed with the Preliminary Prospectus and the Final Prospectus under Canadian Securities Laws;

(d) concurrent with the filing of the Final Prospectus with the Securities Commission, a comfort letter of the Company's auditors, Grant Thornton LLP, addressed to the Underwriters and to the board of directors of the Company, in form and substance satisfactory to the Underwriters and their counsel, verifying the financial and accounting information relating to the Company and other numerical data of a financial nature contained in or incorporated by reference in the Final Prospectus, which comfort letter shall be based on a review by the auditors having a cut-off date of not more than two Business Days prior to the date of the letter and shall be in addition to the auditors' reports contained in the Final Prospectus and any auditors' comfort letter addressed to the Securities Commissions;

(e) prior to filing of the Final Prospectus with the Securities Commission, a copy of a letter from the Exchange advising the Company that conditional approval of the listing of the Offered Shares and Compensation Shares has been granted by the Exchange, subject to the satisfaction of certain usual and customary conditions set out therein; and

(f) copies of all other documents resulting or related to the Company taking all other steps and proceedings that may be necessary in order to qualify the Offered Securities for Distribution in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the Offered Securities under Canadian Securities Laws and who comply with such Canadian Securities Laws.

SECTION 4
SUPPLEMENTARY MATERIAL

4.1 If applicable, the Company shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material. Subject to compliance with Section 7, the Company shall promptly deliver to the Underwriters duly signed copies of all Supplementary Material, and any other document required to be filed under Section 7.2. The Supplementary Material shall be in form and substance satisfactory to the Underwriters, acting reasonably. Concurrently with the delivery of any Supplementary Material, the Company shall deliver to the Underwriters with respect to such Supplementary Material, letters, opinions and documents similar to those referred to in Section 3, which shall be in form and substance acceptable to the Underwriters and their counsel, acting reasonably.

SECTION 5
DELIVERY CONSTITUTES REPRESENTATION AND CONSENT

5.1 Delivery of an Offering Document to the Underwriters shall constitute a representation and warranty by the Company to the Underwriters that, at the time of delivery thereof, all information and statements (except information and statements relating solely to the Underwriters and furnished to the Company in writing by the Underwriters for use therein) contained in such Offering Documents are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Securities and that no material fact or information has been omitted therefrom (except facts or information relating solely to the Underwriters) which is required to be stated therein or is necessary to make any statement or information contained therein not false or misleading in light of the circumstances in which it was made; and that the Prospectus, U.S. Offering Memorandum and any Supplementary Material comply in all material respects with Canadian Securities Laws and United States Securities Laws, as applicable. Such delivery shall also constitute the Company's consent to the use of the Prospectus, U.S. Offering Memorandum and any Supplementary Material by the Underwriters and the Selling Firms for the Distribution of the Offered Securities in compliance with the provisions of this Agreement.

5.2 Each of the Company and the Underwriters have approved the Marketing Material, including any template version thereof. The Company has filed the Marketing Material with the Securities Commissions before such Marketing Material was first provided to potential purchasers of Offered Shares and the Company and the Underwriters have agreed that such Marketing Material will be incorporated by reference into the Preliminary Prospectus and the Final Prospectus. The Company confirms to the Underwriters that it has filed the Marketing Material with the Securities Commissions. Each of the Company and the Underwriters covenant and agree that it will not provide any potential investor of Offered Shares with any marketing materials except for the Marketing Material and any other marketing materials that comply with, and have been approved in accordance with, NI 41-101 or NI 44-101, as applicable. If requested by the Underwriters, in addition to the Marketing Material, the Company will cooperate, acting reasonably, with the Underwriters in approving any other marketing materials to be used in connection with the Offered Shares.

SECTION 6
COMMERCIAL COPIES

6.1 The Company shall cause to be delivered to the Underwriters, without charge, at those delivery points as the Underwriters may reasonably request as soon as possible and in any event no later than 12:00 p.m. (Toronto time) on: (a) the second Business Day following the day on which the Company has obtained the Preliminary Receipt for the Preliminary Prospectus; and (b) the next Business Day following the day on which the Company has obtained the Final Receipt for the Final Prospectus, and thereafter from time to time during the Distribution of the Offered Securities, as many commercial copies of the Offering Documents as the Underwriters may reasonably request.

SECTION 7
MATERIAL CHANGES

7.1 Commencing on the date hereof and until the completion of the Distribution of the Offered Securities, the Company shall promptly notify the Underwriters in writing of:

(a) any material change (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) in the Condition of the Company, including any information previously provided to the Underwriters concerning the Company, the Subsidiaries or the Offered Securities;

(b) any new material fact in respect of the Company or the Subsidiaries (including in respect of its financial condition or results of the operations) which has arisen or has been discovered that would have been required to have been stated in the Preliminary Prospectus, the Final Prospectus, the U.S. Offering Memorandum or any Supplementary Material had that fact arisen or been discovered on or prior to the date of any such document;

(c) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained or incorporated by reference in the Offering Documents or whether any event or state of facts has occurred after the date hereof, which, in any case, is or would reasonably be of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents or which would result in any of the Offering Documents not complying in any material respect with applicable Canadian Securities Laws or United States Securities Laws, as applicable;

(d) any notice by any Governmental Authority requesting any information, meeting or hearing relating to the Company, the Subsidiaries or the Offering; or

(e) any other event or state of affairs that would reasonably be expected to be relevant to the Underwriters in connection with their due diligence investigations in respect of the Offering.

7.2 The Company will promptly (and in any event within any applicable time limitation) comply with all legal requirements under Canadian Securities Laws, United States Securities Laws and the rules of the Exchange, including the prospectus amendment provisions of the Canadian Securities Laws required as

a result of any event described in Section 7.1 in respect of the Company applicable to it, in order to continue to qualify the Distribution of the Offered Securities in each of the Qualifying Jurisdictions and the Company will prepare and file to the satisfaction of the Underwriters, acting reasonably, any Supplementary Material which, in the opinion of the Underwriters, may be necessary or advisable.

7.3 Commencing on the date hereof and until the completion of the Distribution of the Offered Securities, the Company will promptly inform the Underwriters in writing of the full particulars of:

(a) any request of any Securities Commission for any amendment to any Offering Document or for any additional information in respect of the Offering or the Company;

(b) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the Exchange or any other competent authority, relating to the Preliminary Prospectus, the Final Prospectus, U.S. Offering Memorandum, the Supplementary Material, the distribution of the Offered Securities or the Company;

(c) any notice or other correspondence received by the Company from any Governmental Authority and any requests from such bodies for information, a meeting or a hearing relating to the Company, any Subsidiary, the Offering, the issue and sale of the Offered Securities or any other event or state of affairs that could, individually or in the aggregate, have a material adverse effect on the Condition of the Company; or

(d) the issuance by any Securities Commission, the Exchange or any other competent authority, including any other Governmental Authority, of any order to cease or suspend trading or distribution of any securities of the Company or of the institution, threat of institution of any proceedings for that purpose or any notice of investigation that could potentially result in an order to cease or suspend trading or distribution of any securities of the Company.

7.4 In addition to the provisions of Section 7.1 in respect of the Company and Section 7.2, the Company will, in good faith, discuss with the Underwriters any change, event or fact contemplated in Section 7.1, applicable to it, which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Underwriters under Section 7.1, and will consult with the Underwriters with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material will be filed with any Securities Commission prior to the review and approval of the form and substance thereof by the Underwriters and their counsel. The Company shall also co-operate in all respects with the Underwriters to allow and assist the Underwriters to participate in the preparation of any Supplementary Material and to conduct all due diligence investigations which the Underwriters deem appropriate in order to fulfill their obligations as underwriters and to enable the Underwriters to responsibly execute any certificate related to such Supplementary Material required to be executed by them.

SECTION 8
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

8.1 The Company represents and warrants to the Underwriters and the U.S. Affiliates (which representations and warranties shall survive the Closing and any closing of the exercise of the Over-Allotment Option in accordance with Section 17.1), and acknowledges that each Underwriter and U.S. Affiliate is relying on such representations and warranties in entering into this Agreement, that (it being

understood that any certificate signed by any officer of the Company and delivered to the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to matters covered thereby):

(a) each of the Company and the Subsidiaries have been duly incorporated, continued or amalgamated, as the case may be, and organized and is existing under the laws of its respective jurisdiction of incorporation and has all requisite corporate power, capacity and authority to carry on its business as now conducted or contemplated to be conducted and to own, lease and operate its property and assets and, in the case of the Company, to execute, deliver and perform its obligations hereunder including to offer, issue, sell and deliver the Shares and the Option Shares and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

(b) all necessary corporate action has been taken by the Company, or will have been taken by the Company prior to the Closing Time, to authorize the offering, issuance, sale and delivery of the Shares and the Option Shares, and the grant of the Over-Allotment Option on the terms set forth in this Agreement and the Shares and Option Shares will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company;

(c) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought;

(d) the execution and delivery of each of this Agreement and the performance of the Company's obligations hereunder and thereunder, including the offering, issuance, sale and delivery of the Shares and the Option Shares and the grant of the Over-Allotment Option, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:

(i) any of the terms, conditions or provisions of the articles or by-laws of the Company, or any resolution of its directors (or committees of directors) or shareholders;

(ii) any Law applicable to the Company;

(iii) any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, licence or other document to which it is a party or is subject or by which the Company, or any of its assets is bound; or

(iv) any judgement, decision, order, ruling or other decree of any Governmental Authority,

which default, breach or conflict might reasonably be expected to result in a material adverse effect on the business of the Company;

(e) the authorized share capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares issuable in series; of which 161,217,366 Common Shares and no preferred shares are issued and outstanding as of the date hereof, and all such securities have been validly issued and are outstanding as fully paid and non-assessable. In addition, as at the date hereof (and without giving effect to the Offering), the Company has issued and outstanding options, warrants, rights or conversion or exchange privileges or other securities ("**Convertible Securities**") entitling the holders thereof to acquire, and is party to agreements evidencing rights to acquire, a further 41,151,231 Common Shares. Except as aforesaid or otherwise as disclosed in the Prospectus or the Disclosure Record, there are no outstanding shares of the Company or Convertible Securities entitling anyone to acquire any Common Shares or any other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by the Company of any shares of the Company (including Common Shares) or any Convertible Securities convertible into, exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Common Shares or other equity securities of the Company (including any preemptive rights, rights of first refusal or any similar rights to subscribe for any securities of the Company);

(f) other than the Subsidiaries, the Company has no subsidiaries and does not hold an investment in any person (including the Subsidiaries) which is material to the business and affairs of the Company; the Company's direct or indirect ownership interest in each of the Subsidiaries is held free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, options to purchase, obligations to sell, pre-emptive rights, and restrictions or other adverse claims of any kind or nature, and all such securities of the Subsidiaries owned directly or indirectly by the Company have been validly issued and are outstanding as fully paid and non-assessable. The Material Subsidiaries are the only Subsidiaries that are material to the Company and the only Subsidiaries in which the Company owns securities either directly or indirectly;

(g) except as disclosed in the Offering Documents, no person has any agreement (oral or written) or option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of any of the Offered Securities or any other unissued securities of the Company;

(h) the Company is a reporting issuer in the provinces of British Columbia, Alberta, Manitoba and Ontario, and is not on the list of defaulting issuers maintained by the applicable Securities Commissions in those provinces. The Company will not at the Closing Time on the Closing Date or the Option Closing Time on the Option Closing Date, as the case may be, be on the list of defaulting issuers maintained by any Securities Commission in such Qualifying Jurisdictions;

(i) the Company is in material compliance with its timely and continuous disclosure obligations under the Canadian Securities Laws and the policies, rules and regulations of the CSE and, without limiting the generality of the foregoing, there has not occurred any material change in the Condition of the Company since December 31, 2019 which has

not been set forth in the Disclosure Record or otherwise publicly disclosed on a non-confidential basis, and the Company has not filed any confidential material change reports since December 31, 2019 which remains confidential as at the date hereof. The Company is not a "U.S. Marijuana Issuer" within the meaning of CSA Staff Notice 51-352 (Revised) – *Issuers with U.S. Marijuana-Related Activities*;

