AGENCY AGREEMENT -- SUBSCRIPTION RECEIPT OFFERING

June 30, 2015

Unique Resources Corp.
Suite 800 – 789 West Pender Street
Vancouver, British Columbia V6C 1H2

Attention: Mr. Daryl Cardey, Chief Financial Officer

Bee Vectoring Technology Inc.
48 Williams Street East
Caledon, Ontario, L7K 1N7

Attention: Michael Collinson, President

Dear Sirs:

Canaccord Genuity Corp. ("**Canaccord Genuity**" or the "**Agent**"), understands that Unique Resources Corp., (the "**Corporation**") proposes to raise funds through the issue and sale of not less than 12,400,000 subscription receipts of the Corporation (the "**Subscription Receipts**") at a price of $0.25 per Subscription Receipt (the "**Offering Price**") to qualifying subscribers (the "**Subscribers**") in the Selling Jurisdictions (as hereinafter defined) pursuant to exemptions from the prospectus requirements under Applicable Legislation (as hereinafter defined).

Subject to the terms and conditions hereof, the Agent hereby agrees to act as, and the Corporation, by its acceptance hereof, agrees to appoint the Agent as, the sole and exclusive agent of the Corporation to offer the Subscription Receipts to Subscribers. The Agent agrees to use its commercially reasonable efforts to secure subscriptions for the Subscription Receipts, provided that the Agent shall not be under any obligation to purchase any of the Subscription Receipts as principal, although the Agent may subscribe for Subscription Receipts if it so desires.

In addition, the Corporation hereby grants to the Agent an option (the "**Over-allotment Option**") to solicit for purchase and sale 3,600,000 additional subscription receipts (the "**Over-allotment Subscription Receipts**"), such option exercisable up to 48 hours in advance of the Closing Time (as hereinafter defined). The Subscription Receipts and the Over-allotment Subscription Receipts are hereafter collectively referred to as the "**Offered Subscription Receipts**" and the offering of the Offered Subscription Receipts by the Corporation is hereafter referred to as the "**Offering**".

The Agent further understands that the Corporation, Bee Vectoring Technology Inc. ("**BVT**") and the shareholders and convertible security holders of BVT ("**BVT Shareholders**") have entered into the Share Exchange Agreement (as hereinafter defined) pursuant to which the parties thereto intend to effect a reverse take-over transaction whereby, among other things, the Corporation will complete the Consolidation (as hereinafter defined), the Name Change (as hereinafter defined) and BVT will become a wholly owned subsidiary of the Corporation. The

Offering is being completed in conjunction with the transaction as contemplated under the Share Exchange Agreement.

Each Offered Subscription Receipt will entitle the holder:

(a) provided the Release Notice (as defined herein) is delivered to the Escrow Agent (as defined herein) prior to the Release Deadline (as defined herein), to receive without the payment of any additional consideration and without any further action on the part of the holder, one Share (as defined herein); or

(b) if the Release Notice is not delivered to the Escrow Agent prior to the Release Deadline or the Share Exchange Agreement is validly terminated by either party in accordance with its terms, to receive an amount equal to the amount of the full subscription amount corresponding to such holder's Offered Subscription Receipts, together with such holder's *pro rata* portion of the interest earned thereon (net of any withholding taxes), if any, all in a manner and on the terms and conditions set out in the Subscription Receipt Agreement (as defined herein).

The Escrowed Funds (as defined herein) will be held by the Escrow Agent and invested in short-term obligations of, or guaranteed by, the Government of Canada or invested on deposit in a trust account of the Escrow Agent (and other approved investments) pending satisfaction of the Escrow Release Condition (as defined herein). If the Escrow Release Condition is not satisfied on or before the Release Deadline or the Share Exchange Agreement is validly terminated in accordance with its terms, the Escrow Agent will return to holders of Subscription Receipts, an amount equal to the subscription amount for each Subscription Receipt held, and each holder's *pro rata* entitlement to the interest that has accrued on the Escrowed Funds as provided for and in accordance with the Subscription Receipt Agreement and the Subscription Receipts will be cancelled and be void and of no further force or effect. If the Escrow Release Condition has been satisfied on or prior to the Release Deadline, the Corporation shall deliver the Release Notice to the Escrow Agent and the Escrow Agent shall release the Escrowed Funds less the Agent's Escrowed Amounts (as hereinafter defined) to the Corporation and Agent's Escrowed Amounts to the Agent, all in accordance with the Subscription Receipt Agreement.

The additional terms and conditions of this agency agreement (the "**Agreement**") are set forth below.

1. DEFINITIONS

In this Agreement:

(a) "**Agent's Escrowed Amounts**" means the portion of the Escrowed Funds to satisfy the Agent's Expenses, the Agent's Fee and the Corporate Finance Cash Fee plus any interest accrued on such amounts while the Escrowed Funds are held in escrow pursuant to the Subscription Receipt Agreement;

(b) "**Agent's Expenses**" has the meaning set forth in section 14;

(c) "**Agent's Fee**" means the cash fee which is set out in section 4.1 of this Agreement and which is payable by the Corporation to the Agent in consideration of the services performed by the Agent under this Agreement;

(d) "**Agent's Warrants**" means the share purchase warrants of the Corporation which will be issued to the Agent or any members of the selling group;

(e) "**Agent's Warrant Shares**" means the post-consolidated common shares in the capital of the Corporation issuable on due exercise of the Agent's Warrants;

(f) "**Applicable Legislation**" means the securities acts in the Selling Jurisdictions in Canada, together with all the regulations and rules made and promulgated thereunder and all administrative policy statements, instruments, blanket orders and rulings, notices and administrative directions issued by the Commissions;

(g) "**Business Combination**" means the acquisition by the Corporation of all the issued and outstanding securities of BVT pursuant to the terms and conditions of the Share Exchange Agreement;

(h) "**Business Day**" means any day other than a Saturday, Sunday or a day that chartered banks in the City of Toronto are not generally open for business;

(i) "**Closing**" means the completion of the issue and sale by the Corporation and the Purchase by the Subscribers of the Offered Subscription Receipts pursuant to the Subscription Agreements completed by the Subscribers;

(j) "**Closing Date**" means the date on which the Closing takes place as may be agreed to between the Corporation and the Agent;

(k) "**Closing Time**" means 9:00 am (Toronto Time) on the Closing Date or such other time as the Corporation and the Agent may agree;

(l) "**Commissions**" means the securities commission or equivalent regulatory authority in the Selling Jurisdictions in Canada;

(m) "**Consolidation**" means the consolidation of the common shares of the Corporation on a 2.4 old for 1 new basis;

(n) "**Corporate Finance Fee**" means the fee payable to the Agent in consideration for its corporate finance structuring services, being comprised of the Corporate Finance Cash Fee, the Corporate Finance Shares and 60,000 Agent's Warrants;

(o) "**Corporate Finance Cash Fee**" means the cash portion of the Corporate Finance Fee in the amount of $115,000 to be paid by the Corporation to the Agent;

(p) "**Corporate Finance Shares**" means the 320,000 post-Consolidation common shares of the Corporation issued to the Agent in partial satisfaction of the Corporate Finance Fee;

(q) "**Corporate Presentation"** means the corporate presentation prepared by the Corporation and provided to the Agent describing the Corporation and its business and affairs;

(r) "**Disclosure Record**" means the Corporation's annual reports, financial statements, annual information forms, information circulars, material change reports, technical reports, press releases, the Filing Statement and all documents

filed and information filed by the Corporation under Applicable Legislation and filed from time to time on SEDAR;

(s) "**Due Diligence Session**" has the meaning in section 3.1;

(t) "**Escrow Agent**" means Equity Financial Trust Company in its capacity as escrow agent under the Subscription Receipt Agreement;