(j) to the Company's knowledge (without enquiry), no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Company or any Subsidiary;

(k) the Company is not in violation of any applicable Laws other than violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Condition of the Company;

(l) the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, possesses such accreditations, permits, certificates, licences, approvals, registrations, qualifications, consents, orders, variances, waivers and other authorizations (collectively, "**Governmental Licences**") issued by the appropriate Governmental Authority necessary to conduct the business now operated by it or as contemplated in all jurisdictions in which it carries on business, including without limitation those required by the Health Products and Food Branch of Health Canada, the United States Department of Health and Human Services (the "**HHS**"), the United States Food and Drug Administration (the "**FDA**"), the United States Drug Enforcement Administration (the "**DEA**"), the European Medicines Agency (the "**EMA**") and any foreign regulatory authorities performing functions similar to those performed by Health Canada, the HHS, the FDA, the DEA or the EMA other than those that individually or in aggregate would not have a material adverse effect on the Company or any of the Subsidiaries. The Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, is in compliance with the terms and conditions of all such Governmental Licences, except for instances of noncompliance which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Condition of the Company. All of such Governmental Licences are in good standing, valid and in full force and effect. The Company has no reason to believe that any party granting any such Governmental Licences is considering limiting, restricting, suspending, modifying, withdrawing, revoking or refusing to renew the same in any material respect;

(m) the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, has operated and is currently in material compliance with all applicable rules, regulations and policies of Health Canada, the HHS, the FDA, the DEA, or any other Governmental Authority having jurisdiction over it and its activities. The research, pre-clinical and clinical validation studies and other studies and tests conducted by or on behalf of or sponsored by the Company or any Subsidiary or in which the Company or any Subsidiary or its clinics or products have participated were and, if still pending, are being conducted in all material respects in accordance with good clinical practice and medical standard-of-care procedures including in accordance with the protocols submitted to Health Canada, the HHS, the FDA, the DEA or any other Governmental Authority exercising comparable authority and the Company does not have knowledge of any other clinics, trials, studies

or tests, the results of which reasonably call into question the results of such studies and tests. Other than as disclosed in the Disclosure Record, the Company has not received any notices or other correspondence from such regulatory authorities or any other Governmental Authority or any other person requiring the termination, suspension or material modification of any such research, pre-clinical and clinical validation studies or other studies and tests.

(n) the Company has not received any notices of any drug-related or other treatment serious adverse event and has provided to the Underwriters copies of all serious adverse event narratives in respect of all studies and tests conducted by or on behalf of or sponsored by the Company or any Subsidiary or in which the Company or any Subsidiary or its clinics or products have participated. The Company has provided to the Underwriters copies of all material documentation concerning the safety or efficacy of any of the Company's or any Subsidiary's clinics and/or products;

(o) the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries: (i) is, and has been, in compliance in all material respects with all applicable statutes, rules, regulations, ordinances, orders, by-laws, decrees and guidance applicable to it under any Laws relating in whole or in part to health and safety and/or the environment, any implementing regulations pursuant to any of the foregoing, and all similar or related federal, state, provincial or local healthcare statutes, regulations and directives applicable to the business of the Company, including but not limited to applicable Laws concerning fee-splitting, false claims, fraud and abuse, claims processing, medical billing or reimbursement, kickbacks, corporate practice of medicine, disclosure of ownership, related party requirements, survey, certification, licensing, civil monetary penalties, self-referrals, or Laws concerning the privacy and/or security of personal health information and breach notification requirements concerning personal health information (collectively, "**Applicable Healthcare Laws"**); (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting material noncompliance with any Applicable Healthcare Laws or any Governmental Licences required by any such Applicable Healthcare Laws; (iii) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, inspection, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Company, the Subsidiaries or any of their directors, officers and/or employees is in material violation of any Applicable Healthcare Laws or Governmental Licences required by any such Applicable Healthcare Laws and has no knowledge or reason to believe that any such Governmental Authority or third party is considering or would have reasonable grounds to consider any such claim, suit, proceeding, charge, hearing, enforcement, audit, inspection, investigation, arbitration or other action; and (iv) either directly has, or indirectly on its behalf has, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Healthcare Laws or Governmental Licences required by any such Applicable Healthcare Laws in order to keep all Governmental Licences in good standing, valid and in full force (except where the failure to so file, declare, obtain, maintain or submit would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Condition of the Company), and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were

complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission);

(p) the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, are not and have not been (i) assessed a civil monetary penalty under Section 1128A of the United States Social Security Act, (ii) excluded, suspended, debarred from, or convicted of a crime that would reasonably be expected to lead to any such exclusion, suspension or debarment from, participation in any state or federal health benefit program sponsored by a Governmental Authority, including any "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f), Medicare and Medicare Advantage programs, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any Governmental Authority (collectively, "**Government Health Care Programs**"), (iii) subject to either mandatory or permissive exclusion from participation in any Government Health Care Program pursuant to 42 USC § 1320a-7, (iv) convicted of, or, to the Company's knowledge, charged with, a violation of any Applicable Healthcare Law related to fraud, theft, embezzlement, bribe, payoff, kickback or inducement, whether of money, property, services or other remuneration; or (v) listed on the United States General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs;

(q) to the knowledge of the Company, none of the Company's or any of the Subsidiaries' officers, directors, managers, members, employees and independent contractors is or ever has been (i) excluded, suspended, debarred from participating in any Government Health Care Program if such persons provide services paid for through a Government Health Care Program, (ii) subject to a civil monetary penalty assessed under Section 1128A of the United States Social Security Act, sanctioned, indicted or convicted of a crime or civil offense, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Government Health Care Program requirement or Applicable Health Care Law, (iii) listed on the United States General Services Administrative published list of parties excluded from federal procurement programs and non-procurement programs, or (iv) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the United States Department of Treasury;

(r) the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, have conducted their operations in accordance with their respective compliance programs. The Company and each of the Subsidiaries (i) are not parties to a Corporate Integrity Agreement with the United States Office of Inspector General (the "**OIG**"), (ii) do not have reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority, (iii) to the Company's knowledge, have not been the subject of any Government Health Care Program investigation conducted by any federal or state enforcement agency, (iv) have not been a defendant in any qui tam/False Claims Act litigation (other than by reason of a sealed complaint of which the Company may have no knowledge), (v) have not been served with or received any search warrant, subpoena, civil investigation demand, contact letter, or, to the Company's knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third parties who may be defendants or the

subject of investigation into conduct unrelated to their activities), and (vi) have not received any complaints through the Company's compliance "hotline" from employees, independent contractors, vendors, physicians, patients, or any other persons that could reasonably be considered to indicate that the Company or the Subsidiaries have violated, or are currently in violation of, any Applicable Healthcare Law. For purposes of this Agreement, the term "compliance program" refers to provider programs of the type described in the compliance guidance published by the OIG;

(s) none of the Company or the Subsidiaries has received notice of any action pending or recommended by any Governmental Authority (including a Regulatory Authority) to terminate, suspend, limit, withdraw, or forfeit the participation of the Company in any government program;

(t) the Company is not in material breach or violation of or default under, and, to the knowledge of the Company, no event or omission has occurred which after notice or lapse of time or both, would constitute a material breach or violation of or default under, or would result in the acceleration or maturity of any indebtedness or other material liabilities or obligations under any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, or other document to which it is a party or is subject or by which it or its assets or properties are bound;

(u) there are no Proceedings that would have a material adverse effect on the Condition of the Company or the consummation of the transactions contemplated in this Agreement and the aggregate of all pending Proceedings, including routine litigation, would not reasonably be expected to have a material adverse effect on the Condition of the Company if determined unfavourably against the Company or the Subsidiaries;

(v) no Governmental Authority has issued any order preventing or suspending the trading of any of the Company's securities, the use of the Offering Documents or the Distribution of the Offered Securities or the Over-Allotment Option and, to the knowledge of the Company, no investigation, order, inquiry or proceeding has been commenced or is pending or, to the knowledge of the Company, is contemplated or threatened by any such authority;

(w) the Audited Financial Statements have been prepared in accordance with Canadian Securities Laws and IFRS, applied on a consistent basis throughout the periods involved, and fairly present in all material respects the consolidated financial position, results of operations, earnings and cash flow of the Company as at the dates and for the periods indicated and do not contain a misrepresentation;

(x) the auditors who reported on and certified the Audited Financial Statements have represented to the Company that they are independent with respect to the Company within the meaning of the rules of professional conduct of the Institute of Chartered Professional Accountants of Ontario and there has never been any "reportable event" (as such term is defined in NI 51-102) with the auditors or any former auditor of the Company (such determination to be made as if the Company was a "reporting issuer" under Canadian Securities Laws);

(y) the Unaudited Financial Statements have been prepared in accordance with Canadian Securities Laws and IFRS, applied on a consistent basis throughout the periods involved, and fairly present in all material respects the consolidated financial position, results of operations, earnings and cash flow of the Company as at the dates and for the periods indicated and do not contain a misrepresentation;

(z) other than as disclosed in the Disclosure Record, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or the Subsidiaries, including with any unconsolidated entities or other persons, that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Company or the Subsidiaries or that would be material the Company and the Subsidiaries (taken as a whole) or the Condition of the Company;

(aa) the audit committee's responsibilities and composition comply with National Instrument 52-110 - *Audit Committees*;

(bb) except as disclosed in the Offering Documents, to the knowledge of the Company, none of the directors, executive officers or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the outstanding Common Shares or any known associate or affiliate of any such person, had or has any material interest, direct or indirect, in any transaction within the three years prior to the date hereof, or any proposed transaction, with the Company which, as the case may be, has materially affected or is reasonably expected to materially affect the Company and its Subsidiaries on a consolidated basis;

(cc) the Company has established and maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the financial statements to be fairly presented in accordance with IFRS and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to differences;

(dd) all income tax returns of the Company and the Subsidiaries required by applicable Law to be filed in any jurisdiction have been filed and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except tax assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided or except with respect to any matter which would not reasonably be expected to have a material adverse effect on the Condition of the Company. All other tax returns of the Company and the Subsidiaries required to be filed pursuant to any applicable Law have been filed, and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided for in the Financial Statements. The Company and the Subsidiaries have made instalments of taxes as and when required. The Company and the Subsidiaries have duly and timely withheld from any amount paid or credited by it to or for the account or

benefit of any person, including any employee, officer, director, or non-resident person, the amount of all taxes and other deductions required by applicable Law to be withheld and has duly and timely remitted the withheld amount to the appropriate taxing or other authority;

(ee) the Company and the Subsidiaries have satisfied all material obligations under, and there are no outstanding defaults, breaches or violations with respect to, and no taxes, penalties, or fees are owing or exigible under or in respect of, any employee benefit, incentive, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, arrangements or practices relating to the current or former employees, officers or directors of the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, maintained, sponsored or funded by them, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered and all contributions or premiums required to be paid thereunder have been made in a timely fashion and any such plan or arrangement which is a funded plan or arrangement is fully funded on an ongoing and termination basis;

(ff) the Company and the Subsidiaries have good and marketable title to the respective property and assets owned by them, and hold a valid leasehold interest in all property leased by them, in each case with the Company's and the Subsidiaries' interest therein being free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, options to purchase, obligations to sell, pre-emptive rights, and restrictions or other adverse claims of any kind or nature other than those disclosed in the Offering Documents and except for those which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Condition of the Company;

(gg) neither the Company nor any of the Subsidiaries owns or has any rights, title or interest whatsoever in any real property. The Leased Premises are held by the Company 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 and which do not interefere with the use made or proposed to be made of such property and buildings by the Company or the Subsidiaries;

(hh) with respect to any Leased Premises, the Company or any of its Subsidiaries who occupy the Leased Premises have the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company or its Subsidiaries occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Company, will not afford any of the parties to such leases or any other person the right to terminate such lease or result in any additional or more onerous obligations under such leases;

(ii) the Company and the Subsidiaries maintain insurance policies with reputable insurers against risks of loss of or damage to its properties, assets and business of such types and with such coverages as are customary in the case of entities engaged in the same or similar businesses and the Company and the Subsidiaries are not in default with respect

to any provisions of such policies and have not failed to give any notice or to present any claim under any such policy in a due and timely manner;

(jj) the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries:

(i) and the property, assets and operations thereof comply in all material respects with all applicable Environmental Laws including any Environmental Activity undertaken thereon;

(ii) have not received any notice of any claim, judicial or administrative proceeding, pending or, to the knowledge of the Company, threatened against, the Company, the Subsidiaries or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws which, individually or in the aggregate, would reasonably be expected to be materially adversely to the Condition of the Company, the Company is not aware of any facts which would reasonably be expected to give rise to any such claim or judicial or administrative proceeding and, to the Company's knowledge, neither the Company nor any Subsidiary, nor any of the property, assets or operations of any of them, is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant or hazardous substance into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

(iii) except in compliance with Environmental Law, have not given or filed any notice under any federal, state, provincial or local law with respect to any Environmental Activity, the Company and the Subsidiaries do not, to the Company's knowledge, have any material liability (whether contingent or otherwise) in connection with any Environmental Activity and no notice has been given under any applicable Law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting any of the Company or the Subsidiaries or the property, assets, business or operations of any of them; and

(iv) except in compliance with Environmental Law, have not stored any Contaminants on the property thereof and have not disposed of any Contaminants in a manner contrary to any Environmental Laws;

(kk) each of the Company and the Subsidiaries owns or has the right to use all of the Intellectual Property owned or used by it as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of the Company and the Subsidiaries in the Intellectual Property have been made; are in good standing; and enforceable against third parties. Neither the Company nor any Subsidiary has any material pending action or proceeding, nor any material threatened action or proceeding, against any person with respect to the use of the Intellectual Property, and there are no circumstances which cast doubt on the validity or enforceability of the Intellectual Property owned or used by the Company or the Subsidiaries. The conduct of the Company's and the Subsidiaries' business, taken as a whole, does not, to the knowledge of the Company, infringe upon

the intellectual property rights of any other person. Neither the Company nor any Subsidiary has any pending action or proceeding, nor, to the knowledge of the Company, is there any threatened action or proceeding against it or any Subsidiary with respect to the Company's or the Subsidiaries' use of the Intellectual Property. No third parties have rights to any Intellectual Property that is owned by the Company or the Subsidiaries, except as disclosed in the Offering Documents or other than rights acquired pursuant to non-exclusive licenses granted by the Company or the Subsidiaries in the ordinary course of business. None of the Intellectual Property that is owned by the Company or the Subsidiaries comprises an improvement to any Intellectual Property that would give any third person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property;

(ll) each of the current and former contractors, consultants and employees of the Company located in Canada, including for greater certainty each of the officers of the Company, has entered into a proprietary rights agreement with the Company: (i) assigning to the Company, completely and exclusively, and in perpetuity, any Intellectual Property rights in any developments, works, inventions or improvements produced or designed by such person, during the term of and in the course of employment with, or providing services to, the Company, and waiving any moral rights in the same, as the case may be; and (ii) which contains customary confidentiality, non-competition and non-disclosure covenants, and covenants to sign any documents reasonably desirable to give full effect to any assignments or waivers of moral rights referred to in this Section;

(mm) all of the persons who either alone or in concert with others, developed, invented, improved, adapted, created, discovered, derived, programmed, designed, modified, updated, corrected or maintained any element or combination of elements in the Intellectual Property owned by the Company or the Material Subsidiaries are employees, former employees, officers, former officers, directors, former directors, independent contractors, former independent contractors, partners, former partners, and agents of the Company and/or the Material Subsidiaries, all of whom have, or as of the Closing Date will have, executed valid and binding written assignments of any and all rights they may have in any element or combination of elements in any Intellectual Property in a form and substance reasonably satisfactory to the Underwriters;

(nn) other than as has been disclosed to the Underwriters in writing, no element of the Intellectual Property has been developed with the assistance or use of any funding from third parties or third party agencies, including funding from any Governmental Authority, where the Intellectual Property rights arising from such development have not been assigned to the Company or the Subsidiaries. Neither the Company nor the Material Subsidiaries is or has ever been a member or promoter of, or a contributor to, any industry standards body or similar organization that could compel the Company, or the Material Subsidiaries to grant or offer to any third party any license or right to the Intellectual Property or any element thereof;

(oo) the Company and the Subsidiaries have taken all reasonable steps to protect: (i) their respective rights in and to its owned Intellectual Property, in each case in accordance with industry practice; and (ii) the secrecy, confidentiality and value of any confidential elements of the Intellectual Property;

(pp) the Company is not currently pursuing any litigation against any person for any infringement, misappropriation or misuse of its Intellectual Property;

(qq) there is no ongoing, pending, or to the Company's knowledge, threatened, action, suit, proceeding or claim by others that the business as currently conducted, by the Company or any of the Subsidiaries infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company's products under development) any intangible property of others;

(rr) to the Company's knowledge, no information known to be "material to patentability" (as such term is defined in section 1.56 of Title 37 - Code of Federal Regulations Patents, Trademarks, and Copyrights) has been withheld by the Company or its Subsidiaries with intention to deceive the United States Patent and Trademarks Office in connection with the prosecution of the U.S. patents and applications owned by the Company or any of the Subsidiaries;

(ss) there is no ongoing, pending or, to the Company's knowledge, threatened, action, suit, proceeding or claim by others challenging the validity or enforceability of any of the Company's or any Subsidiary's Intellectual Property;

(tt) the Company has no knowledge of any third parties who have rights to any of the Company's or any Subsidiary's Intellectual Property except for the ownership rights of the owners of the Company's or any Subsidiary's Intellectual Property, as applicable, which are licensed to the Company and/or any of the Subsidiaries;

(uu) the Company and the Subsidiaries have security measures and administrative, technical and physical safeguards in place to protect Personally Identifiable Information from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Company and the Subsidiaries have complied in all material respects with all applicable privacy and consumer protection Laws and neither has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy Laws, whether collected directly or from third parties, in an unlawful manner. The Company and the Subsidiaries have taken all reasonable steps to protect Personally Identifiable Information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse;

(vv) the Company and the Subsidiaries maintain policies and procedures regarding data security and privacy that are in compliance with privacy Laws. The Company and the Subsidiaries have adopted and have and will continue to maintain compliance with written privacy, security and compliance policies and procedures, including a privacy notice regarding the collection, use and disclosure of Personally Identifiable Information in the Company's or Company Subsidiaries' possession, custody or control or otherwise held or processed on its or their behalf;

(ww) the Software does not contain any undisclosed program routine, device or other feature, including viruses, worms, bugs, time locks, Trojan horses or back doors, in each case that is designed to delete, disable, deactivate, interfere with or otherwise harm such Software, and any virus or other intentionally created, undocumented contaminant that

may, or may be used to, access, modify, delete, damage or disable any hardware, system or data. To the knowledge of the Company, each of the Company and the Subsidiaries has in its possession copies of all source code for all Software owned by the Company or the Subsidiaries, as applicable. To the knowledge of the Company, there has been no disclosure of such programs other than through licensing of object code versions, and no person has the right, actual or contingent, to use or access any source code of the Company or the Subsidiaries and each object code copy so distributed is the subject of a valid, existing and enforceable license agreement;

(xx) the Company and the Subsidiaries have made backups of all material Software and databases used by them and maintain such backups at a secure off-site location. The Company and the Subsidiaries have taken all reasonable steps: (i) to maintain the integrity and security of its systems and network infrastructure in connection with the collection, transmission and storage of electronic data, including video and imagery; (ii) to block the distribution of sensitive imagery which may be harmful to or breach the security interests of any country; and (iii) to protect the information technology and communication systems used in connection with their operations and business from contamination, corruption, computer viruses, firewall breaches, sabotage, hacking or other software routines or hardware components that would permit material unauthorized access or the unauthorized disablement, theft or erasure of its information technology systems, communication systems, imagery, products or Software. The Company and the Subsidiaries have disaster recovery and security plans and procedures in place and there have been no material unauthorized intrusions or breaches of the security of the information technology or communication systems used in connection with their operations and business, and neither the Company nor any of its Subsidiaries is in receipt of any written or oral notices from patients, customers, consumers or the HHS, Office for Civil Rights relating to any such violations of applicable privacy Laws. The Company and the Subsidiaries provide regular training to their employees on privacy and data security matters and maintains documentation of such training;

(yy) the Company and the Subsidiaries have security measures and administrative, technical and physical safeguards in place to protect personal information they collect from customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. To the knowledge of the Company, the Company and the Subsidiaries have complied with all applicable privacy and consumer protection legislation (including the *Health Insurance Portability and Accountability Act of 1996 ("***HIPAA***")*, the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, *Freedom of Information and Protection of Privacy Act* (Ontario), the *Personal Information Protection and Electronic Documents Act* (Canada), and each applicable health information law) and all contracts to which the Company or each Subsidiary is bound and all consents and authorizations that apply to the Company's or such Subsidiary's receipt, access, use and disclosure of personal information, and none of them has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Company and the Subsidiaries have taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse as required by applicable Laws. Except as disclosed in the Disclosure Record,

there has been no loss, damage, or unauthorized access, intrusions, use modification, or other misuse of any information collected, controlled or held by the Company or any Subsidiary. To the knowledge of the Company, no person has provided any notice, made any claim, or commenced any investigation, action, inquiry, audit or proceeding with respect to loss, damage, or unauthorized access, use or modification, or other misuse of any such information by the Company or any Subsidiary; and there is no reasonable basis for any such notice, claim or proceeding. The execution and delivery this Agreement and the performance of the transactions contemplated hereby does not violate any privacy policy, terms of use, agreement or applicable Laws relating to the use, dissemination, or transfer of any information. To the extent the Company or any of its Subsidiaries de-identifies or anonymizes Personally Identifiable Information and other data, such de-identification or anonymization complies with all privacy Laws;

(zz) there have been no security breaches or incidents under applicable privacy Laws involving the unauthorized use, disclosure or dissemination or Personally Identifiable Information used or held for use by the Company or any of its Subsidiaries that have resulted in a violation or HIPAA or other privacy Laws or obligations. No event has occurred that obligates the Company to provide notification to a covered entity affiliate or an upstream business associate (each as defined under HIPAA), or requires or has required the Company or any of its Subsidiaries to provide notification to any Governmental Authority or individual under any privacy Law or any other law that requires breach notification. The Company and the Subsidiaries have conducted risk analyses sufficient to comply with its respective HIPAA obligations and have eliminated or mitigated to a reasonable and appropriate level all risks and vulnerabilities identified by such risk analyses;

(aaa) the Company and the Subsidiaries contractually require all third parties, including vendors and other persons providing services of the Company or such Subsidiary that, in each case, have access to Personally Identifiable Information from or on behalf of the Company or such Subsidiary to (i) comply with all privacy Laws; (ii) take reasonable steps designed to ensure that all Personally Identifiable Information in such third parties' possession or control is protected against damage and loss and against unauthorized access, acquisition, use, modification, disclosure or other misuse, and (iii) restrict use of Personally Identifiable Information to that authorized or required under the servicing, outsourcing or other arrangement;

(bbb) the Company and the Subsidiaries have (i) business associate agreements in place with all of their covered entity affiliates or upstream business associates as required by HIPAA and have duly performed all obligations under each business associate agreement to which the Company or such Subsidiary is a party and (ii) subcontractor business associate agreements in place with all of their subcontractor vendors who receive Protected Health Information as required by HIPAA and have duly performed all obligations under and remains in compliance with each subcontractor business associate agreement to which Company or such Subsidiary is a party

(ccc) except as disclosed in the Offering Documents or in the Disclosure Record, since December 31, 2019:

(i) there has not been any material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the Condition of the Company;

(ii) there has not been any material change in the capital stock or long-term or short-term debt of the Company and the Subsidiaries, taken as a whole; and

(iii) there has been no transaction out of the ordinary course of business that is material to the Company and the Subsidiaries, taken as a whole;

(ddd) other than as disclosed to the Underwriters in writing with respect to suspension of in person appointments or as mandated by a Governmental Authority, as at the date of this Agreement, there has been no closure or suspension to the operations of the Company as a result of the COVID-19 pandemic. The Company and the Subsidiaries have been monitoring the COVID-19 pandemic and the potential impact at all of their respective operations and have followed guidelines of applicable public health authorities;