(u) "**Escrow Release Condition**" means the occurrence of all of the events set forth in the Subscription Receipt Agreement which are conditions to the release of the Escrowed Funds upon concurrent completion of the Business Combination and the conversion of the Subscription Receipts into Shares;

(v) "**Escrow Release Date**" means the date on which the Escrowed Funds are released pursuant to the delivery to the Escrow Agent of the Release Notice;

(w) "**Escrowed Funds**" means the aggregate gross proceeds from the sale of the Offered Subscription Receipts held in escrow pursuant to the Subscription Receipt Agreement;

(x) "**Exchange**" means the TSX Venture Exchange Inc.;

(y) "**Exchange Policies**" means the rules and policies of the Exchange;

(z) "**Filing Statement**" means the filing statement dated May 29, 2015 of the Corporation together with all appendices thereto, and filed with the Exchange and on SEDAR;

(aa) "**Material Change**" has the meaning defined in the Applicable Legislation;

(bb) "**Material Fact**" has the meaning defined in the Applicable Legislation;

(cc) "**Name Change**" means the change of the name of the Corporation to "Bee Vectoring Technologies International Inc."

(dd) "**Offering**" means the offering of the Offered Subscription Receipts as described in this Agreement;

(ee) "**Offering Price**" means $0.25 per Subscription Receipt;

(ff) "**President's List"** means the list of potential subscribers to the Offering provided by the Issuer to the Agent and as agreed to by the Issuer and the Agent;

(gg) "**Regulation S**" means Regulation S promulgated under the *Securities Act of 1933* (United States), as amended;

(hh) "**Regulatory Authorities**" means the Commissions and the Exchange;

(ii) "**Release Deadline**" means 5:00 p.m. (Toronto time) on September 28, 2015 or such other date and time as may be reasonably agreed to by the Corporation, BVT and the Agent;

(jj) "**Release Notice**" means a notice substantially in the form to be set forth as a schedule to the Subscription Receipt Agreement, executed by the Corporation and acknowledged by the BVT and the Agent certifying that the Escrow Release Condition has been satisfied;

(kk) "**Securities**" means the Offered Subscription Receipts, the Shares, the Agent's Warrants, the Agent's Warrant Shares and the Corporate Finance Shares;

(ll) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval at www.sedar.com;

(mm) "**Selling Jurisdictions**" means the provinces of Canada, other than Québec, as may be agreed to by the Corporation and the Agent; the United States; and in certain "offshore" jurisdictions outside Canada and the United States as may be agreed to by the Corporation and the Agent;

(nn) "**Shares**" means the post-consolidation common shares in the capital of the Corporation;

(oo) "**Share Exchange Agreement**" means the share exchange agreement dated May 29, 2015, among the Corporation, BVT and the BVT Shareholders and all amendments thereto, providing for, among other things, the Business Combination;

(pp) "**Subscribers**" means the purchasers of Offered Subscription Receipts;

(qq) "**Subscription Agreement**" means the subscription agreement to be entered into between the Corporation, BVT and Subscribers of Offered Subscription Receipts pursuant to the Offering in the form consented to by the Corporation, BVT and the Agent, as may be amended from time to time;

(rr) "**Subscription Receipt Agreement**" means the subscription receipt agreement entered into among the Corporation, BVT, the Agent and the Escrow Agent;

(ss) "**Subscription Receipts**" means the subscription receipts of the Corporation offered pursuant to this Agreement; and

(tt) "**Warrant Transfer Agreement**" means the agreement entered into among Michael Collinson, Jim Molyneux, Patrick Molyneux, David Deslauriers, Michael Deslauriers and certain holders of UQ Warrants (as such term is defined in the Filing Statement), dated as of June 30, 2015;

2. OFFERING OF THE SUBSCRIPTION RECEIPTS

2.1 The Subscription Receipts will be duly and validly created and issued pursuant to the terms of the Subscription Receipt Agreement and will bear a legend or legends in accordance with the Applicable Legislation.

2.2 Subject to the conditions contained herein, the Agent covenants and agrees that the subscription funds received from the sale of the Offered Subscription Receipts to Subscribers will be deposited with the Escrow Agent at the Closing Time pursuant to the terms of the Subscription Receipt Agreement.

2.3 The Corporation and BVT covenant that immediately following the issuance of the Shares on conversion of the Offered Subscription Receipts, the Corporation, BVT and the shareholders of BVT will immediately effect the Business Combination.

3. DUE DILIGENCE REVIEW

3.1 The Corporation and BVT shall allow the Agent the opportunity to conduct required due diligence and to obtain, acting reasonably, satisfactory results therefrom and in particular, the Corporation and BVT shall allow the Agent and its counsel to conduct all due diligence which the Agent may reasonably require to satisfy its obligations as registrants and in order for the Agent to provide the Exchange with a confirmation pursuant to Exchange Policy 2.2, section 3.4(a)(ii)(B)(II) and, in this regard, without limiting the scope of the due diligence inquiries the Agent may conduct, each of the Corporation and BVT shall make available its senior management, directors and legal counsel and its auditors to answer any questions which the Agent may have and to participate in one or more due diligence sessions to be held prior to the Closing Date (all of such sessions referred to as the "**Due Diligence Session**").

4. AGENT'S FEE

4.1 In consideration for their services in connection with the Offering, the Corporation agrees to pay the Agent a cash fee equal to 8.0% of the gross proceeds of the Offering from subscriptions from persons not listed on the President's List (the "**Agent's Fee**") plus earned interest on the amount of the Agent's Fee held in escrow payable to the Agent on the Escrow Release Date from the Escrowed Funds pursuant to the Subscription Receipt Agreement.

4.2 In addition to the Agent's Fee, the Corporation also agrees to issue and deliver to the Agent on the Escrow Release Date certificates representing that number of Agent's Warrants, being equal to 8.0% of the Offered Subscription Receipts sold under the Offering from subscriptions from persons not listed on the President's List. Such Warrants will be exercisable up to 36 months from the Escrow Release Date at the exercise price of $0.25 per Agent's Warrant Share.

4.3 The Corporation covenants that the certificates representing the Agent's Warrants will, among other things, include provisions for the appropriate adjustment in the class, number and price of the Agent's Warrant Shares issued upon exercise of the Agent's Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the common shares and the payment of stock dividends.

4.4 In payment of the Corporate Finance Fee, the Corporation agrees to pay the Agent the Corporate Finance Cash Fee plus earned interest on the amount of the Corporate Finance Cash Fee held in escrow payable to the Agent on the Escrow Release Date from the Escrowed Funds pursuant to the Subscription Receipt Agreement. The Corporation also agrees to issue and deliver to the Agent on the Escrow Release Date, the certificates representing the Corporate Finance Shares and 60,000 additional Agent's Warrants. The Agent's Warrants issued in payment of the Corporate Finance Fee will have same terms as described in section 4.2.

4.5 For greater certainty, the services provided by the Agent in connection herewith will not be subject to the Goods and Services Tax or Harmonized Sales Tax ("**GST**") provided for in the Excise Tax Act (Canada) and taxable supplies provided will be incidental to the exempt financial services provided. However, in the event that the Canada Revenue Agency determines that

GST provided for in the Excise Tax Act (Canada) is exigible on the Agent's Fee or Corporate Finance Fee, the Corporation agrees to pay the amount of GST forthwith upon the request of any of the Agent.

5. OFFERING RESTRICTIONS

5.1 Except as provided in Section 5.2, the Agent will only sell the Offered Subscription Receipts to persons who represent themselves as being:

(a) persons purchasing as principal; and

(b) qualified to purchase the Subscription Receipts under exemptions from the prospectus requirements under Applicable Legislation.

5.2 The Offered Subscription Receipts may be offered by the Agent through its U.S. Affiliate and sold by the Corporation in the United States or to, or for the account or benefit of, persons in the United States only in a private placement transaction to U.S. Accredited Investors in accordance with United States securities laws and the provisions of Schedule "A" to this Agreement. The Agent and the Corporation acknowledge that Schedule "A" forms part of this Agreement.

5.3 Except as provided in Schedule "A" hereto in relation to offers and sales of the Offered Subscription Receipts in the United States and to, or for the account or benefit of, persons in the United States, the Agent agrees that at the time any buy order for the Offered Subscription Receipts is placed by clients of the Agent, the buyer will be outside the United States, not purchasing for the account or benefit of a person in the United States, or the Agent and all persons acting on their behalf will reasonably believe that the buyer is outside the United States and is not purchasing for the account or benefit of a person in the United States.

5.4 The Private Placement has not been and will not be advertised in any way.

5.5 No selling or promotional expenses will be paid or incurred in connection with the Private Placement, except for professional services or for services performed by a registered dealer.

6. SUBSCRIPTIONS

The Agent will obtain from each Subscriber introduced by the Agent, and deliver to the Corporation, on or before the Closing duly completed and signed Subscription Agreements in respect of the Offered Subscription Receipts.

7. FILINGS WITH THE REGULATORY AUTHORITIES

7.1 The Corporation represents that it has received conditional acceptance from the Exchange in connection with the Business Combination and such acceptance includes conditional acceptance of the Exchange of the Offering hereunder.

7.2 Within 10 days of Closing of the Offering, the Corporation will:

(a) file with the Commissions the reports of exempt distribution required to be filed by the Applicable Legislation in connection with the Offering, in the required form; and

(b) provide the Agent's solicitor and BVT's solicitor with copies of the report or reports.

8. CONDITIONS OF CLOSING

8.1 The obligations of the Agent hereunder shall be conditional upon receiving at the Closing Time:

(a) a legal opinion of the Corporation's counsel (addressed to the Agent, their counsel, BVT and their counsel and the Subscribers), in form and substance satisfactory to the Agent and its counsel, acting reasonably, with respect to such matters as the Agent may reasonably request relating to the Share Exchange Agreement, the Warrant Transfer Agreement, the Offering, the issuance and sale of the Offered Subscription Receipts and the issuance of the Shares and Agent's Warrants, including, without limitation, the legal matters relating to the Corporation and the transactions contemplated hereby, including compliance with Applicable Legislation as the Agent and its counsel may reasonably request;

(b) a legal opinion of BVT's counsel (addressed to the Agent, its counsel, the Corporation, their counsel and the Subscribers) in form and substance satisfactory to the Agent and its counsel with respect to BVT, the Share Exchange Agreement, the Warrant Transfer Agreement and as to such other legal matters as the Agent or Agent's Counsel may reasonably request;

(c) a legal opinion of BVT's intellectual property counsel (addressed to the Agent, its counsel and the Subscribers) in form and substance satisfactory to the Agent and its counsel with respect to the ownership and status of the patent applications of BVT as set forth in the Filing Statement and as to such other legal matters as the Agent or Agent's Counsel may reasonably request;

(d) a certificate of the Corporation dated the Closing Date, addressed to the Agent and its counsel, BVT and their counsel, and signed on the Corporation's behalf by at least two senior officers of the Corporation, acceptable to the Agent, acting reasonably, certifying that:

(i) the Corporation has complied with and satisfied in all material respects all covenants, terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(ii) the representations and warranties of the Corporation set forth in this agreement are true and correct in all material respects at the Closing Time, as if made at such time, except where any representation or warranty speaks of a specific date, in which case such representation or warranty is true and correct as of that date; and

(iii) no event of the nature referred to in paragraphs 11.1(a), 11.1(e), or 11.1(f) in relation to the Corporation has occurred or to the knowledge of such officers is pending, contemplated or threatened;

(e) a certificate of BVT dated the Closing Date, addressed to the Agent and its counsel and the Corporation and their counsel and signed on BVT's behalf by at

least two senior officers of BVT, acceptable to the Agent, acting reasonably, certifying that:

(i) BVT has complied with and satisfied in all material respects all covenants, terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(ii) the representations and warranties of BVT set forth in this Agreement are true and correct in all material respects at the Closing Time, as if made at such time, except where any representation or warranty speaks of a specific date, in which case such representation or warranty is true and correct as of that date; and

(iii) no event of the nature referred to in subparagraphs 11.1(a), 11.1(e), or 11.1(f), in relation to BVT has occurred or to the knowledge of such officers is pending, contemplated or threatened;

(f) evidence satisfactory to the Agent that all necessary approvals have been obtained for the issuance of the Offered Subscription Receipts and the issuance and listing of the Shares, Agent's Warrant Shares and Corporate Finance Shares on the Exchange, subject only to the filing of required documents;

(g) executed copies of the Share Exchange Agreement in form and substance reasonably satisfactory to the Agent and the Agent's Counsel;

(h) executed copies of the Subscription Receipt Agreement in form and substance reasonably satisfactory to the Agent and the Agent's Counsel; and

(i) such other documents and certificates as the Agent may request, acting reasonably.

8.2 The obligations of the Agent hereunder shall be conditional upon:

(a) the Agent having completed due diligence with respect to the Business Combination, including the business, management and properties of the Corporation and BVT, to the satisfaction of the Agent, acting reasonably;

(b) receipt of all required regulatory approvals for or acceptance of the Offering; and

(c) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the Offering, other than the trade halt announced March 12, 2015, as a result of the announcement of the Business Combination.

9. CLOSING

9.1 The Closing shall be completed at the Closing Time at the offices of the Corporation's counsel in Vancouver, British Columbia or at such other place as the Corporation, BVT and the Agent may agree. Subject to the conditions set forth in section 8, the Agent, on the Closing Date, shall deliver to the Escrow Agent, by wire transfer or certified cheque, the gross proceeds from the sale of the Offered Subscription Receipts sold against delivery by the Corporation of:

(a) the opinions, certificates and documents referred to in section 8.1;

(b) definitive certificates or evidence of book-entry registration, as requested by the Lead Agent, representing, in the aggregate, all of the Offered Subscription Receipts registered in the name of CDS & Co. or in such name or names as the Agent shall notify the Corporation in writing not less than 24 hours prior to the Closing Time.

10. MATERIAL CHANGES

The Corporation and BVT agree that if before the Closing Time, a Material Change, or a change in a Material Fact, occurs in relation to either the Corporation or BVT, the Corporation or BVT will:

(a) as soon as practicable notify the Agent in writing, setting forth the particulars of such change;

(b) if required by Applicable Legislation, as soon as practicable, issue and file with the Regulatory Authorities a press release that is authorized by a senior officer disclosing the nature and substance of the change;

(c) if required by Applicable Legislation, as soon as practicable file with the Commissions the report required by the applicable securities legislation and in any event no later than 10 days after the date on which the change occurs;

(d) if required by the Exchange, as soon as practicable file with the Exchange an amendment to the Filing Statement; and

(e) provide copies of that press release, when issued, and that report, when filed, to the Agent and its solicitor.