(eee) the minute books of the Company, each of the Material Subsidiaries and, to the knowledge of the Company, each of the Subsidiaries other than the Material Subsidiaries, are, in all material respects, true and correct and contain copies of all minutes of all meetings and all resolutions of the directors, committees of directors and shareholders of the Company and the Subsidiaries, as applicable;

(fff) each of the documents forming the Disclosure Record filed by or on behalf of the Company with any Securities Commission or the Exchange, did not contain a misrepresentation, determined as at the date of filing, which has not been corrected by the filing of a subsequent document which forms part of the Disclosure Record;

(ggg) other than the Underwriters and the Selling Firms, there is no person acting or purporting to act at the request of the Company, who is entitled to any brokerage, commission or agency fee in connection with the sale of the Offered Shares;

(hhh) no material work stoppage, strike, lock-out, labour disruption, dispute grievance, arbitration, proceeding or other conflict with the employees of the Company or the Subsidiaries currently exists or, to the knowledge of the Company, is imminent or pending and the Company and the Subsidiaries are in material compliance with all provisions of all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours;

(iii) there are no complaints against the Company or the Subsidiaries before any employment standards branch or tribunal or human rights tribunal, nor has there been any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would be material and adverse to the Condition of the Company. There are no outstanding decisions or settlements or pending settlements under applicable employment standards Laws which place any material obligation upon the Company and the Subsidiaries to do or refrain from doing any act. The Company and the Subsidiaries are currently in material compliance with all workers' compensation, occupational health and safety and similar Laws, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders against the Company or the Subsidiaries under applicable workers' compensation,

occupational health and safety or similar Laws nor has any event occurred which may give rise to any such claim or order;

(jjj) neither the Company nor any Subsidiary is party to any collective bargaining agreements with unionized employees. No action has been taken or, to the knowledge of the Company, is contemplated to organize or unionize any employees of the Company or the Subsidiaries that would be material to the Company and the Subsidiaries, taken as a whole;

(kkk) the Company has disclosed, to the extent required by applicable Canadian Securities Laws, all Employee Plans, each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plans;

(lll) neither the Company nor any Subsidiary since it came under the control of the Company, nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Company or the Subsidiaries, including but not limited to Canada's *Corruption of Foreign Public Officials Act*; or (ii) made or received a bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(mmm) the operations of: (i) the Company and the Material Subsidiaries are and have been since the last three years; and (ii) the Subsidiaries other than the Material Subsidiaries are and have been since they came under the control of the Company, conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Applicable Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority involving the Company or the Subsidiaries with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of the Company, pending or threatened;

(nnn) the Common Shares are listed and posted for trading on the CSE and prior to the Closing Time, all necessary notices and filings will have been made with and all necessary consents, approvals, authorizations will have been obtained by the Company from the CSE to ensure that, subject to fulfilling customary listing conditions, the Shares, the Option Shares, and the Compensation Shares issuable upon exercise of the Compensation Options will be listed and posted for trading on the CSE upon their issuance;

(ooo) except for the formal written consent of the CSE, there are no third party consents required to be obtained in order for the Company to complete the Offering;

(ppp) Capital Transfer Agency, at its principal offices in Toronto, Ontario has been duly appointed as the registrar and transfer agent for the Common Shares;

(qqq) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Securities or any other security of the Company has been issued or

made by any Securities Commission or stock exchange or any other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, contemplated or threatened by any such authority or under any Canadian Securities Laws or United States Securities Laws;

(rrr) the business and material property and assets of the Company and the Subsidiaries conform in all material respects to the descriptions thereof contained in the Offering Documents;

(sss) all forward-looking information and statements of the Company contained in the Offering Documents and the assumptions underlying such information and statements, subject to any qualifications contained therein, including any forecasts and estimates, expressions of opinion, intention and expectation, as at the time they were or will be made, were or will be made on reasonable grounds after due and proper consideration and were or will be truly and honestly held and fairly based;

(ttt) the statistical, industry and market related data included, or incorporated by reference, in the Prospectus are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable as at the date of the applicable document and, the Company has no reason to believe that such data is inconsistent with the sources from which it was derived;

(uuu) assuming the completion of the Offering and the receipt by the Company of the net proceeds thereof, the Company is not insolvent (within the meaning of applicable Laws), is able to pay its liabilities as they become due and has sufficient working capital to fund its operations for 12 months following the Closing Date;

(vvv) the Company has not withheld from the Underwriters any adverse material facts relating to the Company, any of the Subsidiaries or the Offering;

(www) the Company: (i) has not made any significant acquisitions as such term is defined in Part 8 of NI 51-102 in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements or other information would be required to be included or incorporated by reference into the Prospectus and for which a business acquisition report has not been filed under NI 51-102; (ii) has not entered into any agreement or arrangement in respect of a transaction that would be a significant acquisition for purposes of Part 8 of NI 51-102; and (iii) there are no proposed acquisitions by the Company that have progressed to the state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date of the Final Prospectus;

(xxx) the Company is not currently party to any agreement providing for the change of control of the Company (whether by sale or transfer of shares or sale of all or substantially all of the assets and properties of the Company or otherwise);

(yyy) the Company is as of the date hereof an Eligible Issuer in the Qualifying Jurisdictions and, on the dates of and upon filing of the Preliminary Prospectus and the Final Prospectus, will be an Eligible Issuer in the Qualifying Jurisdictions and there will be no

documents required to be filed under Canadian Securities Laws in connection with the Offering of the Offered Securities that will not have been filed as required as at those respective dates;

(zzz) the Offered Shares qualify as qualified investments as described in the Preliminary Prospectus under the heading "Eligibility for Investment" and the Company will not take or permit any action within its control which would cause the Offered Shares to cease to be qualified, during the period of distribution of the Offered Shares, as qualified investments to the extent so described in the Prospectus;

(aaaa) the U.S. Offering Memorandum has been or will be prepared in a form customary for a private placement offering of equity securities of a Canadian issuer into the United States concurrent with a public offering in Canada, and does not and will not contain any material disclosures regarding the Company or its Subsidiaries other than as set forth in the Prospectus or in any Supplementary Material, if any, in each case, that is included therein;

(bbbb) the responses of the Company in the Due Diligence Sessions (the "**Due Diligence Session Responses**") will be true and correct in all material respects where they relate to matters of fact, and as at the time such responses are given, the Due Diligence Session Responses taken as a whole shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given, and the Company and its directors and officers will have responded in a thorough and complete fashion. Where the Due Diligence Session Responses reflect the opinion or view of the Company or its directors or officers (including Due Diligence Session Responses or portions of such Due Diligence Session Responses which are forward looking or otherwise relate to projections, forecasts or estimates of future performance or results (operating, financial or otherwise)) such opinions or views are subject to the qualifications and provisions set forth in the Due Diligence Session Responses and will be honestly held and believed to be reasonable at the time they are given; except that it shall not constitute a breach of this paragraph solely if the actual results vary or differ from those contained in forward-looking statements;

(cccc) all statements made in the Prospectus and U.S. Offering Memorandum describing the Offered Securities and the respective attributes thereof are complete and accurate in all material respects; and

(dddd) the Company has not withheld and will not withhold from the Underwriters any material facts relating to the Company, its Subsidiaries or the Offering.

SECTION 9
DISTRIBUTION OF OFFERED SECURITIES

9.1 The Underwriters shall, and shall require any investment dealer (other than the Underwriters) with which the Underwriters have a contractual relationship in respect of the distribution of the Offered Securities (each, a "**Selling Firm**") to agree to, comply with Canadian Securities Laws in connection with the distribution of the Offered Securities and shall offer the Offered Shares for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to agree to, offer for sale to the

public and sell the Offered Shares only in those jurisdictions where they may be lawfully offered for sale or sold and shall seek the prior consent of the Company, such consent not to be unreasonably withheld, regarding the jurisdictions other than the Qualifying Jurisdictions where the Offered Shares are to be offered and sold. The Underwriters shall use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Shares as soon as reasonably practicable but in any event no later than 42 days after the date of the Final Receipt. As soon as practicable after the completion of the distribution of the Offered Shares, and in any event within 30 days after the later of the Closing Date or the last Option Closing Date, Echelon (on behalf of the Underwriters) shall notify the Company thereof and provide the Company with a breakdown of the number of Offered Shares distributed in each of the Qualifying Jurisdictions.

9.2 The Underwriters and any Selling Firm shall be entitled to offer and sell the Shares and Option Shares to purchasers that are in other jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Shares.

9.3 For the purposes of this Section 9, the Underwriters shall be entitled to assume that the Offered Shares are qualified for distribution in any Qualifying Jurisdiction where a Final Receipt or similar document for the Final Prospectus shall have been obtained from or deemed issued by the applicable Securities Commission following the filing of the Final Prospectus unless otherwise notified in writing by the Company.

9.4 The Company and the Underwriters hereby acknowledge that the Offered Shares have not been and will not be registered under the 1933 Act or any U.S. state securities laws and may not be offered or sold in the United States except by the Underwriters or their respective U.S. Affiliates, acting as agents, pursuant to Rule 144A of the 1933 Act and similar exemptions under applicable U.S. state securities laws, and outside the United States to non-U.S. persons pursuant to Rule 903 of Regulation S under the 1933 Act. Accordingly, the Company and each of the Underwriters hereby agree that offers and sales of the Offered Shares in the United States shall be conducted only in the manner specified in Schedule “B” hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement.

9.5 During the Distribution of the Offered Shares, other than the Offering Documents, the press release announcing the Offering, and the Marketing Materials, the Underwriters shall not provide any potential investor with any materials or written communication in relation to the Distribution of the Offered Shares. The Company and the Underwriters, on a several basis, each covenant and agree: (a) not to provide any potential investor of Offered Shares with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Commissions on or before the day such marketing materials are first provided to any potential investor of Offered Shares; (b) not to provide any potential investor in the Qualifying Jurisdictions with any materials or information in relation to the Distribution of the Offered Shares or the Company other than: (i) such marketing materials that have been approved and filed in accordance with NI 44-101; (ii) the Preliminary Prospectus, the Final Prospectus and any Supplementary Material; and (iii) any “standard term sheets” (within the meaning of Canadian Securities Laws) approved in writing by the Company and the Underwriters; and (c) that any marketing materials approved and filed in accordance with NI 44-101 and any standard term sheets approved in writing by the Company and the Underwriters shall only be provided to potential investors in the Qualifying Jurisdictions.

9.6 Neither the Company, nor the Underwriters 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 or stock exchange rules. For greater certainty, during the period commencing on the date hereof and until completion of the Distribution of the Offered Securities, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review and approval by the Lead Underwriters (on behalf of the Underwriters) and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company will incorporate in such press releases all reasonable comments of the Underwriters. Any press release announcing or otherwise referring to the Offering disseminated in the United States shall comply with the requirements of Rule 135c under the 1933 Act and any press release announcing or otherwise referring to the Offering disseminated outside the United States shall include an appropriate notation as follows: "*Not for distribution to United States newswire services or dissemination in the United States*".