11. TERMINATION

11.1 In addition to any other remedies which may be available to the Agent, the Agent shall be entitled, at its option, to terminate and cancel, without any liability on such Agent's part, the Agent's obligations under this Agreement by written notice to the Corporation, if, prior to the Closing Time on the Closing Date:

(a) an adverse Material Change, or an adverse change in a Material Fact relating to any of the Securities, occurs or is announced by the Corporation or BVT;

(b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets, or the business of the Corporation or BVT or the ability of the Agent to perform its obligations under this Agreement, or a Subscriber’s decision to purchase the Offered Subscription Receipts;

(c) following a consideration of the history, business, products, property or affairs of the Corporation and BVT and their principals and promoters, or of the state of the financial markets in general, or the state of the market for the Corporation’s securities in particular, the Agent determines, in its sole discretion, that it is not in

the interest of the Subscribers to complete the purchase and sale of the Offered Subscription Receipts;

(d) the Offered Subscription Receipts cannot, in the opinion of the Agent, be profitably or successfully marketed due to the state of the financial markets, or the market for the Offered Subscription Receipts in particular;

(e) any inquiry, investigation (whether formal or informal) or other proceeding in relation to either the Corporation or BVT or any of its directors or senior officers is announced, commenced or threatened by any Commission or similar regulatory authority or any other competent authority or any order is issued under or pursuant to any statute of Canada or of any of the provinces of Canada, or any other applicable law or regulatory authority, or there is any change of law, regulation or policy or the interpretation or administration thereof, which, in the reasonable opinion of the Agent, operates to materially prevent or restrict the marketability of or trading in the Shares or the distribution of the Offered Subscription Receipts and which has not been rescinded, revoked or withdrawn;

(f) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in the securities of either the Corporation or BVT is made by a competent regulatory authority and that order is still in effect other than the trade halt announced March 12, 2015, as a result of the announcement of the Business Combination;

(g) either the Corporation or BVT is in breach of any material term of this Agreement; or

(h) the Agent determines that any material representation or warranty made by either the Corporation or BVT in this Agreement is false or has become false.

11.2 All representations, warranties, covenants, terms and conditions of this Agreement shall be construed as conditions, and any material breach or failure to comply with any such representation, warranty, covenant, term or condition shall entitle the Agent to terminate its obligation to distribute the Offered Subscription Receipts by written notice to that effect given to the Corporation and BVT, prior to the Closing Date. The Agent may waive in whole or in part any breach of, default under or non-compliance by the Corporation or BVT with, any representation, warranty, covenant, term or condition hereof, or extend the time for compliance therewith, without prejudice to any of their rights in respect of any other representation, warranty, covenant, term or condition hereof, or any other breach of, default under or non-compliance with any other representation, warranty, covenant, term or condition hereof, provided that any such material waiver or extension shall be binding on the Agent only if it is in writing and signed by the Agent.

12. WARRANTIES, REPRESENTATIONS AND COVENANTS

12.1 BVT warrants and represents to and covenants with the Agent that:

(a) it has no subsidiaries;

(b) BVT is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdictions in which it is incorporated;

(c) BVT is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction, except where the failure to be so registered or licenced would not constitute an adverse Material Change or an adverse Material Fact, and are not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) each of this Agreement, the Share Exchange Agreement, the Warrant Transfer Agreement and the Subscription Receipt Agreement constitutes a legal and binding obligation of BVT and is enforceable against BVT in accordance with its terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law;

(e) BVT has full corporate power and authority to carry on its business as now carried on by it and BVT has full corporate power and authority to undertake the Offering and this Agreement has been duly authorized by all necessary corporate action on the part of BVT;

(f) BVT's minute books or records contain all records of the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception and are complete and accurate in material respects;

(g) as of the date hereof, the authorized capital of BVT consists of an unlimited number of common shares and 189 common shares are issued and outstanding as fully paid and non-assessable and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued common shares or any other security convertible into or exchangeable for any such shares, or to require BVT to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than as disclosed in the Filing Statement;

(h) the Filing Statement contains full, true and plain disclosure of all Material Facts in relation to BVT, its assets, business and its securities, contains no misrepresentations (as such term is defined in the Applicable Legislation), is accurate in all material respects and omits no fact, the omission of which will make such representations misleading or incorrect;

(i) the stage of development and testing of the BVT System (as such term is defined in the Filing Statement) is fairly and accurately disclosed in the Filing Statement;

(j) the Corporate Presentation does not contain any misrepresentations (as such term is defined in the Applicable Legislation) and contains information that is accurate and not misleading;

(k) except as qualified by the Filing Statement, BVT is the legal and beneficial owner of the properties, business and assets or the interests in the properties, business or assets as referred to in the Filing Statement, all material agreements by which BVT holds an interest in a property, business or assets (including all assignments related to its intellectual property) are enforceable and in good standing according to their terms and there are no mortgages, liens, charges,

encumbrances or any other interests in or on such properties or assets other than as disclosed in the Filing Statement;

(l) the financial statements filed with the Exchange or supplied by BVT to the Agent in connection with the Offering and the Business Combination have been prepared in accordance with International Financial Reporting Standards ("IFRS"), present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of BVT as of the date thereof, and there have been no material adverse changes in the financial position of BVT since the date thereof and the business of BVT has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

(m) the auditors of BVT who audited the financial statements of BVT for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the auditors of BVT;

(n) BVT has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Legislation in relation to the issue and trading of its securities and in all matters relating to the Offering;

(o) BVT is in material compliance with all applicable laws, regulations and statutes (including all employment laws and regulations) in the jurisdictions in which it carries on business and which may materially affect BVT, and BVT has not received a notice of non-compliance, nor knows of, any threatened notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change to any applicable law or regulation or governmental position that would materially adversely affect the business of BVT or the business or legal environment under which BVT operates;

(p) all material employment or consulting services agreements to which BVT is a party and all termination, severance, change of control, bonus or retention agreements, plans or policies of BVT have been accurately disclosed in the Filing Statement;

(q) there is not any Material Change or change in any Material Fact relating to BVT which has not been disclosed to the Agent and, if required by Applicable Legislation, to the public;

(r) other than with respect to the loan outstanding to CT Developers Ltd. ("**CT Developers**") which is described in the Filing Statement, BVT is not, nor to the best of BVT's knowledge, any other person, is in material default in the observance of performance of any terms, covenants, obligations to be performed by BVT or such other person under any instrument, document, agreement, or arrangement (including memorandums of understanding or joint venture agreements) to which BVT is a party or otherwise bound and all such instruments, contracts, agreements, or arrangements (including memorandums of understanding or joint venture agreements) are in good standing and no event has occurred which with notice or lapse of time or both would constitute such a

default by BVT or, to the best of BVT's knowledge, any other party except where any such default would not result in an adverse Material Change or constitute an adverse Material Fact in respect of BVT;

(s) the entering into of this Agreement, the Share Exchange Agreement, the Warrant Transfer Agreement, the Subscription Receipt Agreement and the issue and sale of the Securities by the Corporation and the Agent, as applicable, does not and will not conflict with, and does not and will not result in a breach of, or constitute a default under (A) any statute, rule or regulation applicable to BVT including, without limitation, the Applicable Legislation; (B) the constating documents, by-laws or resolutions of BVT which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which BVT is a party or by which it is bound, including any shareholders agreements; or (D) any judgment, decree or order binding BVT or the property or assets of BVT;

(t) BVT is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of BVT's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(u) other than making formal demand for payment, neither CT Developers nor any other creditor of BVT has taken any action or initiated any proceeding to enforce any claims against the assets of BVT;

(v) there are no judgments against BVT which are unsatisfied, nor are there any consent decrees or injunctions to which BVT is subject;

(w) BVT has filed all federal, provincial, local and foreign tax returns which are required to be filed by it, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any other similar amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable, other than non-material amounts or those being contested in good faith and for which adequate reserves have been provided;

(x) BVT has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of BVT except for taxes not yet due, and there are no audits of any of the tax returns of BVT which are known by BVT's management to be pending, and there are no claims which have been or, to the knowledge of BVT's management, may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of BVT, taken as a whole;

(y) BVT owns or possesses adequate rights to use all material patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and other intellectual property necessary for the business of BVT now conducted and proposed to be conducted within the Filing Statement, without any conflict with or infringement of the rights of others;

(z) BVT has received no communication alleging that BVT has violated or, by conducting its business as proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity;

(aa) BVT is not aware of others having infringed or misappropriated any intellectual property rights of BVT and has not sent any notices to any others that the activities of such others infringe or misappropriate the intellectual property rights of BVT;

(bb) other than as disclosed in the Filing Statement, BVT does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act* (Canada));

(cc) the responses provided by BVT during the Due Diligence Sessions are true and correct in all material respects as at the time such responses are given and such responses taken as a whole shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given;

(dd) BVT has not, directly or indirectly:

(i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction except as otherwise permitted under applicable law; or

(ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to BVT and their respective operations and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation;

(ee) the operations of BVT are and have been conducted at all times in compliance with all applicable anti-money laundering laws, regulations, rules and guidelines in its jurisdiction of incorporation and in each other jurisdiction in which such entity, as the case may be, conducts business (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving BVT with respect to any of the Money Laundering Laws is pending or, to the best of BVT's knowledge, threatened or contemplated; and

(ff) other than the Agent, no person, firm or corporation acting or purporting to act at the request of BVT is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein.

12.2 The Corporation warrants and represents to and covenants with the Agent that:

(a) the Corporation has no subsidiaries;

(b) the Corporation is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated;

(c) the Corporation is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of those jurisdictions, except where the failure to be so registered or licenced would not constitute an adverse Material Change or an adverse Material Fact in respect of the Corporation, and it is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) this Agreement constitutes a legal and binding obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law;

(e) the Corporation has full corporate power and authority to carry on the business as now carried on by it, and subject to the shareholder approval necessary in order for the Corporation to undertake the Business Combination, this Agreement has been duly authorized by all necessary corporate action on the part of the Corporation;

(f) the Corporation will reserve or set aside sufficient common shares in its treasury to issue the Shares, the Corporate Finance Shares and the Agent's Warrant Shares and all such shares will be duly and validly issued as fully paid and non-assessable;

(g) all of the material transactions of the Corporation have been properly recorded or filed in its books or records and its minute books or records contain all records of the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception;

(h) as of the date hereof, the authorized capital of the Corporation consists of an unlimited number of common shares without par value, of which 14,454,148 common shares are issued and outstanding as fully paid and non-assessable (before the Consolidation) and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued common shares in the capital of the Corporation or any other security convertible into or exchangeable for any such shares, or to require the Corporation to purchase, redeem or otherwise acquire any of the issued and outstanding common shares in its capital other than as set out in the Filing Statement;

(i) other than as disclosed in the Filing Statement, no person, firm or corporation acting or purporting to act at the request of the Corporation is entitled to any brokerage, agency or finder's fee in connection with the Business Combination or the Offering;

(j) the Corporation is a "reporting issuer" in the Provinces of Alberta and British Columbia within the meaning of the Applicable Legislation and is not in default of any of the requirements of the Applicable Legislation or any of the administrative policies or notices of the Regulatory Authorities;

(k) the Corporation has and will have filed all documents that are required to be filed under the continuous disclosure provisions of the Applicable Legislation, including annual and interim financial information and annual reports, press releases disclosing Material Changes and material change reports; the financial statements filed with the Exchange or supplied by the Corporation to the Agent in connection with the Business Combination have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Corporation as of the date thereof, and there have been no adverse material changes in the financial position of the Corporation since the date thereof and the business of the Corporation has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

(l) the Corporation is not in material default of any of the requirements of the Applicable Legislation or any of the administrative policies or notices of the Regulatory Authorities;

(m) other than the trading halt imposed in connection with the Business Combination, no order ceasing, halting or suspending trading in securities of the Corporation nor prohibiting the sale of such securities has been issued to and is outstanding against the Corporation, or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;

(n) the Filing Statement contains full, true and plain disclosure of all Material Facts in relation to the Corporation, its assets, business and its securities, contains no misrepresentations (as such term is defined in the Applicable Legislation), is accurate in all material respects and omits no fact, the omission of which would make such representations misleading or incorrect;

(o) the Disclosure Record does not contain any misrepresentations (as such term is defined in the Applicable Legislation) as of the date of the relevant document in the Disclosure Record and all financial, marketing, sales and operational information provided to the Agent do not contain any misrepresentations and contain information that is accurate and not misleading;

(p) the auditors of the Corporation who audited the financial statements of the Corporation for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the auditors of the Corporation;

(q) the Corporation has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Legislation in relation to the issue and trading of its securities;

(r) there is not presently any adverse Material Change or an adverse material change in any Material Fact relating to the Corporation which has not been fully disclosed to the Agent and the public;

(s) the Corporation is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Corporation's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(t) neither the Corporation, nor to the best of the Corporation's knowledge, any other person, is in material default in the observance or performance of any terms, covenants, or obligations to be performed by the Corporation or such other person under any instrument, document, agreement, or arrangement (including memorandums of understanding or joint venture agreements) to which the Corporation is a party or otherwise bound and all such instruments, contracts, agreements, or arrangements (including memorandums of understanding or joint venture agreements) are in good standing and no event has occurred which with notice or lapse of time or both would constitute such a default by the Corporation or, to the best of the Corporation's knowledge, any other party, except to the extent that any such default would not constitute an adverse Material Change or an adverse Material Fact in respect of the Corporation;

(u) the entering into of this Agreement and the Share Exchange Agreement, the Warrant Transfer Agreement, the Subscription Receipt Agreement and the Subscription Agreement by the Corporation does not and will not conflict with, and does not and will not result in a breach of, or constitute a default under (A) any statute, rule or regulation applicable to the Corporation including, without limitation, the Applicable Legislation; (B) the constating documents, by-laws or resolutions of the Corporation which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Corporation is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets of the Corporation;

(v) the Corporation is in material compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect the Corporation and has not received a notice of non-compliance, nor knows of any threatened notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Corporation or the business or legal environment under which the Corporation operates;

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

(x) the Corporation has filed all federal, provincial, local and foreign tax returns which are required to be filed by it, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against them, or any other similar amounts due and payable to any

governmental authority, to the extent that any of the foregoing is due and payable, other than non-material amounts or those being contested in good faith and for which adequate reserves have been provided;

(y) the Corporation has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Corporation except for taxes not yet due, and there are no audits of any of the tax returns of the Corporation which are known by the Corporation's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Corporation;

(z) the Corporation does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act* (Canada)); and

(aa) the responses provided by the Corporation during the Due Diligence Sessions are true and correct in all material respects as at the time such responses are given and such responses taken as a whole shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given.

12.3 Following the resumption of trading, each of the Corporation and BVT covenant to use their best efforts not to permit the delisting or suspension of the Shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which such common shares are listed or quoted and the Corporation shall comply, in all material respects, with the rules and regulations thereof.

12.4 The Agent warrants and represents to the Corporation and BVT that:

(a) it is a valid and subsisting corporation under the law of the jurisdiction in which it was incorporated; and

(b) it is duly registered under Applicable Legislation.

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

(a) conduct its activities in connection with the proposed offer and sale of the Subscription Receipts in compliance with this Agreement and all Applicable Legislation in the Selling Jurisdictions in Canada; and

(b) obtain from each Subscriber an executed Subscription Agreement and all applicable undertakings, questionnaires and other forms required under Applicable Legislation of the Selling Jurisdictions and supplied to the Agent by the Corporation for completion in connection with the distribution of the Offered Subscription Receipts.