SECTION 10
COVENANTS OF THE COMPANY

10.1 The Company covenants and agrees with the Underwriters that the Company:

(a) will promptly provide to the Underwriters and their counsel, during the period commencing on the date hereof and until completion of the Distribution of the Shares, drafts of any filings to be made with any securities exchange or regulatory body in Canada, the U.S. or any other jurisdiction by the Company or the Subsidiaries of information relating to the Offering or pursuant to the Company's continuous disclosure obligations under applicable Canadian Securities Laws for review by the Underwriters and their counsel prior to filing, and give the Underwriters and their counsel a reasonable opportunity to provide comments on such filing, subject to the Company's timely disclosure obligations under applicable Canadian Securities Laws;

(b) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, Final Prospectus and any Supplementary Material has been filed and receipts therefor from the Securities Commissions have been obtained and will provide evidence satisfactory to the Underwriters of each such filing and copies of such receipts;

(c) will advise the Underwriters, promptly after receiving notice or obtaining knowledge of: (i) the issuance by any Securities Commission of any order suspending or preventing the use of any of the Offering Documents or suspending or seeking to suspend the trading of the Offered Securities; (ii) the suspension of the qualification of the Offered Securities for Distribution in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any such purposes; or (iv) any requests made by any Securities Commission for amending or supplementing any of the Offering Documents or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order or any suspension respectively referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof promptly or if any such suspension occurs, to promptly remedy such suspension in accordance with this Agreement;

(d) prior to the Closing Date or Option Closing Date, as applicable, make all reasonable arrangements that are within the control of the Company for the electronic deposit of the Shares and Option Shares pursuant to the non-certificated issue system of CDS on the Closing Date or Option Closing Date, as applicable. All fees and expenses payable to

CDS and/or the transfer agent in connection with the electronic deposit and the fees and expenses payable to CDS in connection with the initial or additional transfers as may be required in the course of the Distribution of the Shares shall be borne by the Company;

(e) will use its commercially reasonable efforts to remain, and to cause each of the Material Subsidiaries to remain, until the expiry date of the Compensation Options, a corporation validly subsisting under the laws of its jurisdiction of incorporation or amalgamation, and to be duly licensed, registered or qualified as an extra-provincial or foreign corporation or entity in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and to carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws of each such jurisdiction, provided that the Company shall not be required to comply with this Section following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the *Canada Business Corporations Act*);

(f) will use its commercially reasonable efforts to maintain:

(i) its status as a "reporting issuer" under Canadian Securities Laws and not in default of any requirement of such Canadian Securities Laws until the expiry date of the Compensation Options; and

(ii) the listing of the Common Shares on the Exchange, until the expiry date of the Compensation Options,

provided that (A) the foregoing is subject to the obligations of the directors to comply with their fiduciary duties to the Company; and (B) the Company shall not be required to comply with this Section following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the *Canada Business Corporations Act*);

(g) will use its commercially reasonable efforts to ensure that the Offered Shares and the Compensation Shares issuable upon the exercise of the Compensation Options are listed and posted for trading on the Exchange on the Closing Date;

(h) will apply the net proceeds from the issue and sale of the Shares and the Option Shares in accordance with the disclosure set out under the heading "Use of Proceeds" in the Final Prospectus, except for circumstances where, for sound business reasons, a reallocation of the net proceeds may be necessary;

(i) prior to the Closing Date or Option Closing Date, as the case may be, will promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated hereby, including the Offering, and take all such steps as may be reasonably required within its power to implement to the full extent the provisions, and to satisfy the conditions, of this Agreement as it relates to the sale and issuance of Offered Securities;

(j) will on or before the time of filing the Final Prospectus provide to the Underwriters a copy of the conditional listing approval of the Offered Shares and the Compensation Shares issuable upon exercise of the Compensation Options on the CSE;

(k) will forthwith notify the Underwriters of the breach of any covenant of this Agreement in any material respect by the Company, or upon the Company becoming aware that any representation or warranty of the Company contained in this Agreement or any document, instrument, certificate or other agreement delivered pursuant hereto is or was untrue or inaccurate in any material respect at the time such representation or warranty was made;

(l) subject to compliance with Canadian Securities Laws, will not, at any time prior to the Closing of the Offering, halt the trading of the Common Shares on the CSE without the prior written consent of the Lead Underwriters (on behalf of the Underwriters), such consent not to be unreasonably withheld;

(m) will cause the directors and officers of the Company and other persons referred to in Section 10.1(s) to deliver at the Closing Time on the Closing Date, the agreements contemplated by Section 10.1(s);

(n) will duly execute and deliver the Compensation Option Certificates at the Closing Time on the Closing Date and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;

(o) will ensure that at the Closing Time on the Closing Date or Option Closing Date, as applicable, the Compensation Options are duly and validly created, authorized and issued and shall have attributes corresponding in all material respects to the description set forth in the Compensation Option Certificates;

(p) ensure that the Compensation Shares issuable upon the exercise of the Compensation Options, shall, upon issuance in accordance with terms thereof and receipt by the Company of payment therefore, be duly issued as fully paid and non-assessable Common Shares;

(q) ensure that, at all times prior to the until the expiry date of the Compensation Options, a sufficient number of Compensation Shares are allotted and reserved for issuance upon the exercise of the Compensation Options;

(r) will, prior to the Closing Date or Option Closing Date, as the case may be, make available management of the Company for meetings with investors as scheduled by the Underwriters at the discretion of the Underwriters acting reasonably; and

(s) will use commercially reasonable efforts to cause each director and executive officer of the Company to deliver to the Underwriters, at or prior to the Closing Time, an executed Lock-Up Agreement in substantially the form attached hereto as Schedule “A”.

SECTION 11
CLOSING CONDITIONS

11.1 The Underwriters' obligation to purchase the Shares at the Closing Time on the Closing Date shall be subject to the following conditions, which conditions are for the sole benefit of the Underwriters and may be waived, in writing, in whole or in part by the Underwriters in their sole discretion:

(a) the Underwriters shall have received at the Closing Time favourable legal opinions, dated the Closing Date, addressed to each Underwriter and to the Underwriters' counsel, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, from the Company's counsel, Gardiner Roberts LLP, and such local counsel in such Qualifying Jurisdictions where the Company's counsel is not qualified to practice law as are acceptable to the Underwriters' counsel, and all of such counsel may rely upon, only as to matters of fact, certificates of public officials and officers of the Company, and letters from stock exchange representatives and transfer agents, with respect to the following matters:

(i) the Company is a corporation existing under the *Canada Business Corporations Act* and has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets and to execute, deliver and perform its obligations under this Agreement and the Compensation Option Certificates, including to offer, issue, sell and deliver the Shares, the Option Shares, the Compensation Options and Compensation Shares and to grant the Over-Allotment Option;

(ii) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of Canadian Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;

(iii) as to the authorized share capital of the Company, and as to the number of issued and outstanding shares in the capital of the Company;

(iv) the Shares have been duly authorized and issued and upon receipt by the Company of payment therefor by the Underwriters as provided by this Agreement will be validly issued and outstanding as fully-paid and non-assessable Common Shares, and the Option Shares have been duly authorized, reserved and allotted for issuance and, upon receipt by the Company of payment therefor by the Underwriters as provided by this Agreement, will be validly issued and outstanding as fully paid and non-assessable Common Shares;

(v) the Compensation Options have been validly created and issued by the Company;

(vi) the Compensation Shares issuable upon the exercise of the Compensation Options have been authorized and allotted for issuance and, upon the due exercise of the Compensation Options in accordance with the terms thereof and receipt by the Company of payment therefor, will be validly issued as fully paid and non-assessable Common Shares;

(vii) each Material Subsidiary is a corporation existing under the laws of its respective jurisdiction of incorporation and has all requisite corporate power, authority and capacity to carry on its business and to own, lease and operate its property and assets;

(viii) that all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus and the Final Prospectus and the filing thereof with the Securities Commissions under the Canadian Securities Laws in each of the Qualifying Jurisdictions;

(ix) that all necessary corporate action has been taken by the Company to authorize the execution and delivery of the U.S. Offering Memorandum and any filings thereof under United States Securities Laws;

(x) that all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of this Agreement and the Compensation Options and the performance of the Company's obligations hereunder and thereunder, including to offer, issue, sell and deliver the Shares, the Option Shares, the Compensation Options, the Compensation Shares and this Agreement and the Compensation Option Certificates has each been duly authorized, executed and delivered by the Company, and constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to customary qualification for enforceability;

(xi) that the execution and delivery of this Agreement by the Company and the performance of the Company's obligations hereunder and thereunder, including to offer, issue, sell and deliver the Shares and the Option Shares and to grant the Over-Allotment Option, do not and will not contravene, or constitute a default under, or result in a breach or violation of, and do not and will not create a state of facts which, after notice or lapse of time or both, will contravene, constitute a default under, or result in a breach or violation of any of the terms, conditions or provisions of the articles or bylaws of the Company, or any resolution of any of the Company's directors (or committees of directors) or shareholders;

(xii) that the attributes of the Offered Securities conform in all material respects with the descriptions thereof in the Final Prospectus and the U.S. Offering Memorandum;

(xiii) the form of definitive certificates representing the Common Shares have been duly approved and adopted by the Company and comply with applicable Law and the articles and the by-laws of the Company;

(xiv) that the Shares, Option Shares and the Compensation Shares issuable upon exercise of the Compensation Options have been conditionally approved for listing on the CSE, subject only to customary and standard post-closing conditions imposed by the CSE in similar circumstances;

(xv) as to the accuracy of the statements under "Eligibility for Investment**"** and "Certain Canadian Federal Income Tax Considerations" in the Final Prospectus,

subject to the assumptions, qualifications, limitations and restrictions set out therein;

(xvi) Capital Transfer Agency, at its principal office in the City of Toronto has been duly appointed as the transfer agent and registrar for the Common Shares;

(xvii) that all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits, consents and authorizations of the Securities Commissions required under Canadian Securities Laws have been obtained, in each case by the Company, to qualify the Distribution of the Offered Securities and the Over-Allotment Option in each of the Qualifying Jurisdictions: (A) to the public in the Qualifying Jurisdictions through registrants registered under Canadian Securities Laws who have complied with the relevant provisions of such applicable legislation; and (B) to such registrants purchasing as principals, provided that, in both cases, the applicable fees are paid within the prescribed time periods; and

(xviii) that the issuance of the Compensation Shares upon exercise of the Compensation Options, all in accordance with their terms, are exempt from the prospectus requirements of applicable Canadian Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained by the Company under applicable Canadian Securities Laws to permit such issuance to such purchasers provided that any person that is "in the business of trading in securities" under Canadian Securities Laws involved in such issuance is duly registered under Canadian Securities Laws in categories permitting them to distribute the Compensation Shares and has complied with such Canadian Securities Laws and the terms and conditions of their registration;

(b) the Underwriters shall have received at the Closing Time favourable legal opinions, dated the Closing Date, addressed to each Underwriter and to the Underwriters' counsel, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, from the Company's U.S. counsel, Ellenof Grossman & Schole LLP, which counsel may rely upon, only as to matters of fact, certificates of public officials and officers of the Company, to the effect that registration of the Offered Securities offered and sold in the United States or to U.S. Persons in accordance with this Agreement (including Schedule "B" hereto) will not be required under the 1933 Act;

(c) the Underwriters shall have received at the Closing Time a "bring down" comfort letter dated the Closing Date from the Company's auditors, Grant Thornton LLP, addressed to each Underwriter and the board of directors of the Company, in form and substance satisfactory to the Underwriters and their counsel, confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to Section 3.1(d) with such changes as may be necessary to bring the information therein forward to a date which is no earlier than two Business Days prior to the Closing Date, provided that such changes must be acceptable to the Underwriters;

(d) the Underwriters shall have received at the Closing Time certificates dated the Closing Date, signed by appropriate officers of the Company, addressed to each Underwriter with

respect to the articles and bylaws of the Company, all resolutions of the board of directors and shareholders of the Company and other corporate action relating to this Agreement, the Compensation Option Certificates, the Offering and to the authorization, offer, issue, sale and delivery of the Offered Shares, the Compensation Options, Compensation Shares and the grant of the Over-Allotment Option, the incumbency and specimen signatures of signing officers;

(e) the Underwriters shall have received at the Closing Time a certificate or certificates dated the Closing Date and signed on behalf of the Company by the Chief Executive Officer and Chief Financial Officer of the Company or any other officer acceptable to the Underwriters, addressed to each Underwriter, certifying on behalf of the Company and without personal liability, that, except as disclosed in the Final Prospectus or any Supplementary Material:

(i) since the date of the Final Prospectus:

(A) there shall have been no adverse change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the Condition of the Company; and

(B) no transaction out of the ordinary course of business has been entered into or is pending by the Company or the Subsidiaries (other than as disclosed as of the date hereof in the Disclosure Record),

that is material to the Company and the Subsidiaries taken as a whole;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Shares or any other securities of the Company shall have been issued or made by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated or threatened, by any Governmental Authority;

(iii) the Company shall have duly complied in all material respects with all the terms and conditions of this Agreement on its part to be complied with up to the Closing Time; and

(iv) the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects (provided that any representations and warranties that are qualified as to materiality shall be true and correct in all respects) as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;

(f) the Underwriters shall have received a certificate of status or the equivalent dated within one Business Day of the Closing Date, in respect of the Company and the Material Subsidiaries;

(g) the Company shall have received a Preliminary Receipt and a Final Receipt qualifying the Offered Securities for Distribution in the Qualifying Jurisdictions, and neither the

Preliminary Receipt nor the Final Receipt shall be invalid or have been revoked or rescinded by any Securities Commission;

(h) the Underwriters shall have received at the Closing Time such other certificates, statutory declarations, agreements or materials, in form and substance satisfactory to the Underwriters and their counsel, as the Underwriters and their counsel may reasonably request;

(i) the Company shall have fulfilled, in all material respects, each of the covenants contained in this Agreement to the satisfaction of the Underwriters;

(j) the Underwriters shall have received the Compensation Option Certificates registered in such name or names as Echelon (on behalf of the Underwriters) may notify the Company in writing not less than 24 hours prior to the Closing Time or Option Closing Time, as applicable.

(k) there shall not be any misrepresentations in any of the Preliminary Prospectus, the Final Prospectus, U.S. Offering Memorandum or any Supplementary Material or any undisclosed material adverse change or undisclosed material facts relating to the Company, the Subsidiaries or the Offered Securities; and

(l) the Underwriters shall have received a certificate from Capital Transfer Agency, the Company's registrar and transfer agent, as to the number of issued and outstanding Common Shares as at the end of the Business Day on the day prior to the Closing Date.

SECTION 12
CLOSING

12.1 The Closing of the purchase and sale of the Offered Shares will be completed at the Closing Time on the Closing Date or Option Closing Date, as applicable, at the offices of the Company's counsel, or at any other place determined in writing by the Company and Echelon (on behalf of the Underwriters).

12.2 At the Closing Time on the Closing Date, the Company will deliver to the Underwriters:

(a) certificates representing the Shares to be issued and sold on the Closing Date registered in the name of "**CDS & Co.**" for deposit into the book entry only system administered by CDS Clearing and Depository Services Inc. ("**CDS**") or, alternatively, the Company shall deliver to the Underwriters in uncertificated form pursuant to the non-certificated inventory system of CDS the Shares to be issued and sold on the Closing Date registered in the name of "**CDS & Co.**"; and

(b) such further documentation as may be contemplated herein or as the Securities Commissions or CSE may reasonably require,

against payment by the Underwriters of the aggregate Purchase Price for the Shares by wire transfer to the order of the Company in Canadian same day funds or by such other method as the Company and the Underwriters may agree upon; provided that the Underwriters shall be entitled to set off against and deduct from the aggregate Purchase Price, the Underwriters' Fees payable by the Company in respect of the sale of the Shares together with the estimated expenses of the Underwriters payable by the Company as contemplated in Section 15 hereof.

12.3 In the event the Over-Allotment Option is exercised in accordance with its terms, the Company will, at or prior to each Option Closing Time, deliver to the Underwriters:

(a) certificates representing the Option Shares to be issued and sold on such Option Closing Time registered in the name of "**CDS & Co.**" for deposit into the book entry only system administered by CDS or, alternatively, the Company shall deliver to the Underwriters in uncertificated form pursuant to the non-certificated inventory system of CDS the Option Shares to be issued and sold on such Option Closing Time registered in the name of "**CDS & Co.**";

(b) the items listed in Section 11.1(a), Section 11.1(b), Section 11.1(d), Section 11.1(e), Section 11.1(f) and 11.1(h), in each case dated the Option Closing Date, together with such further documentation as may be contemplated herein or as the Securities Commissions or Exchange may reasonably require,

against payment to the Company by the Underwriters on behalf of the Underwriters of the aggregate purchase price for such Option Shares by wire transfer to the order of the Company in Canadian same day funds or by such other method as the Company and Underwriters may agree upon; provided that the Underwriters shall be entitled to set off against and deduct from the aggregate purchase price for the Option Shares, the Underwriters' Fees payable by the Company in respect of the sale of the Option Shares together with the estimated expenses of the Underwriters payable by the Company as contemplated in Section 15 hereof.

12.4 The Company shall make all necessary arrangements for the exchange of definitive certificates delivered pursuant to Section 12.2(a) or Section 12.3(a), as applicable, on the date of delivery, at the principal offices of the registrars of the Company in the City of Toronto for certificates representing the Shares and any Option Shares in such amounts and registered in such names as shall be designated by the Underwriters not less than 48 hours prior to the Closing Time or Option Closing Time, as applicable. The Company shall pay all fees and expenses payable to or incurred by the registrar of the Company in connection with the preparation, delivery, certification and exchange of the definitive certificates contemplated by this Section 12.4 and the fees and expenses payable to or incurred by the registrar of the Company in connection with such additional transfers required in the course of the distribution of the Shares and any Option Shares.

12.5 All or any part of the Underwriters' Fees and other expenses contemplated to be paid to the Underwriters under this Agreement may be subject to Federal Goods and Services Tax and/or Harmonized Sales Taxes and any other applicable sales taxes in which event a corresponding additional amount will be payable by the Company to the Underwriters promptly upon request therefor by the Underwriters.

SECTION 13
TERMINATION

13.1 If prior to the Closing Time:

(a) the due diligence investigations performed by the Underwriters or their representatives, prior to the filing of the Preliminary Prospectus, reveal any previously undisclosed material information or fact, which, in the sole opinion of the Underwriters or any one of them acting reasonably, is materially adverse to the Company or its business, or in the

sole opinion of the Underwriters acting reasonably, would reasonably be expected to materially adversely affect the price or value of the Common Shares or any other securities of the Company;

(b) there is a material change or a change in a material fact (as such terms are defined under Canadian Securities Laws) or new material fact shall arise or there should be discovered any previously undisclosed material fact, in each case, that has or would reasonably be expected to have, in the sole opinion of the Underwriters or any one of them, acting reasonably, a significant adverse change or effect on the business or affairs of the Company or on the market price or the value of the Common Shares or any other securities of the Company;

(c) (i) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Underwriters or any one of them, acting reasonably, materially adversely affects or involves or would reasonably be expected to materially adversely affect or involve the financial markets in Canada or the U.S. generally or the business, operations or affairs of the Company and the Subsidiaries taken as a whole or the market price or value of the securities of the Company, (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the Exchange or securities regulatory authority (except for any inquiry, suit, proceeding, investigation or order based upon the activities of the Underwriters) which, in the sole opinion of the Underwriters or any one of them, acting reasonably, operates to prevent or materially restrict the trading of the common shares or any other securities of the Company;

(d) the Company is in material breach of a material term, condition or covenant of this Agreement that may not be reasonably expected to be remedied prior to the Closing Date, or any representation or warranty given by the Company in this Agreement becomes or is false in any material respect,

then the Underwriters or any one of them shall be entitled, at their option in accordance with Section 13.3, to terminate their obligations under this Agreement in respect of any Offered Shares prior to Closing or any Offered Shares not then purchased under this Agreement by written notice from Echelon (on behalf of the Underwriters) to that effect given to the Company at any time prior to the applicable Closing Time.

For certainty, the COVID-19 Outbreak and any interruption to the business, affairs, or financial condition of the Company or any event, action state or condition or major financial occurrence, arising as a result of policies in place as of the date of this Agreement to address COVID-19, including the extension of the time that any such policy shall be in effect beyond their current proposed end date, shall not constitute an event or occurrence which will enable the Underwriters or any one of them to rely on any of sections 13.1(b) and 13.1(c).

13.2 All terms and conditions of this Agreement shall be construed as conditions, and any breach or failure by the Company to comply with any of such terms and conditions shall entitle the Underwriters to terminate the obligations of the Underwriters to purchase the Offered Shares by notice from Echelon (on

behalf of the Underwriters) to that effect given to the Company at or prior to the Closing Time. The Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to its rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance.

13.3 The rights of termination contained in this Section 13.3 are in addition to any other rights or remedies the Underwriters 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. In the event of any such termination, there shall be no further liability on the part of the Underwriters to the Company or on the part of the Company to the Underwriters except in respect of any liability which may have arisen or may thereafter arise under Section 14, Section 15 or Section 16.

SECTION 14
COMPANY INDEMNITY AND CONTRIBUTION

14.1 As consideration for the Underwriters agreeing to provide the services described herein, the Company and its subsidiaries or affiliated companies, as the case may be (collectively, the "**Indemnitor**") agrees to indemnify and hold harmless each Underwriter, each Selling Firm and each of their respective subsidiaries and affiliates and their respective directors, officers, employees, shareholders, partners, advisors, agents, successors and assigns, and each other person, if any, controlling any of the Underwriters or their affiliates (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against any and all expenses, fees, losses, claims, actions, damages, obligations and liabilities, joint or several, of any nature (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims and the reasonable fees and expenses of their respective counsel and other expenses, but not including any amount for lost profits) (collectively, "**Losses**") that are incurred in investigating, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Claims**" and individually a "**Claim**") or to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims arise out of or are based upon, directly or indirectly, this Agreement together with any Losses that are incurred in enforcing this indemnity. This indemnity shall not be available to an Indemnified Party in respect of Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Losses resulted solely from the fraud, gross negligence or willful misconduct of the Indemnified Party or a breach by the Indemnified Party of any of the material provisions of this Agreement.

14.2 If for any reason (other than a determination as to any of the events referred to in Section 14.1) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Claim, the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the Losses paid or payable by an Indemnified Party as a result of such Claim, the amount (if any) equal to (a) such amount paid or payable, minus (b) the amount of the Underwriters' Fees received by the Indemnified Party.

14.3 The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor and/or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of the Agreement,

the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.

14.4 The Indemnified Party will notify the Indemnitor promptly in writing after receiving notice of any Claim against the Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, stating the particulars thereof, will provide copies of all relevant documentation to the Indemnitor and, unless the Indemnitor assumes the defence thereof, will keep the Indemnitor advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability under this indemnity which the Indemnitor would otherwise have incurred had the Indemnified Party not so delayed in giving, or failed to give, the notice required hereunder.

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

14.6 Notwithstanding 14.5, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if: (a) the employment of such counsel has been authorized by the Indemnitor; (b) the Indemnitor has not assumed the defence and employed counsel therefor in a reasonable timeframe after receiving notice of such Claim; or (c) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the Claim may not fall within the indemnity set forth herein (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf), provided that the Indemnitor shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties.

14.7 Neither the Indemnitor nor the Indemnified Party shall effect a settlement of any Claim or make admission of any liability without the prior written consent of the other party, such consent to be properly considered and not to be unreasonably withheld.

14.8 The Indemnitor hereby acknowledges that the Lead Underwriters act as trustees for the other Indemnified Parties of the Indemnitor's covenants under this indemnity and the Lead Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

14.9 The indemnity and contribution obligations of the Indemnitor in this Section 14 shall be in addition to any liability which the Indemnitor may otherwise have (including under this Agreement), shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor, the Lead Underwriters and any other Indemnified Parties. The foregoing provisions shall survive any termination of this Agreement or the completion of professional services rendered hereunder.

SECTION 15
EXPENSES OF THE OFFERING

15.1 Whether or not the transactions herein contemplated shall be completed, the Company shall be responsible for its own costs and expenses related to the Offering, including the fees and expenses of counsel for the Company, including all expenses of, or incidental to, the authorization, allotment and issue of the Offered Shares and all expenses of, or incidental to, all other matters in connection with the transactions contemplated hereunder including: listing fees, expenses payable in connection with the qualification of the Distribution of the Offered Securities and the Over-Allotment Option, all fees and expenses of local counsel, all fees and expenses of the Company's auditors, all reasonable fees and expenses of the Underwriters' legal counsel (up to $100,000, plus disbursements and applicable taxes), all reasonable out-of-pocket expenses incurred by the Underwriters (including, but not limited to, their travel expenses in connection with roadshow and marketing activities) and all costs incurred in connection with preparing, printing and providing commercial copies of the Offering Documents and share certificates representing the Offered Shares, all fees and expenses of CDS and of the Company's registrar and transfer agent and all applicable taxes thereon.

SECTION 16
COMPANY RESTRICTED PERIOD

16.1 The Company shall not, without the prior written consent of the Lead Underwriters (on behalf of the Underwriters), such consent not to be unreasonably withheld, authorize, issue or sell any Common Shares or other securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, or agree or publicly announce any intention to do any of the foregoing, in any manner whatsoever, at any time prior to 90 days after the Closing Time, other than in connection with: (a) the Offering; (b) the exchange, transfer, conversion or exercise rights of existing outstanding securities of the Company; (c) the issuance of options under the Company's stock option plan; (d) the issuance of deferred share units under the Company's deferred share unit plan; and (e) an arm's length acquisition (including to acquire assets or intellectual property rights).

SECTION 17
SURVIVAL OF REPRESENTATIONS, ETC.

17.1 The representations, warranties, obligations and agreements of the Company contained herein and in any certificate, instrument, agreement or other document delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Shares shall survive the purchase of the Offered Shares, any subsequent disposition of the Offered Shares by an Underwriter or the termination of the Underwriters' obligations and shall continue in full force and effect unaffected by the Closing for the later

of: (a) two (2) years from the Closing Date; and (b) such maximum period of time as the Underwriters or any purchaser of Offered Shares under the Prospectus or U.S. Offering Memorandum may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in any of the Offering Documents pursuant to, as applicable, Canadian Securities Laws, United States Securities Laws, civil or common law rights or otherwise, and shall not be limited or prejudiced by any investigation made by or on behalf of any Underwriter in accordance with the preparation of the Offering Documents or the Distribution of the Offered Shares or otherwise. Notwithstanding the prior sentence, the indemnification and contribution provisions contained in this Agreement shall survive and continue in full force and effect indefinitely, subject to the limitation requirements of applicable Laws. The Company agrees that each Underwriter shall not be presumed to know of the existence of a claim against the Company under this Agreement or any certificate, instrument, agreement or other document delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Shares as a result of any investigation made by or on behalf of an Underwriter in accordance with the preparation of the Offering Documents or the Distribution of the Offered Shares or otherwise.

SECTION 18
UNDERWRITERS

18.1 All steps or other actions which must or may be taken by the Underwriters in connection with this Agreement, with the exception of the matters relating to termination contemplated by Section 13 and any matter relating to indemnification or contribution contemplated by Section 14, shall be taken by the Lead Underwriters, on behalf of the Underwriters, and the execution of this Agreement by the Underwriters shall constitute the Company's authority for dealing solely with, and accepting notification of any such steps from, the Lead Underwriters, and for delivering the documents contemplated hereunder and the Offered Shares to the Lead Underwriters.

18.2 Subject to the terms and conditions hereof, the obligations of the Underwriters under this Agreement shall be several in all respects and not joint or joint and several. For certainty, the obligation of the Underwriters to purchase the Offered Shares at the Closing Time or the Option Closing Time, as applicable, shall be several (and not joint nor joint and several), and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Echelon Wealth Partners Inc.	25%
Beacon Securities Limited	25%
PI Financial Corp.	25%
Mackie Research Capital Corp.	12.5%
Canaccord Genuity Corp.	7.5%
Raymond James Ltd.	5%

18.3 If an Underwriter (a "**Refusing Underwriter**") shall not complete the purchase of the Shares (or the Option Shares, if the Over-Allotment Option is exercised) which such Underwriter has agreed to purchase hereunder (the "**Default Securities**") for any reason whatsoever at the Closing Time or the Option Closing Time, as the case may be, and (i) if the number of Default Securities does not exceed 10% of the number of the Shares or the Option Shares, as applicable, to be purchased hereunder on

such date, the other non-Refusing Underwriters (the "**Continuing Underwriters**") shall be obligated, each severally, and not jointly, nor jointly and severally, to purchase the Shares or the Option Shares, as applicable, which the Refusing Underwriter fails to purchase, in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligation of all Continuing Underwriters; or (ii) if the number of Default Securities exceeds 10% of the number of the Shares or the Option Shares, as applicable, to be purchased on such date, the Continuing Underwriters shall be entitled, at their option, to purchase all but not less than all of the Shares or the Option Shares, as applicable, which would otherwise have been purchased by the Refusing Underwriter on a *pro rata* basis according to the number of Shares (or Option Shares, if the Over-Allotment Option is exercised) to have been acquired by the Continuing Underwriters hereunder or on such other basis as the Continuing Underwriters may agree. If the Continuing Underwriters do not elect to purchase the balance of the Shares or the Option Shares, as applicable, pursuant to this subsection 18.3:

(a) the Continuing Underwriters shall not be obliged to purchase any of the Shares or the Option Shares, as applicable, that the Refusing Underwriter is obligated to purchase; and

(b) the Company will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Continuing Underwriters.

18.4 No action taken pursuant to this Section shall relieve any Refusing Underwriter from liability in respect of its default to the Company or to any Continuing Underwriter.

18.5 Nothing in this Section shall oblige the Company to sell to any or all of the Underwriters less than all of the aggregate amount of the Shares or the Option Shares (if any).

18.6 In the event of any such default which does not result in a termination of this Agreement, either the Underwriters or the Company shall have the right to postpone the Closing Date for a period not exceeding seven calendar days in order to effect any required changes to the Prospectus.

SECTION 19
NOTICES

19.1 Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication (a "**Communication**") that is or may be given or made hereunder shall be in writing addressed as follows:

(a) If to the Company, at:

Skylight Health Group Inc.
5045 Orbitor Dr. Building #11, Suite 4300
Mississauga, ON L4W 4Y4

Attention: Prad Sekar
Email prad.sekar@skylighthealthgroup.com

with a copy in the case of a Communication to the Company to:

Gardiner Roberts LLP
Bay Adelaide Centre - East Tower
22 Adelaide St W, Ste. 3600

Toronto, ON M5H 4E3

Attention: Kathleen Skerrett
Email: kskerrett@grllp.com

(b) If to the Underwriters, to:

Echelon Wealth Partners Inc.
1 Adelaide Street East, Suite 2100
Toronto, ON M5C 2V9

Attention: Peter Graham
Email: pgraham@echelonpartners.com

Beacon Securities Limited
66 Wellington St. West, Suite 4050
Toronto, Ontario M5K 1H1

Attention: Mario Maruzzo
Email: mmaruzzo@beaconsecurities.ca

PI Financial Corp.
3401 – 40 King Street West
Toronto, Ontario M5H 3Y2

Attention: Vay Tham
Email: vtham@pifinancialcorp.com

Mackie Research Capital Corp.
199 Bay Street, Suite 4500
Commerce Court West, Box 368
Toronto, Ontario M5L 1G2

Attention: Howard Katz
Email: hkatz@mackieresearch.com

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

Attention: Graham Saunders
Email: gsaunders@cgf.com

Raymond James Ltd.
40 King Street West, 54th Floor
Toronto, Ontario M5H 2Y2

Attention: Marwan Kubursi
Email: marwan.kubursi@raymondjames.ca

with a copy of any such notice (which shall not constitute notice to the Underwriters) to:

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Attention: Eric Foster
Email: eric.foster@dentons.com

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

19.2 Each Communication shall be personally delivered to the addressee or sent by e-mail to the addressee and a Communication which is personally delivered or e-mailed shall, if delivered before 5:00 p.m. (Toronto time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

SECTION 20
GOVERNING LAW

20.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

SECTION 21
TIME

21.1 Time shall be of the essence of this Agreement.

SECTION 22
HEADINGS

22.1 Headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

SECTION 23
SUCCESSORS AND ASSIGNS

23.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or arrangement) and permitted assigns and upon the heirs, executors, legal representatives, successors and permitted assigns of those for whom an Underwriter is contracting pursuant to Section 14. No party shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto.

SECTION 24
SEVERABILITY

24.1 If any provision of this Agreement is determined to be void or unenforceable in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agreement and shall be severable from this Agreement.

SECTION 25
PUBLIC ANNOUNCEMENTS

25.1 The Company agrees that it shall not make any public announcements regarding the transactions contemplated hereunder without the prior written consent of Echelon (on behalf of Underwriters), such consent not to be unreasonably withheld. The Company agrees that, following Closing, each of the Underwriters may place a “tombstone” and other advertisements relating to its role in connection with the Offering.

SECTION 26
MISCELLANEOUS

26.1 The parties shall be entitled to rely on delivery of a facsimile or PDF copy of this Agreement and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

26.2 This Agreement and the other documents referred to in this Agreement constitute the entire agreement between the Underwriters and the Company relating to the subject matter of this Agreement and supersede all prior agreements among those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement.

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

26.4 No waiver of any provision of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party’s failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

26.5 In connection with the distribution of the Offered Shares, the Underwriters may effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

26.6 The Company acknowledges that each Underwriter is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of their trading and brokerage activities, any Underwriter and/or any of its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.

26.7 The Company acknowledges and agrees that: (a) the purchase and sale of the Offered Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Underwriters; (b) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company; (c) no Underwriter has assumed an advisory or fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby or the process leading thereto (irrespective of whether an Underwriter has advised or is concurrently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; and (d) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that any Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

26.8 The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Underwriters in connection with this Agreement and its engagement hereunder are intended solely for the Company's benefit and the Company's internal use only with respect to the Offering and the Company agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the prior written consent of Echelon (on behalf of the Underwriters) in each specific instance. Any advice or opinions given by the Underwriters hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Underwriters, in their sole judgment, deem necessary or prudent in the circumstances. Each Underwriter expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Underwriters or any unauthorized reference to the Underwriters or this Agreement.

[***Signature page follows***]

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 same to the Underwriters.

Yours very truly,

ECHELON WEALTH PARTNERS INC.

By: (signed) "Peter Graham"
Name: Peter Graham
Title: Managing Director, Investment Banking

BEACON SECURITIES LIMITED

By: (signed) "Mario Maruzzo"
Name: Mario Maruzzo
Title: Managing Director, Investment Banking

PI FINANCIAL CORP.

By: (signed) "Vay Tham"
Name: Vay Tham
Title: Managing Director, Investment Banking

MACKIE RESEARCH CAPITAL CORP.

By: (signed) "Howard Katz"
Name: Howard Katz
Title: Managing Director, Investment Banking

CANACCORD GENUITY CORP.

By: (signed) "Graham Saunders"
Name: Graham Saunders
Title: Vice Chairman, Head of Origination

RAYMOND JAMES LTD.

By: (signed) "Marwan Kubursi"
Name: Marwan Kubursi
Title: Managing Director

The foregoing is hereby accepted on the terms and conditions therein set forth.

Dated as of the date first written above.

SKYLIGHT HEALTH GROUP INC.

By: (signed) “Pradyum Sekar”
Name: Pradyum Sekar
Title: Chief Executive Officer and Director

SCHEDULE A
FORM OF LOCK-UP AGREEMENT

LOCK-UP AGREEMENT

To: Echelon Wealth Partners Inc.
Beacon Securities Limited
PI Financial Corp. (collectively with Echelon Wealth Partners Inc. and Beacon Securities Limited, the "**Lead Underwriters**")
Mackie Research Capital Corp.
Canaccord Genuity Corp.
Raymond James Ltd. (collectively, the "**Underwriters**")

Re: Proposed Offering of Shares of Skylight Health Group Inc.

Ladies & Gentlemen:

Reference is made to the underwriting agreement dated December 15, 2020 (the "**Underwriting Agreement**") among the Underwriters and Skylight Health Group Inc. (the "**Company**") relating to the offering of 12,000,000 common shares in the capital of the Company (the "**Offered Shares**") at a purchase price of $1.00 per Offered Share for aggregate gross proceeds of $12,000,000 (collectively, the "**Offering**").

The undersigned recognizes that the Offering will benefit both the Company and the undersigned (as a shareholder of the Company) and acknowledges that the Underwriters are relying on the representations and covenants of the undersigned contained in this agreement (the "**Lock-Up Agreement**") in carrying out and completing the Offering.

As used herein, "**Locked-Up Securities**" means any common shares in the capital of the Company (the "**Common Shares**") or other equity securities of the Company (or securities convertible or exercisable into Common Shares or other equity securities) held, directly or indirectly, by the undersigned on the date hereof, including, for greater certainty, any Offered Shares issued to or purchased by the undersigned in the Offering.

In consideration of the foregoing, the undersigned will not, and will not permit any of his, her or its affiliates (as such term is defined in the *Securities Act* (Ontario)) to, directly or indirectly, without the consent of the Lead Underwriters (on behalf of the Underwriters), such consent not to be unreasonably withheld, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form or agreement or arrangement the consequence of which is to alter economic exposure to any Common Shares or other securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, or agree or publicly announce any intention to do any of the foregoing, in any manner whatsoever, at any time prior to 90 days after the closing of the Offering (the "**Lock-Up Period**").

The restrictions in the foregoing paragraph shall not apply to: (a) transfers to affiliates of the undersigned, or to any company, trust or other entity owned by or maintained for the benefit of the undersigned; (b) transfers occurring by operation of law or in connection with transactions as a result of the death of the undersigned, provided that in each of (a) and (b) above, that any such transferee shall first execute a lock-up agreement with the Underwriters in substantially the same form as this Lock-Up

Agreement with respect to the Locked-Up Securities for the remainder of the Lock-Up Period; or (c) transfers made pursuant to a *bona fide* take-over bid made to all holders of voting securities of the Company, or a similar acquisition or merger transaction, provided that in the event that such transaction is not completed, any Locked-Up Securities shall remain subject to the restrictions contained herein.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement and that, upon request, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof.

This Lock-Up Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Lock-Up Agreement shall not be assigned by the undersigned without the prior written consent of the Lead Underwriters (on behalf of the Underwriters).

This Lock-Up Agreement is irrevocable and will be binding on the undersigned and its respective successors, heirs, personal or legal representatives and permitted assigns.

(***signature page to follow***)

DATED this _____ day of _____, 2020.

_____
Print name of holder of Locked-Up Securities

By: _____
Authorized Signature

_____
Print Name of Signatory
(if different from holder of Locked-Up Securities)

_____
Title of Signatory
(if Signatory different from holder of Locked-Up Securities)

Number and type of securities of the
Company subject to this Lock-Up Agreement:

_____

_____

_____

SCHEDULE "B"
UNITED STATES OFFERS AND SALES

As used in this Schedule "B", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

(a) "**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, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;

(b) "**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

(c) "**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 on the Internet or in any newspaper, magazine or similar media or broadcast over radio, television, or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

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

(e) "**Qualified Institutional Buyer**" means a "qualified institutional buyer" as defined in Rule 144A;

(f) "**Regulation D**" means Regulation D adopted by the SEC under the 1933 Act;

(g) "**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act;

(h) "**Rule 144A**" means Rule 144A under the 1933 Act;

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

(j) "**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D;

(k) "**U.S. Affiliate**" means the U.S. registered broker-dealer affiliate of an Underwriter;

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

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

Representations, Warranties and Covenants of the Underwriters

Each Underwriter acknowledges that the Offered Shares have not been and will not be registered under the 1933 Act and the Offered Shares may be offered and sold only in transactions exempt from or not subject to the registration requirements of the 1933 Act and applicable U.S. state securities laws.

Each Underwriter represents, warrants and covenants to and with the Company, as at the date hereof, the Closing Date and any Option Closing Date, that:

1. It has not offered or sold, and will not offer or sell, any Offered Shares forming part of its allotment except (a) in an Offshore Transaction in accordance with Rule 903 of Regulation S or (b) in the United States or to U.S. pursuant to the exemption from the registration requirements of the 1933 Act provided by Rule 144A, and similar exemptions under applicable U.S. state securities laws, as provided in Section 2 through Section 4 below. Accordingly, none of the Underwriter, its affiliates or any person acting on any of their behalf, has made or will make (except as permitted in Section 2 through 4 below):

    (a) any offer to sell, or any solicitation of an offer to buy, any Offered Shares to, or for the account or benefit of, any person in the United States or any U.S. person;

    (b) any sale of Offered Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States and not a U.S. person, or such Underwriter, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States and not a U.S. person; or

    (c) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Shares, except with its U.S. Affiliate, any Selling Firm or with the prior written consent of the Company.

3. It shall require its U.S. Affiliate and each Selling Firm to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that its U.S. Affiliate and each Selling Firm complies with, the same provisions of this Schedule as apply to such Underwriter as if such provisions applied to its U.S. Affiliate and such Selling Firm.

4. All offers and sales of Offered Shares to, or for the account or benefit of, any person in the United States or any U.S. person, shall be made through its U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements. Its U.S. Affiliate is and will be, on the date of each offer or sale of Offered Shares to, or for the account or benefit of, a person in the United States or a U.S. person duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the laws of each state where such offers and sales are made (unless exempted from such state's registration requirements) and a member in good standing with the Financial Industry Regulatory Authority, Inc.

5. Offers and sales of Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons 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 1933 Act.

6. The Underwriter, acting through its U.S. Affiliate, has offered and will offer the Offered Shares to, or for the account or benefit of, persons in the United States and U.S. persons with respect to which the Underwriter or the U.S. Affiliate has a pre-existing business relationship. Offers to sell and solicitations of offers to buy the Offered Shares shall be made by the Underwriter through its U.S. Affiliate only to persons reasonably believed to be Qualified Institutional Buyers in

compliance with Rule 144A, and in each case in compliance with all applicable U.S. state securities laws.

7. All offerees of the Offered Shares that are, or are acting for the account or benefit of, persons in the United States or U.S. persons and all U.S. Purchasers shall be informed that the Offered Shares have not been and will not be registered under the 1933 Act and are being offered and sold to such persons in reliance on the exemptions from the registration requirements of the 1933 Act provided by Rule 144A and similar exemptions under applicable U.S. state securities laws.

8. Each offeree that is, or is acting for the account or benefit of, a person in the United States or a U.S. person, has been or shall be provided with the U.S. Offering Memorandum including the Prospectus. Each U.S. Purchaser will have received at or prior to the time of purchase of any Offered Shares the U.S. Offering Memorandum including the Prospectus.

9. Any offer, sale or solicitation of an offer to buy Offered Shares that has been made or will be made to, or for the account or benefit of, a person in the United States or a U.S. person, was or will be made only to Qualified Institutional Buyers in transactions that are exempt from registration under the 1933 Act pursuant to Rule 144A, and pursuant to similar exemptions under all applicable U.S. state securities laws.

10. At least one business day prior to the Closing Date, it will provide the transfer agent with a list of all U.S. Purchasers of the Offered Shares solicited by it through the U.S. Affiliate.

11. If it and its U.S. Affiliate made offers or sales of Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons, at Closing, together with its U.S. Affiliate, it will provide a certificate, substantially in the form of Exhibit A to this Schedule, relating to the manner of the offer and sale of the Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons. Failure to deliver such a certificate at Closing shall constitute a representation and warranty that neither it nor its U.S. Affiliate made offers or sales of Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons.

12. It will obtain from each U.S. Purchaser an executed copy of a U.S. QIB Purchaser Letter substantially in the form attached as Exhibit B to the U.S. Offering Memorandum from each U.S. Purchaser that is a Qualified Institutional Buyer.

13. None of the Underwriter, its affiliates or any person acting on any of any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer and sale of the Offered Shares.

14. Its U.S. Affiliate selling the Offered Shares to a U.S. Purchaser pursuant to Rule 144A is a Qualified Institutional Buyer.

Representations, Warranties and Covenants of the Company

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

1. The Company is a Foreign Issuer, and reasonably believes that there is, and at the Closing Time there will be, no Substantial U.S. Market Interest with respect to the Offered Shares or any other class of its equity securities.

2. The Company is not now and as a result of the sale of Offered Shares contemplated hereby 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.

3. None of the Company, any of its affiliates, or any person acting on any of their behalf (other than the Underwriters, their affiliates and any person acting on any of their behalf, as to 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 in any conduct involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act, in connection with the offer or sale of the Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons.

4. Except with respect to offers and sales in accordance with this Agreement (including this Schedule "B") to, or for the account or benefit of, persons in the United States or U.S. persons to Qualified Institutional Buyers in reliance upon the exemption from registration available under Rule 144A, none of the Company, its affiliates or any persons acting on any of their behalf (other than the Underwriters, their affiliates and any person acting on any of their behalf, as to which no representation, warranty or covenant is made) has offered or sold, or will offer or sell, any of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.

5. None of the Company, its affiliates or any person acting on its or their behalf (other than the Underwriters, their affiliates and any person acting on any of their behalf, as to which no representation, warranty or covenant is made) has taken or will take any action that would cause the exemption from the registration requirements of the 1933 Act provided by Rule 144A to become unavailable with respect to the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. persons or which would cause the exclusion from such registration requirements set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities in Offshore Transactions.

6. The Offered Shares are not, and as of the Closing Time will not be, and no securities of the same class as the Offered Shares are or will be (a) listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act, (b) quoted in a "U.S. automated inter-dealer quotation system," as such term is used in Rule 144A, or (c) convertible or exchangeable into or exercisable for securities so listed or quoted at an effective conversion or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than 10%.

7. The Company has not, for a period of six months prior to the commencement of the offering of Offered Shares, sold, offered for sale or solicited any offer to buy any of its securities in the United States or to U.S. persons in a manner that would be integrated with, and would cause the exemption provided by Rule 144A to become unavailable with respect to, the offer and sale of the Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons as contemplated by this Agreement.

8. In connection with resales of any of the Offered Securities, the Company agrees to furnish upon the request of a holder of any such securities or a prospective purchaser designated by any such holder the information required to be delivered under Rule144(d)(4) under the 1933 Act if at the time of such request the Company is not a reporting company under Section 13 or Section 15(d) of the U.S. Exchange Act or is not exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act..

EXHIBIT A
UNDERWRITER'S CERTIFICATE

In connection with the private placement of Offered Shares in the United States, the undersigned, being one of the several Underwriters referred to in the underwriting agreement dated as of December 15, 2020, among the Company and the Underwriters (the "**Underwriting Agreement**"), and the placement agent in the United States for such Underwriter (the "**U.S. Affiliate**"), do hereby certify that:

i. we acknowledge that the Offered Shares have not been and will not be registered under the 1933 Act, and may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. persons, except pursuant to the exemptions from the registration requirements of the 1933 Act provided by Rule 144A;

ii. the undersigned U.S. Affiliate of the Underwriter is on the date hereof, and was on the date of each offer and sale of Offered Securities made by it to, or for the account or benefit of, persons in the United States or U.S. persons, a duly registered broker or dealer under the United States Securities and Exchange Act of 1934, as amended, and the securities laws of each state in which an offer or sale of Offered Securities was made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc., and all offers and sales of Offered Securities to, or for the account or benefit of, persons in the United States or U.S. persons by or through the undersigned U.S. Affiliate have been and will be effected in accordance with all U.S. federal and state broker-dealer requirements;

iii. each offeree of Offered Securities that was, or was acting for the account or benefit of, a person in the United States or a U.S. person was provided with a copy of the U.S. Offering Memorandum, including the Prospectus, and each U.S. Purchaser: (a) was provided, prior to the Time of Closing, with a copy of the U.S. Offering Memorandum, including the Prospectus, and no other written material was used in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. person; and (b) executed and delivered to the Underwriters and the Company a U.S. QIB Purchaser Letter in the form attached as Exhibit A to the U.S. Offering Memorandum;

iv. immediately prior to our transmitting the U.S. Offering Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each U.S. Purchaser from us is a Qualified Institutional Buyer;

v. no form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the 1933 Act) was used by us, and we have not acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act, in connection with the offer or sale of Offered Shares to, or for the account or benefit of, persons in the United States or U.S. persons;

vi. neither we nor any of our affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Securities; and

vii. we have conducted the offering of Offered Securities in accordance with the terms of the Underwriting Agreement, including Schedule "B" thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule "B" thereto) unless otherwise defined herein.

Dated this _____ day of _____, 20___.

[NAME OF UNDERWRITER]

By: _____
Name: ●
Title: ●

[NAME OF U.S. AFFILIATE]

By: _____
Name: ●
Title: ●