13. CONSENT TO ISSUE SECURITIES

13.1 From the date of this Agreement until 120 days after the Escrow Release Date, the Corporation covenants that it will not, directly or indirectly, without the prior written consent of the Agent, issue, offer, sell, contract to sell, secure, pledge, grant any option, right or warrant to purchase or otherwise lend, transfer or dispose of (or announce any intention to do so) any equity securities of the Corporation or any securities convertible into, or exchangeable or exercisable for, equity securities of the Corporation; or make any short sale, engage in any hedging transactions, or enter into any swap or other arrangement that transfers to another person, in whole or in part, any of the economic consequences of ownership of common shares of the Corporation, whether any such transaction described in this Section is to be settled by delivery of common shares of the Company, other securities, cash or otherwise, except:

(a) employee stock options granted to directors, officers, employees and consultants of the Corporation and shares issued upon their exercise pursuant to the Corporation's stock option plan in effect on the date hereof;

(b) pursuant to the exercise of convertible securities, options or warrants outstanding at the date hereof;

(c) pursuant to *bona fide* acquisitions; or

(d) in connection with the Business Combination.

14. EXPENSES OF AGENT

14.1 The Corporation will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering and Business Combination including, without limitation, the reasonable fees and expenses of the solicitor for the Agent (collectively, the **Agent's Expenses**").

14.2 On or before the Closing Day, the Agent will provide the Corporation with a reconciliation letter outling the amount of the Agent's Expenses. Subject to section 14.3, the Agent's Expenses will be paid on the Escrow Release Date from the Escrowed Funds pursuant to the Subscription Receipt Agreement.

14.3 The Corporation and BVT, jointly and severally agree to pay the Agent's Expenses even if the Offering, the Business Combination, or other transactions contemplated by this Agreement are not completed or this Agreement is terminated. The Corporation and BVT, jointly and severally agree that, should this Agreement, the Business Combination or any related transaction be terminated, the Corporation and BVT will pay the Agent's Expenses immediately upon demand of the Agent.

15. INDEMNITY

15.1 The Corporation and BVT hereby agree to jointly and severally indemnify and save harmless to the maximum extent permitted by law, the Agent and its affiliates and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, investigations, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits) whether joint

or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "**Claim**" and, collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of services rendered by the Agent in connection with this Agreement whether performed before or after the execution of the Agreement by the Corporation or BVT, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

15.2 If and to the extent that a court of competent jurisdiction, in a final non-appealable judgement in a proceeding in which an Indemnified Party is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's material breach of this Agreement, breach of applicable laws, gross negligence or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Corporation or BVT to the Indemnified Party pursuant to this indemnity in respect of such Claim. The Corporation and BVT agree to waive any right the Corporation or BVT might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

15.3 If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation or BVT, the Indemnified Party will give the Corporation or BVT, as applicable, prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation or BVT, as applicable, will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Corporation or BVT of their obligation of indemnification hereunder.

15.4 No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the consent of the Corporation or BVT and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed. Notwithstanding that the Corporation or BVT, as applicable, will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:

(a) employment of such counsel has been authorized in writing by the Corporation or BVT;

(b) neither the Corporation or BVT has assumed the defence of the action within a reasonable period of time after receiving notice of the claim;

(c) the named parties to any such claim include the Corporation or BVT, and any of the Indemnified Parties, and the Indemnified Parties shall have been advised by

counsel to the Indemnified Parties that there may be a conflict of interest between the Corporation or BVT and any Indemnified Party; or

(d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation or BVT, as the case may be,

in which case such fees and expenses of such counsel to the Indemnified Parties will be for the account of the Corporation and BVT. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise. Without limiting the generality of the foregoing, this Indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action, suit, proceeding or claim that may be threatened or brought against the Corporation.

15.5 If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Corporation and BVT agree to contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation, BVT or the Corporation or BVT's shareholders, and their constituencies on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation and BVT will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder.

15.6 The Corporation hereby constitutes the Agent as trustee for each of the other Indemnified Parties of the covenants of the Corporation and BVT under this indemnity with respect to such persons and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

15.7 The Corporation and BVT agree that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Corporation, BVT or any person asserting claims on their behalf or in right for or in connection with the performance of services rendered by the Agent under this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation and BVT are determined by a court of competent jurisdiction in a final judgement (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from the material breach of the Agreement, breach of applicable laws, gross negligence or fraudulent act of such Indemnified Party.

15.8 The Corporation and BVT agree to reimburse Agent monthly for the time spent by the Agent's personnel in connection with any Claim at their normal per diem rates. The Corporation and BVT also agree that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Corporation or BVT and the Agent and personnel of such Agent shall be required to testify, participate or respond in respect of or in connection with the performance of the services rendered by the Agent, the Agent shall have the right to employ its own counsel in connection therewith and the Corporation and BVT will reimburse the Agent monthly for the time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of the Agent's counsel.

15.9 The indemnity and contribution obligations of the Corporation and BVT shall be in addition to any liability which the Corporation and BVT may otherwise have 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, assigns, heirs and personal representatives of the Corporation and BVT, and any Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

16. RIGHTS OF FIRST OPPORTUNITY

16.1 For a period of 24 months from the Escrow Release Date (the "**Financing Right of First Opportunity Period**"), the Corporation grants to the Agent the right of first opportunity to act as financial advisor, lead manager and/or lead agent for any equity or near equity financing undertaken by the Corporation.

16.2 If, at any time during the Financing Right of First Opportunity Period, the Corporation receives an offer from a third party to serve as lead manager or placement agent in connection with an equity or near equity financing, the Corporation shall promptly give notice in writing to the Agent of the particulars upon which such third party has proposed to act in such capacity and the Agent shall be entitled to exercise its right of first opportunity by notifying the Corporation, within two business days of its intention to match the terms proposed by the third party.

16.3 For a period of 36 months from the Escrow Release Date (the "**M&A Right of First Opportunity Period**"), the Corporation grants to the Agent the right of first opportunity to act as exclusive financial or deal advisor on any merger or acquisition transaction including any transaction involving the sale of the Corporation or its assets as a whole, whether directly or indirectly.

16.4 If, at any time during the M&A Right of First Opportunity Period, the Corporation receives a third party offer to provide any of the services in connection with any M&A "sell-side" transaction involving the sale of the Corporation or its assets as a whole (whether directly or indirectly) or any transaction involving the acquisition of another company or asset, including the delivery of a formal fairness opinion, the Corporation shall promptly give notice in writing to the Agent of the particulars upon which such third party has proposed to act in such capacity and the Agent shall be entitled to exercise its right of first opportunity by notifying the Corporation, within five business days of its intention to match the terms proposed by the third party (which in the event of an M&A transaction shall include any benefits or opportunities such third party may present in relation to the M&A transaction).

16.5 During both the Financing Right of Opportunity Period and the M&A Right of Opportunity Period, should the Agent fail to exercise its right to match the terms of any third party, the Agent shall relinquish its rights with regard to that particular engagement only and the Agent's right of first opportunity as set forth in this Section will continue until the end of the Financing Right of First Opportunity Period or M&A Right of First Opportunity Period, as applicable.

17. ASSIGNMENT AND SELLING GROUP PARTICIPATION

17.1 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent

of the Corporation and BVT, and any required notice has been given to and accepted by the Regulatory Authorities.

17.2 The Agent shall be entitled, in connection with the Offering and sale of the Offered Subscription Receipts, to retain as sub-agents other registered securities dealers and may receive from other registered dealers (for delivery to the Corporation at the Closing Time) subscriptions for Offered Subscription Receipts. The fee payable to such sub-agents shall be for the account of the Agent.

18. NOTICE

18.1 Any notice to be given hereunder shall be in writing and may be given by facsimile or by hand delivery and shall, in the case of notice to the Corporation and BVT, be addressed and faxed or delivered to:

For the Corporation:

Unique Resources Corp.
800 – 789 West Pender Street
Vancouver, British Columbia V6C 1H2

Attention: Daryl Cardey, Chief Financial Officer
Fax No.: (604) 648.8105

with a copy to:

DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, British Columbia, V6C 2T5

Attention: Paul Visosky
Fax No.: (604) 687.8772

For BVT:

Bee Vectoring Technology Inc.
48 William Street East
Caledon, Ontario L7K 1N7

Attention: Michael Collinson, President
Fax No: c/o Chitiz Pathak (416) 368.0300

with a copy to:

Chitiz Pathak
1600 – 320 Bay Street
Toronto, Ontario, M5H 4A6

Attention: Josh Arbuckle
Fax No.: (416) 368.0300

and in the case of the Agent, be addressed and faxed or delivered to:

Canaccord Genuity Corp.
61 Bay Street, Suite 3100
Toronto, Ontario M5J 2S1

Attention: Neville Dastoor, Director
Fax No.: (416) 869-7356

with a copy to:

Miller Thomson LLP
1000 – 840 Howe Street
Vancouver, British Columbia V6Z 2M1

Attention: Dwight Dee
Fax No.: (604) 643-1200

The Corporation, BVT and the Agent may change their respective addresses for notice by notice given in the manner referred to above.

18.2 The parties agree that a communication which is personally delivered shall, if delivered before 4:00 p.m. (local time at the place of delivery) 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.

18.3 The parties agree that a communication which is sent by facsimile transmission shall, if sent on a business day (a day which is not a Saturday, Sunday or public holiday in the city of receipt) before 4:00 p.m. (local time at the place of receipt), be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first business day following the day on which it is sent.

19. TIME

Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

20. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

It is understood that all representations, warranties, covenants, indemnities, terms and conditions herein or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the Closing and the termination of this Agreement and shall continue in full force and effect for the benefit of the Agent regardless of any investigation by or on behalf of the Agent with respect thereto.

21. LANGUAGE

This Agreement is to be read with all changes in gender or number as required by the context.

22. ENUREMENT

This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

23. HEADINGS

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

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Offering and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Corporation, BVT or the Agent.

25. COUNTERPARTS

This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or scanned pdf, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[This space intentionally left blank]

26. LAW

This Agreement is governed by the laws of British Columbia and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia and the courts of appeal therefrom with respect to any dispute related to this Agreement.

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing below and returning a signed copy to counsel to the Agent.

CANACCORD GENUITY CORP.

Per: "*Authorized Signatory*"
Authorized Signatory

Accepted and agreed to as of the date first written above.

UNIQUE RESOURCES CORP.

Per: "*Garry Freeman*"

BEE VECTORING TECHNOLOGY INC.

Per: "*Michael Collinson*"
Authorized Signatory

SCHEDULE "A"

U.S. TERMS AND CONDITIONS

*This is Schedule "A" to the Agency Agreement among Canaccord Genuity Corp. (the "**Agent**"), Bee Vectoring Technology Inc. (the "**Corporation**") and Unique Resources Corp.(the "**Issuer**") made as of June 30, 2015.*

As used in this schedule, the following terms shall have the meanings indicated:

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 Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;
Foreign Issuer	means a "foreign issuer" as defined in Rule 902(e) of Regulation S;
General Solicitation or General Advertising	means "general solicitation" or "general advertising" (as those terms are used in Rule 502(c) of Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media, on the internet or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
Offshore Transaction	means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;
Regulation D	means Regulation D adopted by the SEC under the U.S. Securities Act;
Regulation S	means Regulation S adopted by the SEC under the U.S. Securities Act;
SEC	means the United States Securities and Exchange Commission;
Substantial U.S. Market Interest	means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;
U.S. Subscription Agreement	means the final form of Subscription Agreement as agreed to by the Agent and the Issuer; and

Securities means the Offered Subscription Receipts and Shares.

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

Representations, Warranties and Covenants of the Agent

The Agent acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, a person in the United States, except in accordance with an exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Agent, on behalf of itself and its U.S. Affiliate, as applicable, represent, warrant and covenant to and with the Issuer that:

1. The Offered Subscription Receipts are being offered and sold (a) by the Agent outside the United States in Offshore Transactions in accordance with Rule 903 of Regulation S, or (b) by the Agent through the U.S. Affiliate in the United States as provided in paragraphs 2 through 15 below to U.S. Accredited Investors in accordance with the exemption from the registration requirements of the U.S. Securities Act provided by Section 4(2) of the U.S. Securities Act and Rule 506 of Regulation D thereunder, and similar exemptions under applicable state securities laws. Accordingly, none of the Agent, its affiliates, nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 2 through 15 below) (i) any offer to sell or any solicitation of an offer to buy, any Offered Subscription Receipts to any person in the United States, (ii) any sale of Offered Subscription Receipts to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Agent, affiliate or person acting on behalf of such purchaser reasonably believed that such purchaser was outside the United States and was not purchasing for the account or benefit of a person in the United States, or (iii) any Directed Selling Efforts.

2. All offers of Offered Subscription Receipts to persons in the United States or persons acting for the account or benefit of persons in the United States have been or will be made by the U.S. Affiliate in accordance with applicable U.S. federal and state laws and regulations governing registration and conduct of broker-dealers.

3. The U.S. Affiliate is a duly registered as broker-dealer under Section 15(b) of the U.S. Exchange Act and is a member of, and in good standing with, Financial Industry Regulatory Authority, Inc. in each case, on the date hereof and on the date offers and sales were made in the United States.

4. Any offer or solicitation of an offer to buy the Offered Subscription Receipts that have been made in the United States or to, or for the account or benefit of, persons within the United States was or will be made only to U.S. Accredited Investors in transactions that are exempt from registration pursuant to Rule 506 of Regulation D under the U.S. Securities Act and available exemptions under all applicable state securities laws.

5. Immediately prior to any offer of the Offered Subscription Receipts by the Agent or sale of the Offered Subscription Receipts by the Issuer, the Agent or its U.S. Affiliate had a pre-existing relationship with such offeree or purchaser and had or will have reasonable

grounds to believe and did or will believe that each such offeree or purchaser was an U.S. Accredited Investor, and at the time of completion of each sale to any such offerees, the Agent, the U.S. Affiliate, their affiliates, and any person acting on its or their behalf had or will have reasonable grounds to believe and did or will believe at the time of completion of each sale, that each purchaser purchasing Offered Subscription Receipts and any person on behalf of whom such purchaser is acquiring Offered Subscription Receipts is a U.S. Accredited Investor.

6. None of the Agent or its U.S. Affiliate or any person acting on its or their behalf has used or will use any form of General Solicitation or General Advertising or has offered or will offer to sell the Securities in any manner involving a public offering in the United States within the meaning of Section 4(2) of the U.S. Securities Act.

7. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Subscription Receipts except with its affiliates, any selling group members or with the prior written consent of the Issuer. It shall cause its U.S. Affiliate and each affiliate or selling group member participating in the distribution of the Offered Subscription Receipts to agree, for the benefit of the Issuer, to the same provisions contained in this Schedule "A" as apply to the Agent as if such provisions applied to such persons.

8. All purchasers of Offered Subscription Receipts shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and the Offered Subscription Receipts are being offered and sold to them without registration under the U.S. Securities Act in reliance upon exemptions from the registration requirement of Section 5 of the U.S. Securities Act provided by Section 4(2) of the U.S. Securities Act and Rule 506 of Regulation D thereunder and in reliance upon exemptions from applicable state securities laws.

9. Prior to completion of any sale of the Offered Subscription Receipts in the United States, each purchaser that is in the United States or is purchasing for the account or benefit of persons in the United States or who executed their U.S. Subscription Agreement while in the United States (each, a "U.S. Purchaser") thereof will be required to execute a U.S. Subscription Agreement.

10. At the Closing, it will either (i) together with its U.S. Affiliate offering Offered Subscription Receipts, provide a certificate substantially in the form of Exhibit 1 to this Schedule, relating to the manner of the offer and sale of the Offered Subscription Receipts in the United States or (ii) be deemed to represent and warrant to the Issuer that none of it, any of its affiliates or any person acting on its or their behalf has offered any of the Offered Subscription Receipts in the United States and to persons who are acting for the account or benefit of persons in the United States.

11. Neither the Agent, its U.S. Affiliate, their respective affiliates nor any person acting on its or their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Subscription Receipts.

12. The Agent agrees that all certificates representing the Securities sold to U.S. Purchasers as part of the Offering, and all certificates issued in exchange for or in substitution of the foregoing Securities, will bear a legend as set forth in the U.S. Subscription Agreement;

13. At least one business day prior to the Closing Time, it will provide the Issuer and the Issuer's transfer agent with a list of all purchasers of the Securities that are U.S. Purchasers; and

14. It and its U.S. Affiliate acknowledge that until 40 days after the commencement of the Offering, an offer or sale of Securities within the United States by any dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the U.S. Securities Act.

15. Each offeree had been or will be provided with a copy of the Subscription Agreement and no other written material had been or will be used in connection with the offer and sale of Offered Subscription Receipts in the United States.

Representations, Warranties and Covenants of the Issuer

The Issuer represents, warrants, covenants and agrees to and with the Agent and the U.S. Affiliate that:

1. The Issuer is, and at the Closing Date will be, a Foreign Issuer within the meaning of Regulation S and the Issuer reasonably believes that there is no Substantial U.S. Market Interest in any of the Securities.

2. The Issuer is not, and as a result of the sale of the Securities contemplated hereby will not be, an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

3. Except with respect to offers and sales to U.S. Accredited Investors who are in the United States, or purchasing for the account or benefit of any person in the United States, in reliance upon an exemption from registration under Rule 506 of Regulation D and/or Section 4(2) of the U.S. Securities Act, neither the Issuer nor any of its affiliates, nor any person acting on its or their behalf, has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Securities to, or for the account or benefit of, any person in the United States; or (B) any sale of Securities unless, at the time the buy order was or will have been originated, the purchaser is not purchasing for the account or benefit of any person in the United States and is (i) outside the United States or (ii) the Issuer, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.

4. Neither the Issuer nor any of their affiliates, nor any person acting on their or its behalf (except the Agent, its affiliates and any person acting on any of their behalf, as to which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Securities.

5. During the period in which the Securities are offered for sale, none of the Issuer, its affiliates or any person acting on its or their behalf (except the Agent, its affiliates and any person acting on any of their behalf, as to which no representation is made) (i) has engaged or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Offered Subscription Receipts in the United States or (ii) has made or will make any Directed Selling Efforts in the United States.

6. Neither the Issuer nor any of its affiliates has offered or sold, for a period of six months prior to commencement of the offering of the Securities, and will not offer or sell, any securities in a manner that would be integrated with the offer and sale of the Securities and would cause the exemption from registration set forth in Rule 506 of Regulation D to become unavailable with respect to the offer and sale of the Securities.

7. None of the Issuer or any of its affiliates or any person acting on its or their behalf has offered or sold or will offer or sell any of the Securities sold pursuant to the Offering except through the Agent or its U.S. Affiliate in accordance with this Schedule.

8. If required, the Issuer shall cause a Form D to be filed with the SEC within 15 days of the first sale of Securities in the United States in reliance upon Regulation D and shall make such other filings as shall be required by applicable state securities laws to secure exemption from registration under such securities laws for the sale of the Securities in such states.

9. Neither the Issuer nor any of the predecessors or affiliates thereof has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D concerning the filing of notice of sales on Form D.

10. the Issuer is likely a “passive foreign investment company” (a “**PFIC**”) within the meaning of section 1296 of the of the United States Internal Revenue Code of 1986, as amended (the “Code”), for its taxable year ended December 31, 2014 and expects that it will be a PFIC for its current taxable year ending December 31, 2015. The Issuer will make available to purchasers of the Securities in the United States, upon their written request, timely and accurate information as to its status as a PFIC and will provide to a purchaser of the Securities in the United States, upon written request, all information and documentation that such purchaser making a “qualified electing fund” or “QEF” election under Section 1295 of the Code with respect to the Issuer is required to obtain for U.S. federal income tax purposes.

11. With respect to Units to be offered and sold hereunder in reliance on Rule 506 of Regulation D (the "**Regulation D Securities**"), none of the Corporation, any of its predecessors, any affiliated issuer, any director, executive officer or other officer of the Corporation participating in the offering, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Units (but excluding the Agent and its U.S. Affiliates, as to whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**" and, collectively, the "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. The Corporation has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. If applicable, the Corporation has complied with its disclosure obligations under Rule 506(e) under Regulation D, and has furnished to the Agent and its U.S. Affiliate a copy of any disclosures provided thereunder.

EXHIBIT 1 TO SCHEDULE A

EXHIBIT 1

FORM OF AGENT'S AND U.S. AFFILIATE'S CERTIFICATE

In connection with the offering of subscription receipts (the "**Subscription Receipts**") of Unique Resources Corp. (the "**Corporation**") pursuant to the agency agreement (the "**Agency Agreement**"), dated June 30, 2015, among the Corporation, Bee Vectoring Technology Inc. and Canaccord Genuity Corp. (the "**Agent**"), the undersigned Agent and its U.S. broker-dealer affiliate, **[Name of US broker-dealer affiliate]** (the "**U.S. Affiliate**"), hereby certify as follows:

(a) the Subscription Receipts have been offered and sold in the United States or to, or for the account or benefit of, U.S. persons through the Agent's U.S. Affiliate , which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the securities laws of each U.S. state in which such offers and sales were made (unless exempted from the respective U.S. state's broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc. ("**FINRA**");

(b) all offers and sales of the Subscription Receipts in the United States or to, or for the account or benefit of, U.S. persons were made through the U.S. Affiliate in accordance with all applicable federal and states laws and regulations governing the registration and conduct of securities brokers and dealers and the rules of FINRA;

(c) immediately prior to making any offer or sale of the Subscription Receipts in the United States or to, or for the account or benefit of, U.S. persons, we had reasonable grounds to believe and did believe that each offeree was an "accredited investor" (an "Accredited Investor") within the meaning of Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and, on the date hereof, we continue to believe that each person in the United States or U.S. person purchasing Subscription Receipts is an Accredited Investor;

(d) no form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published on the Internet or in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Subscription Receipts to persons in the United States or to, or for the account or benefit of, U.S. persons or

in any manner involving a public offering within the meaning of section 4(a)(2) of the U.S. Securities Act;

(e) the offering of the Subscription Receipts in the United States or to, or for the account or benefit of, U.S. persons has been conducted by us through the U.S. Affiliate in accordance with the Agency Agreement, including Schedule A thereto; and

(f) prior to the sale of Subscription Receipts to persons in the United States or to, or for the benefit or account of, a U.S. person, we caused each such U.S. purchaser to execute a U.S. Subscription Agreement.

Terms used in this certificate have the meanings given to them in the Agency Agreement unless otherwise defined herein.

DATED this ____ day of June, 2015.

CANACCORD GENUITY CORP.

Per:_____
Name:
Title:

[Name of US broker-dealer affiliate]

Per:_____
Name: