AGENCY AGREEMENT

December 11, 2015

Opsens Inc.
2014 Cyrille-Duquet Street, Suite 125
Québec, Québec G1N 4N6

Attention: Mr. Louis Laflamme, President and Chief Executive Officer

Dear Mr. Laflamme:

Paradigm Capital Inc. (the "**Lead Agent**"), RBC Dominion Securities Inc. and M Partners Inc. (collectively with the Lead Agent, the "**Agents**") understand that Opsens Inc. (the "**Corporation**") proposes to issue and sell a maximum of 5,681,819 units of the Corporation (the "**Offered Units**") at a price of $0.88 per Offered Unit (the "**Offering Price**") for gross proceeds to the Corporation of a maximum of up to approximately $5,000,000. Each Offered Unit shall consist of one common share of the Corporation (a "**Unit Share**") and one-half of one common share purchase warrant (each whole common share purchase warrant, a "**Warrant**"). Each Warrant shall be issued pursuant to and subject to the terms of a warrant indenture (the "**Warrant Indenture**") to be entered into between the Corporation and CST Trust Company. Each Warrant will entitle the holder thereof to purchase one Common Share (as defined herein) (a "**Warrant Share**") at a price of $1.20 on or before 5:00 p.m. (Montréal time) on the date that is 18 months following the Closing Date (as defined herein).

In addition, the Corporation hereby grants to the Agents an option (the "**Over-Allotment Option**"), exercisable in whole or in part at any time and from time to time up to the 30th day following the Closing Date, to arrange for the purchase from the Corporation of up to that number of additional Offered Units (the "**Additional Offered Units**") as is equal to 15% of the Offered Units issued on the Closing Date on the same basis as the Offered Units to cover the Agents' over-allocation position, if any, and for market stabilization purposes. Unless otherwise specifically referenced or unless the context otherwise requires, all references to "**Offered Units**" herein shall include the Additional Offered Units. If the Agents elect to exercise the Over-Allotment Option, the Agents shall notify the Corporation in writing not later than 30 days after the Closing Date, which notice shall specify the number of Additional Offered Units to be sold under the Offering (as defined herein) pursuant to the exercise of the Over-Allotment Option and the date upon which such Additional Offered Units are to be purchased (the "**Over-Allotment Option Closing Date**"). The offering of the Offered Units (including, for greater certainty, any Additional Offered Units issued in connection with the exercise of the Over-Allotment Option) by the Corporation is hereinafter referred to as the "**Offering**".

In consideration of the Agents' services hereunder, the Corporation agrees to pay to the Agents a fee (the "**Agency Fee**") equal to 7% of the gross proceeds realized by the Corporation in respect of the sale of the Offered Units, it being acknowledged and agreed that no Agency Fee shall be payable with respect to the sale of Offered Units to the Excluded Purchasers (as defined herein). As additional consideration for their services performed under this Agreement (as defined herein), the Corporation shall issue to the Agents broker warrants (the "**Broker Warrants**") exercisable to acquire that number of Common Shares (the "**Broker Shares**") as is equal to 7% of the number of Offered Units sold pursuant to the Offering, it being acknowledged and agreed that no Broker Warrants shall be issued with respect to the sale of Offered Units to the Excluded Purchasers. The Broker Warrants shall be exercisable, in whole or in part, at an exercise price per Broker Share equal to the Offering Price at any time on or before 5:00 p.m. (Montréal time) on the date that is 18 months following the Closing Date.

The obligation of the Corporation to pay the Agency Fee and to issue the Broker Warrants shall arise at the Closing Time (as defined herein) against payment for the Offered Units and the Agency Fee and the Broker Warrants shall be fully earned by the Agents at that time.

It is understood that the Offered Units will be offered to Purchasers (as defined herein) resident in: (i) each of the provinces of British Columbia, Alberta, Ontario and Québec (collectively, the "**Qualifying Jurisdictions**"); and (ii) jurisdictions other than the Qualifying Jurisdictions as may mutually be agreed to by the Corporation and the Agents (collectively with the Qualifying Jurisdictions, the "**Selling Jurisdictions**").

DEFINITIONS

Unless expressly provided otherwise, where used in this Agreement, the following terms shall have the following meanings, respectively:

"**Additional Listing Conditions**" means the standard post-closing conditions imposed by the TSXV in the TSXV Letter;

"**Additional Offered Units**" has the meaning given to it in the second paragraph of this Agreement;

"**affiliate**", "**material change**", "**material fact**" and "**misrepresentation**" shall have the respective meanings given to them under Applicable Securities Laws;

"**Agency Fee** " has the meaning given to it in the third paragraph of this Agreement;

"**Agents**" has the meaning given to it in the first paragraph of this Agreement;

"**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

"**Amended and Restated Preliminary Prospectus**" means the amended and restated preliminary short form prospectus of the Corporation, in both the English and French languages, including all of the Documents Incorporated by Reference, dated December 3, 2015 relating to the Distribution of the Offered Units, for which a receipt has been issued by the AMF, as principal regulator, on its own behalf and on behalf of each of the other Canadian Securities Regulators;

"**AMF**" means the *Autorité des marchés financiers* (Québec);

"**Applicable Laws**" means all applicable federal, provincial, state and local laws and regulations of authorities having jurisdiction over the Corporation, the Subsidiary or the Agents, as applicable;

"**Applicable Securities Laws**" means, collectively, the applicable securities laws in each of the Qualifying Jurisdictions or the Selling Jurisdictions (and the TSXV Corporate Finance Manual), as the context requires, the respective rules, regulations, rulings, orders, policies, policy statements and prescribed forms thereunder;

"**Audited Financial Statements**" means the audited consolidated financial statements of the Corporation as at August 31, 2015 and 2014 and for the years then ended, and the notes included therewith;

"**Auditors**" means Deloitte LLP, Chartered Accountants;

"**Broker Shares**" has the meaning given to it in the third paragraph of this Agreement;

"**Broker Warrant Certificates**" means the certificates representing the Broker Warrants;

"**Broker Warrants**" has the meaning given to it in the third paragraph of this Agreement;

"**Business Day**" means any day, other than a Saturday or Sunday or statutory holiday, on which chartered banks in Montréal and Toronto are open for commercial banking business during normal banking hours;

"**Canadian Securities Regulators**" means, collectively, the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Closing**" means the completion of the issue and sale by the Corporation of the Offered Units or the Additional Offered Units, as applicable;

"**Closing Date**" means December 22, 2015, or such other date as the Corporation and the Agents may agree in writing;

"**Closing Time**" means 8:30 a.m. (Montréal time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agents may mutually agree upon;

"**Common Shares**" means the common shares in the capital of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"**comparables**" has the meaning given to it in Regulation 41-101;

"**Corporation**" has the meaning given to it in the first paragraph of this Agreement;

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

"**Documents Incorporated by Reference**" means all financial statements, management's discussion and analysis, management information circulars, annual information forms, material change reports or other documents issued by the Corporation, whether before or after the date of this Agreement, that are required to be incorporated by reference into the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus and/or any Supplementary Material, as applicable;

"**Eligible Issuer**" means an issuer that meets the criteria and has complied with the requirements of Regulation 44-101 so as to allow it to offer its securities using a short form prospectus;

"**Engagement Letter**" means the letter agreement dated December 1, 2015 between the Corporation and the Lead Agent relating to the Offering;

"**Environmental Laws**" has the meaning given to it in subsection 7(tt);

"**Excluded Purchasers**" means Fiera Capital Corporation and Fidelity Investments, including any funds and accounts they manage;

"**FDA**" means the U.S. Food and Drug Administration of the U.S. Department of Health & Human Services;

"**Final Prospectus**" means the (final) short form prospectus of the Corporation, in both the English and French languages, including all of the Documents Incorporated by Reference, to be dated on or about December 11, 2015 relating to the Distribution of the Offered Units and for which a receipt will have been issued by the AMF, as principal regulator, on its own behalf and on behalf of each of the other Canadian Securities Regulators;

"**Financial Information**" has the meaning given to it in subsection 4(a)(vi);

"**Hazardous Substances**" has the meaning given to it in subsection 7(tt);

"**Indemnified Party**" has the meaning given to it in subsection 12(a);

"**Indemnitor**" has the meaning given to it in subsection 12(a);

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software inventions, designs and other industrial or intellectual property of any kind or nature whatsoever;

"**knowledge**" means, as it pertains to the Corporation, the actual knowledge of the executive officers of the Corporation in office as at the date of this Agreement, together with the knowledge which they would have had if they had conducted a diligent inquiry into the relevant subject matter;

"**Lead Agent**" has the meaning given to it in the first paragraph of this Agreement;

"**Licenses**" has the meaning given to it in subsection 7(nn);

"**losses**" has the meaning given to it in subsection 12(h);

"**marketing materials**" has the meaning given to it in Regulation 41-101;

"**Material Adverse Effect**" means any circumstance or effect that is materially adverse to the condition, financial or otherwise, business, properties or assets, results of operations, capital, liabilities (contingent or otherwise), obligations, cash flows, income, affairs, business operations or prospects, of the Corporation and the Subsidiary, taken as a whole;

"**Material Agreement**" means any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation and/or the Subsidiary is a party or by which the Corporation and/or the Subsidiary or a material portion of the assets of the Corporation and/or the Subsidiary is bound;

"**material shareholder**" has the meaning given to it in subsection 7(hhh);

"**MD&A**" means the management's discussion and analysis of financial condition and results of operations of the Corporation for its fiscal year ended August 31, 2015;

"**Money Laundering Laws**" has the meaning given to it in subsection 7(nnn);

"**Notice**" has the meaning given to it in Section 20;

"**OFAC**" has the meaning given to it in subsection 7(ooo);

"**Offered Units**" has the meaning given to it in the first paragraph of this Agreement;

"**Offering**" has the meaning given to it in the second paragraph of this Agreement;

"**Offering Documents**" has the meaning given to it in subsection 5(a)(iii);

"**Offering Price**" has the meaning given to it in the first paragraph of this Agreement;

"**Over-Allotment Option**" has the meaning given to it in the second paragraph of this Agreement;

"**Over-Allotment Option Closing Date**" has the meaning given to it in the second paragraph of this Agreement;

"**Over-Allotment Option Closing Time**" means 8:30 a.m. (Montréal time) on the Over-Allotment Option Closing Date or such other time on the Over-Allotment Option Closing Date as the Corporation and the Agents may mutually agree upon;

"**Passport System**" means the system and process for prospectus reviews provided for under Regulation 11-102 and PS 11-202;

"**person**" shall be interpreted broadly and shall include any individual, corporation, partnership, joint venture, association, trust or other legal entity;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation, in both the English and French languages, including all of the Documents Incorporated by Reference, dated December 2, 2015 relating to the Distribution of the Offered Units, for which a receipt has been issued by the AMF, as principal regulator, on its own behalf and on behalf of each of the other Canadian Securities Regulators;

"**Prospectus**" means, collectively, the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus and any amendments thereto;

"**PS 11-202**" means *Policy Statement 11-202 respecting Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Purchasers**" means any persons who acquire Offered Units;

"**Public Information Record**" means all material change reports, financial statements, management's discussion and analysis, management information circulars, annual and interim reports to shareholders, annual information forms, press releases, and any other document filed by or on behalf of the Corporation or any predecessor entity since (and including) February 10, 2014 on SEDAR pursuant to Applicable Securities Laws;

"**Qualifying Jurisdictions**" has the meaning given to it in the fifth paragraph of this Agreement;

"**Regulation 11-102**" means *Regulation 11-102 respecting Passport System*;

"**Regulation 41-101**" means *Regulation 41-101 respecting General Prospectus Requirements* or National Instrument 41-101 – *General Prospectus Requirements*, as applicable in the Qualifying Jurisdictions;

"**Regulation 44-101**" means *Regulation 44-101 respecting Short Form Prospectus Distributions* and National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**Regulation 51-102**" means *Regulation 51-102 respecting Continuous Disclosure Obligations* or National Instrument 51-102 – *Continuous Disclosure Obligations*, as applicable in the Qualifying Jurisdictions;

"**Regulatory Authority**" means the statutory or governmental bodies authorized under Applicable Laws to protect and promote public health through regulation and supervision of therapeutic drug candidates, including the FDA and Health Canada;

"**Securities Regulators**" means, collectively, the TSXV and the Canadian Securities Regulators;

"**SEDAR**" means the system for electronic document analysis and retrieval;

"**Selling Firm**" has the meaning given to it in subsection 3(a);

"**Selling Jurisdictions**" has the meaning given to it in the fifth paragraph of this Agreement;

"**standard term sheet**" has the meaning given to it in Regulation 41-101;

"**Subsidiary**" means Opsens Solutions Inc.;

"**Supplementary Material**" means, collectively, any amendment to the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Applicable Securities Laws relating to the Distribution of the Offered Units thereunder;

"**Taxes**" has the meaning given to it in subsection 7(u);

"**template version**" has the meaning given to it in Regulation 41-101;

"**Transfer Agent**" means CST Trust Company;

"**TSXV**" means the TSX Venture Exchange;

"**TSXV Letter**" means the conditional approval letter of the TSXV in respect of the Offering dated December 8, 2015;

"**Unit Shares**" has the meaning given to it in the first paragraph of this Agreement;

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

"**Warrant**" has the meaning given to it in the first paragraph of this Agreement;

"**Warrant Agent**" means CST Trust Company;

"**Warrant Certificates**" means the certificates representing the Warrants;

"**Warrant Indenture**" has the meaning given to it in the first paragraph of this Agreement; and

"**Warrant Share**" has the meaning given to it in the first paragraph of this Agreement.

Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and *vice versa* and words importing gender include all genders. All references to "dollars" or "$" in this Agreement are to Canadian dollars unless otherwise expressed. References to "Sections" or "subsections" are to the appropriate section or subsection of this Agreement. References to any agreement or instrument, including this Agreement, are deemed to be references to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time, references herein to "including" shall mean "including, without limitation", and any specific references herein to any legislation or enactment are deemed to be references to such legislation or enactment as the same may be amended or replaced from time to time.

The following schedules are attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A"	-	Disclosure Schedule
Schedule "B"	-	Form of Broker Warrant Certificate
Schedule "C"	-	Form of Lock-Up Agreement

TERMS AND CONDITIONS

1. Appointment of Agents

Based upon the foregoing and subject to the terms and conditions set out below, the Corporation hereby appoints the Agents to act as its sole and exclusive agents and the Agents hereby accept such appointment, to effect the sale of the Offered Units up to a maximum of up to approximately $5,000,000, on a reasonable commercial efforts basis to persons resident in the Selling Jurisdictions. The Agents agree to use their commercially reasonable efforts to sell the Offered Units, but it is hereby understood and agreed that the Agents shall act as agents only and are under no obligation to purchase any of the Offered Units, although the Agents may subscribe for the Offered Units if they so desire.

2. Compliance with Applicable Securities Laws

The Corporation shall, as soon as possible following the execution of this Agreement, prepare and file the Final Prospectus in each of the Qualifying Jurisdictions, and obtain, pursuant to the Passport System, a receipt from the AMF (as principal regulator) evidencing the issuance or deemed issuance, as applicable, by the Canadian Securities Regulators of receipts for the Final Prospectus, and take all other steps and proceedings that may be necessary to be taken by the Corporation in order to: (i) qualify the Offered Units for Distribution in each of the Qualifying Jurisdictions under Applicable Securities Laws; and (ii) qualify the grant of the Broker Warrants for Distribution in each of the Qualifying Jurisdictions, on or before 5:00 p.m. (Montréal time) on December 11, 2015 or such later date as the Corporation and the Agents may agree.

Until the date on which the Distribution of the Offered Units is completed, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required or desirable under Applicable Securities Laws to continue to qualify the Distribution of the Offered Units and the Broker Warrants, or, in the event that the Offered Units or the Broker Warrants have, for any reason, ceased to so qualify, to so qualify again the Offered Units and the Broker Warrants, as applicable, for Distribution in the Qualifying Jurisdictions.

During the Distribution of the Offered Units, the Corporation and the Lead Agent shall approve in writing (prior to such time that marketing materials are provided to potential investors) any marketing materials reasonably requested to be provided by the Agents to any potential investor of Offered Units, such

marketing materials to comply with Applicable Securities Laws. The Corporation shall file a template version of such marketing materials with the Canadian Securities Regulators as soon as reasonably practicable after such marketing materials are so approved in writing by the Corporation and the Lead Agent, on behalf of the Agents, and in any event on or before the day the marketing materials are first provided to any potential investor of Offered Units, and such filing shall constitute the Agents' authority to use such marketing materials in connection with the Offering. Any comparables may be redacted from the template version in accordance with Regulation 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation.

The Corporation and each of the Agents, on a several basis, covenant and agree:

(a) not to provide any potential investor of Offered Units with any marketing materials unless a template version of such marketing materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential investor of Offered Units;

(b) not to provide any potential investor with any materials or information in relation to the Distribution of the Offered Units or the Corporation other than (A) such marketing materials that have been approved and filed in accordance with this Section 2, (B) the Prospectus, and (C) any standard term sheets approved by the Corporation and the Lead Agent; and

(c) that any marketing materials approved and filed in accordance with this Section and any standard term sheet approved by the Corporation and the Lead Agent shall only be provided to potential investors in the Selling Jurisdictions.

3. Distribution; Certain Obligations of the Agents

(a) The Agents have complied and will comply, and shall require any investment dealer or broker (other than the Agents) with which the Agents have a contractual relationship in respect of the Distribution of the Offered Units (each a "**Selling Firm**") to comply, with Applicable Securities Laws in connection with the Distribution of the Offered Units, and shall offer the Offered Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement in the Selling Jurisdictions.

(b) The Agents shall, and shall require any Selling Firm to agree to, distribute the Offered Units in a manner which complies with and observes all Applicable Laws in each jurisdiction into and from which they may offer to sell Offered Units or distribute the Prospectus or any Supplementary Material in connection with the Distribution of the Offered Units and will not, directly or indirectly, offer, sell or deliver any Offered Units or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing or other similar requirements under the Applicable Laws relating to securities of such other jurisdictions.

(c) For the purposes of this Section 3, the Agents shall be entitled to assume that the Offered Units are qualified for Distribution in any Qualifying Jurisdiction where a receipt for the Final Prospectus shall have been obtained from the AMF, as principal regulator, on its

own behalf and on behalf of each of the other Canadian Securities Regulators following the filing of the Final Prospectus.

(d) Upon the Corporation obtaining the necessary receipt or deemed receipts therefor from the Canadian Securities Regulators, the Agents shall deliver one copy of the Final Prospectus (together with any amendments thereto) to each person resident in the Qualifying Jurisdictions who is to acquire the Offered Units.

(e) The Agents shall use all reasonable efforts to complete the Distribution of the Offered Units pursuant to the Prospectus as early as practicable and the Agents shall advise the Corporation in writing when, in the opinion of the Agents, they have completed the Distribution of the Offered Units and provide a breakdown of the number of Offered Units distributed and proceeds received in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Regulators.

4. Deliveries

(a) The Corporation shall deliver, or cause to be delivered, to each of the Agents, without charge:

(i) on the date hereof, a copy of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus, each signed and certified as required by Applicable Securities Laws;

(ii) contemporaneously with the filing of the Final Prospectus, a copy of any other document required to be filed by the Corporation under the laws of each of the Qualifying Jurisdictions in compliance with Applicable Securities Laws;

(iii) contemporaneously with, or prior to, the filing of the Final Prospectus, a "long-form" comfort letter of the Auditors dated the date of the Final Prospectus (with the requisite procedures to be completed by the Auditors no later than two Business Days prior to the date of such letter), addressed to the Agents and the Corporation, in form and substance satisfactory to the Agents, with respect to certain financial and accounting information relating to the Corporation contained in the Final Prospectus, and which letter shall be in addition to the Auditors' consent letter addressed to the Canadian Securities Regulators;

(iv) prior to the filing of the Final Prospectus, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Unit Shares, Warrant Shares and Broker Shares issuable in connection with the Offering have been approved for listing subject only to satisfaction by the Corporation of the Additional Listing Conditions;

(v) prior to the filing of any Supplementary Material with the Canadian Securities Regulators, a copy of such Supplementary Material signed and certified as required by Applicable Securities Laws. Concurrently with the delivery of any Supplementary Material, the Corporation shall deliver to the Agents and the Agents' counsel, with respect to such Supplementary Material, opinions, comfort letters and such other documentation substantially equivalent or similar to those

referred to in this Section 4, as appropriate or reasonably requested by the Agents in the circumstances;

(vi) contemporaneously with, or prior to, the filing of the Final Prospectus with the Canadian Securities Regulators, opinions of Stein Monast L.L.P., dated the date of each Prospectus, in form and substance satisfactory to the Agents, addressed to the Agents and their counsel, to the effect that the French language version of the Prospectus (including, for greater certainty, the Documents Incorporated by Reference, as per the definition of such terms), except for the (A) Audited Financial Statements; (B) MD&A; and (C) section of the Prospectus entitled "Consolidated Capitalization" (collectively (A), (B) and (C), the "**Financial Information**"), as to which no opinion need be expressed by such counsel, is, in all material respects, a complete and proper translation of the English language version thereof; and

(vii) contemporaneously with, or prior to, the filing of the Final Prospectus with the Canadian Securities Regulators, opinions of the Auditors dated the date of each Prospectus in form and substance satisfactory to the Agents, addressed to the Corporation, the Agents and their respective counsel, to the effect that the French language version of the Financial Information is, in all material respects, a complete and proper translation of the English language version thereof.

(b) Delivery of the Prospectus and any Supplementary Material shall constitute a representation and warranty by the Corporation to the Agents that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Agents and provided by the Agents in writing) contained in the Prospectus and any Supplementary Material are true and correct and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Subsidiary, taken as a whole, and the Offered Units;

(ii) no material fact or information has been omitted from such disclosure (except facts or information relating solely to the Agents and provided by the Agents in writing) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made;

(iii) such documents comply in all material respects with the requirements of Applicable Securities Laws and have been filed (and a receipt therefor will be obtained, if required) in each of the Qualifying Jurisdictions; and

(iv) except as has been disclosed in the Prospectus or any Supplementary Material, there has been no material adverse change (actual, anticipated, contemplated or threatened) in the business, affairs, business prospects, operations, assets, liabilities (contingent or otherwise), capital or ownership of the Corporation since the end of the period covered by the Audited Financial Statements. Such deliveries shall also constitute the Corporation's consent to the use by the Agents and any Selling Firm of the Final Prospectus and any Supplementary Material in

connection with the Distribution of the Offered Units in the Qualifying Jurisdictions in compliance with this Agreement and Applicable Securities Laws.

(c) The Corporation shall cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Agents without charge, in such numbers and in such cities as the Agents may reasonably request by written instructions to the Corporation's financial printer of the Final Prospectus, and any Supplementary Material. Such delivery shall be effected as soon as possible after obtaining a receipt therefor from the Canadian Securities Regulators. The Corporation shall similarly cause to be delivered commercial copies of any Supplementary Material.

5. Material or Significant Change During Distribution

(a) During Distribution of the Offered Units under the Final Prospectus, the Corporation shall promptly notify the Agents in writing of:

(i) any material change or significant change (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) in the business, financial condition, affairs, operations, business prospects, assets, liabilities or obligations (contingent or otherwise) or capital of the Corporation and the Subsidiary, taken as a whole;

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of the Final Prospectus; and

(iii) any change in any material fact or matter covered by a statement contained in the Prospectus or any Supplementary Material (collectively, the "**Offering Documents**") which change is, or may be, of such a nature as to render any of the Offering Documents misleading or untrue or which would result in a misrepresentation in any of the Offering Documents or which would result in the Prospectus or any Supplementary Material not complying with Applicable Securities Laws or other laws of any Qualifying Jurisdiction or which would reasonably be expected to have a significant effect on the market price or value of the Common Shares.

(b) The Corporation will comply with Section 6.5 of Regulation 41-101, and the Corporation will prepare and will file any Supplementary Material, which, in the opinion of the Agents and their counsel, acting reasonably, may be necessary to continue to qualify the Offered Units for Distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of subsections 5(a) and 5(b), the Corporation shall in good faith discuss with the Agents any fact or change in circumstances (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under this Section and shall consult with the Agents with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agents and their counsel, acting reasonably.

6. Covenants of the Corporation

The Corporation hereby covenants to the Agents that the Corporation:

(a) will advise the Agents, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such receipts;

(b) shall forthwith advise the Agents of, and provide them with copies of, any written communications relating to:

(i) the issuance by any securities regulatory authority, including the TSXV, of any order suspending or preventing the use of the Prospectus or any Supplementary Material or any cease trading or stop order or any halt in trading relating to the Common Shares or the institution or threat of any proceedings for that purpose; and

(ii) the receipt of any material communication from any securities regulatory authority, including the TSXV, or other authority relating to the Prospectus or any Supplementary Material or the Offering;

(c) shall use its best efforts to prevent the issuance of any order referred to in (b)(i) above and, if issued, shall forthwith take all reasonable steps which it is able to take and which may be necessary or desirable in order to obtain the withdrawal thereof as soon as is reasonably practicable;

(d) will use its commercially reasonable best efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of Applicable Securities Laws to the date which is 24 months following the Closing Date, except if the Corporation carries out a going private transaction;

(e) will use its commercially reasonable best efforts to maintain the listing of the Common Shares on the TSXV or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, to the date that is 24 months following the Closing Date, except if the Corporation carries out a going private transaction; and

(f) will use the net proceeds received by it from the sale of the Offered Units in the manner specified in the Prospectus under the heading "Use of Proceeds".

7. Representations and Warranties of the Corporation

The Corporation hereby represents and warrants to the Agents (on their own behalf and on behalf of each of the Purchasers) that as at the date hereof:

(a) the authorized share capital of the Corporation consists of an unlimited number of Common Shares, and as at the date hereof, 60,831,003 Common Shares are duly and validly issued and are outstanding as fully paid and non-assessable Common Shares;

(b) other than as described in the Financial Information, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a

right, agreement or option, for the issue or allotment of any Common Shares or any other security convertible into or exchangeable for any Common Shares or other security of the Corporation or the Subsidiary or to require the Corporation or the Subsidiary to purchase, redeem or otherwise acquire any of its issued and outstanding Common Shares or other securities;

(c) no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Corporation or the Subsidiary;

(d) the Corporation has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do so or otherwise effected any return of capital with respect to such securities;

(e) each of the Corporation and the Subsidiary has been duly incorporated, continued or amalgamated and is validly existing under the laws of its governing jurisdiction and are properly registered under the laws of all jurisdictions in which its business is carried on;

(f) each of the Corporation and the Subsidiary has all requisite corporate power, authority and capacity to own lease and operate its properties and assets and to carry on its business as currently carried on or as currently proposed to be carried on;

(g) the Corporation has all requisite corporate power, authority and capacity to carry out its obligations under this Agreement, the Warrant Indenture, the Warrant Certificates and the Broker Warrant Certificates, and any other document, filing, instrument or agreement delivered in connection with the Offering, and to carry out its obligations hereunder and thereunder;

(h) at the time of their respective execution by the Corporation, each of this Agreement, the Warrant Indenture, the Warrant Certificates and the Broker Warrant Certificates will have been duly approved and delivered by the Corporation and will constitute a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, creditor arrangement laws and other laws affecting creditors' rights generally and by general principles of equity except as to indemnity, contribution and waiver;

(i) at the Closing Time, all necessary corporate action will have been taken by the Corporation to: (a) validly issue the Unit Shares as fully paid and non-assessable securities in the capital of the Corporation; (b) validly create, authorize and issue the Warrants and the Broker Warrants; and (c) allot, reserve and authorize the issuance of the Warrant Shares and the Broker Shares, as fully paid and non-assessable securities in the capital of the Corporation upon the due exercise of the Warrants and the Broker Warrants, as the case may be;

(j) neither the Corporation nor the Subsidiary is in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound and all agreements under which each of the Corporation and the Subsidiary holds an interest in personal property are in good standing according to their terms;

(k) the minute books and records of the Corporation and the Subsidiary made available to counsel for the Agents in connection with its due diligence investigations for the period from February 10, 2014 to the date hereof are all of the minute books and records of the Corporation and the Subsidiary and contain copies of all material proceedings of the shareholders, the board of directors and all committees of the board of directors of the Corporation and the Subsidiary to the date hereof. Except for the minutes of the meeting of the board of directors of the Corporation held on November 23, 2015 which have not yet been prepared, there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of either the Corporation or the Subsidiary from February 10, 2014 to the date hereof not reflected in such minute books and other records and the respective registers of directors and officers of the Corporation and of the Subsidiary are complete and accurate;

(l) the execution and delivery of each of this Agreement, the Warrant Indenture, the Warrant Certificates and the Broker Warrant Certificates and the compliance with all provisions contemplated thereunder, the offering and sale of the Offered Units and the issuance of the Offered Units and the Broker Warrants does not and will not:

(i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, securities regulatory authority or other third party, except such as have been obtained, subject only to the Additional Listing Conditions;

(ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:

1. any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, board of directors or any committee of the board of directors of the Corporation or the Subsidiary;

2. any Applicable Law applicable to the Corporation or the Subsidiary, including, without limitation, Applicable Securities Laws, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Corporation or the Subsidiary; or

3. any Material Agreement; or

(iii) give rise to any lien, charge or claim in or with respect to the properties or assets now owned by the Corporation or the Subsidiary or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting the Corporation or the Subsidiary or any of their respective properties;

(m) except as disclosed in Schedule 7(m), neither the Corporation nor the Subsidiary is a party to or bound by any non-competition agreement or any other agreement or covenant limiting the Corporation and/or the Subsidiary's ability to compete in a field or in a territory whatsoever or restricting the Corporation and/or the Subsidiary's ability to engage in business activities of any nature. Schedule 7(m) sets out the limitations applicable to the Corporation contained in such documents;

(n) all shares or other equity interest owned by the Corporation in the Subsidiary are free and clear of all hypotecs, security interests, mortgages, pledges, liens, encumbrances, claims or demands whatsoever;

(o) the Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company other than the Subsidiary and the Corporation beneficially owns, directly or indirectly, 100% of the issued and outstanding shares in the capital of the Subsidiary, which securities are issued as fully paid and non-assessable shares. No person, firm or corporation has any agreement, option, right or privilege (whether present or future, contingent or absolute, pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation or the Subsidiary of any interest in any of the shares or for the issue or allotment of any unissued shares in the capital of the Subsidiary or any other security convertible into or exchangeable for any such shares;

(p) the Corporation is, and will be at the Closing Time, an Eligible Issuer and a reporting issuer under Applicable Securities Laws in the Qualifying Jurisdictions; the Corporation is not in default in any material respect of any requirement of Applicable Securities Laws and the Corporation is not included in a list of defaulting reporting issuers maintained by the Canadian Securities Regulators. In particular, without limiting the foregoing, the Corporation is in compliance at the date hereof with its obligations to make timely disclosure of all material changes relating to it and, other than in respect of material change reports previously filed on a confidential basis and thereafter made public or material change reports previously filed on a confidential basis and in respect of which no material change ever resulted, no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation which has occurred and with respect to which the requisite material change report has not been filed, except to the extent that the Offering and the transactions contemplated thereunder may constitute a material change;

(q) the Corporation is in compliance with the policies, by-laws, rules and regulations of the TSXV;

(r) to the knowledge of the Corporation, the Corporation is not subject to a review by any of the Canadian Securities Regulators in relation to the Public Information Record;

(s) the Audited Financial Statements:

(i) fairly present the financial position, results of operations and cash flow of the Corporation and the Subsidiary as at the dates indicated therein;

(ii) have been prepared in accordance with Canadian generally accepted accounting principles applied on a consistent basis throughout the period referred to therein; and

(iii) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation and the Subsidiary,

and there has been no change in accounting policies or practices of the Corporation since the date of the Audited Financial Statements;

(t) there are no material off balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of the Corporation or the Subsidiary with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial conditions, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Corporation and the Subsidiary on a consolidated basis; there have been no material asset write downs approved by the board of directors of the Corporation except as disclosed in the interim financial statements of the Corporation for the three month period ended November 30, 2014;

(u) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by the Corporation and the Subsidiary have been paid, collected or withheld and remitted, as applicable and all Tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiary have been filed with all appropriate governmental authorities, except where such failure to pay, collect, withhold, remit or file, as the case may be, would not have a Material Adverse Effect, and all such returns, declarations, remittances and filings are substantially complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. No material examination of any Tax return of the Corporation or the Subsidiary is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by the Corporation and the Subsidiary. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Corporation and the Subsidiary;

(v) the Corporation enters into derivative transactions, if any, for hedging purposes only and the Corporation has no material exposure to any one counterparty;

(w) the Corporation has no knowledge of any material default, or any circumstances which with the giving of notice or lapse of time (or both) would give rise to a material default, by any counterparty to any transaction entered into with the Corporation or the Subsidiary;

(x) the Corporation (i) has not made any acquisition that is a "significant acquisition" within the meaning of Applicable Securities Laws or any material disposition in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements would be required to be included or incorporated by reference into the Offering Documents, and (ii) does not currently propose to make an acquisition that has progressed to a state where a reasonable person would believe that the likelihood of the acquisition being completed is high, and that would be a "significant acquisition" within the meaning of Applicable Securities Laws, if completed as of the date of the Offering Documents, and does not currently propose to enter into an agreement to sell assets that are material to its business or any other material sale transaction that has progressed to a state where a reasonable person would believe that the likelihood of the transaction being completed is high;

(y) each of the Corporation and the Subsidiary maintains a system of internal accounting controls sufficient to provide reasonable assurance that:

(i) transactions are executed in accordance with management's general or specific authorization;

(ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with Canadian generally accepted accounting principles and to maintain accountability for assets;

(iii) access to assets is permitted only in accordance with management's general or specific authorization;

(iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

(v) material information relating to the Corporation and the Subsidiary is made known to those within the Corporation responsible for the preparation of the financial statements during the period in which such financial statements have been prepared. There is no material weakness in the disclosure controls and procedures or internal control over financial reporting of the Corporation;

(z) the Auditors which are the auditors who audited the Audited Financial Statements and who provided their audit report thereon are independent public accountants under Applicable Securities Laws; there is not currently and, during the last three fiscal years, there has not been any "reportable events" (within the meaning of Regulation 51-102) between the Corporation and the Auditors;

(aa) since August 31, 2015, except as disclosed in notes 18 and 19 of the Audited Financial Statements, neither the Corporation nor the Subsidiary has incurred, assumed or suffered any liability (absolute, accrued, contingent or otherwise) or entered into any transaction which in either case is or may reasonably be expected to be material to the Corporation and the Subsidiary, taken as a whole, and which is not in the ordinary course of business;

(bb) there are no actions, suits or proceedings whether on behalf of or against the Corporation or the Subsidiary pending or, to the Corporation's knowledge, threatened against or affecting the Corporation or the Subsidiary at law or in equity before or by any federal, provincial, municipal or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign nor is there a reasonable basis for any such actions, suits or proceedings;

(cc) the Corporation and the Subsidiary own or possess adequate Intellectual Property necessary to carry on the business as now operated by them;

(dd) except as disclosed in Schedule 7(dd), none of the Intellectual Property used by the Corporation and/or the Subsidiary in the operation of their respective business has been derived, in part or in whole, from the Intellectual Property of any other person. All appropriate employees of, and consultants to the Corporation and the Subsidiary have entered into agreements with either the Corporation or the Subsidiary, as the case may be, pursuant to which all worldwide rights in and to all Intellectual Property developed by

them in the course of their relationships with the Corporation or the Subsidiary has been assigned, and belongs solely, without any restrictions or obligations whatsoever, to the Corporation or the Subsidiary. The Corporation and the Subsidiary have taken all reasonable and practical steps (including entering into confidentiality and non-disclosure agreements with all appropriate employees of the Corporation, the Subsidiary or consultants, third party developers or any other person with access to or knowledge of the Corporation's or the Subsidiary's material Intellectual Property) sufficient to safeguard and maintain the secrecy and confidentiality of, and proprietary rights in and to, all of the Corporation's or the Subsidiary's material Intellectual Property. The Corporation has no knowledge of any infringement by others of any of its or the Subsidiary's Intellectual Property rights;

(ee) the Corporation and the Subsidiary have good and valid title in and to all of the Intellectual Property that they own (which is described in the Public Information Record), free and clear of any and all encumbrances. No royalty or other fee is required to be paid by the Corporation or the Subsidiary to any other person in respect of the use of any of the Intellectual Property. To the knowledge of the Corporation and the Subsidiary, no employee of the Corporation or the Subsidiary is in violation of any term of any non-disclosure, proprietary rights or similar agreement between such employee and the Corporation or the Subsidiary. The Corporation and its current or former employees and independent contractors have not used open source material that create, or purport to create obligations in relation to the use, development, amendment or commercialization of the Corporation's products or purport to grant, to any third party, any rights or immunities under Intellectual Property rights (including using any open source materials that require, as a condition of such use, that other software combined, merged or embedded with, linked with, incorporated into, derived from or distributed with such open source materials be (i) disclosed or distributed in open source form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge or minimal charge; or (iv) licensed or distributed with notices or markings expressly referring to the open source materials);

(ff) all applications for Intellectual Property have been properly filed in jurisdictions in which Intellectual Property registrations are necessary or desirable. Such applications, and any current resulting registrations, are properly maintained and renewed in accordance with all Applicable Laws and administrative regulations of the jurisdictions in which such applications and registrations were made;

(gg) there are no restrictions on the ability of the Corporation or the Subsidiary to use and exploit all rights in and to the Intellectual Property required in the ordinary course of their respective business;

(hh) none of the development, marketing, license, sale or use of any product currently sold by the Corporation or the Subsidiary or currently under development violates or, to the knowledge of the Corporation, will violate any contract with any person or infringes or, to the knowledge of the Corporation, will infringe any Intellectual Property of any person, nor has the Corporation or the Subsidiary received notice of any such infringement from any third party;

(ii) except as disclosed in Schedule 7(ii), the Corporation and the Subsidiary have not granted any licence to any Intellectual Property used by the Corporation or the Subsidiary, and no arm's length third party has been granted any license, other than for non-commercial

research purposes, or right to license or to an assignment of (including any right of first refusal or other option to license or acquire) any Intellectual Property used by the Corporation or the Subsidiary;

(jj) all maintenance, filing and other fees payable in respect of the Corporation or the Subsidiary's Intellectual Property have been paid on a timely basis and the Corporation and the Subsidiary have not received any notice of default in payment of such fees which is currently outstanding;

(kk) none of the rights of the Corporation or the Subsidiary in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;

(ll) the research and development activities of the Corporation and of the Subsidiary are conducted in compliance with all Applicable Laws in each jurisdiction in which the Corporation and the Subsidiary conduct any of such activities. The Corporation and the Subsidiary have not received notice of any violation of any Applicable Law, or any unsatisfactory results of any investigation by a governmental authority. The Corporation and the Subsidiary are the individual or collective owners, as the case may be, of the inventions, results and all Intellectual Property rights generated in the context of such research and development activities;

(mm) each of the Corporation and the Subsidiary has filed with the applicable regulatory authority all material filings, declarations, listings, registrations, reports and submissions that are required to be so filed. All such filings were in material compliance with Applicable Laws when filed and no deficiencies have been asserted by any regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions;

(nn) the Corporation and the Subsidiary possess and are in compliance with such permits, certificates, licenses, approvals, consents and other authorizations necessary to conduct the business now operated by them, including those issued by the appropriate federal, provincial, state, municipal, local or foreign regulatory agencies or bodies, (collectively, the "**Licenses**") except for such Licenses which, if not possessed by the Corporation and its Subsidiary, would not have a Material Adverse Effect, and each License is valid, subsisting and in good standing and neither the Corporation nor the Subsidiary is in material default or breach of any License and, to the knowledge of the Corporation and the Subsidiary, no proceeding is pending or threatened, to revoke or limit any License;

(oo) each of the Corporation and the Subsidiary has good and marketable title to all properties owned by it and described in the Public Information Record in each case, free and clear of all hypothecs, mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind, and all of the leases and subleases material to the business of the Corporation and the Subsidiary and under which each of the Corporation and the Subsidiary holds properties are in full force and effect except as set out in Schedule 7(oo);

(pp) neither the Corporation nor the Subsidiary has knowledge of any legislation, or proposed legislation (published by a legislative body), which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Corporation or the Subsidiary;

(qq) there has not been and there is not currently any labour disruption or conflict which could reasonably be expected to have a Material Adverse Effect;

(rr) there have not been and there are not currently any material disagreements with any of the employees of the Corporation or the Subsidiary which are adversely affecting the carrying on of the business of the Corporation or the Subsidiary;

(ss) to the Corporation's knowledge, the Corporation and the Subsidiary are in compliance with and are not in violation of, or in default in any respect under, Applicable Laws and all other ordinances, rules, regulations, orders or decrees having the force of law (including Environmental Laws) of any governmental entities, regulatory agencies or bodies having, asserting or claiming jurisdiction over them or over any part of their respective operations or assets, and have not received a notice of non-compliance, nor have knowledge of, nor has reasonable grounds to have knowledge of, any facts that could give rise to a notice of non-compliance with any such laws;

(tt) to the Corporation's knowledge, neither the Corporation nor the Subsidiary are in violation of any provision of any foreign, federal, provincial, state, municipal or local statute, law, regulation or ordinance relating to pollution, the protection of human health or the environment (collectively, "**Environmental Laws**") and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance ("**Hazardous Substances**"), except for such violations which would not have a Material Adverse Effect; neither the Corporation nor the Subsidiary has used, except in compliance with all Environmental Laws and environmental permits, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(uu) neither the Corporation nor the Subsidiary has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law, and neither the Corporation nor the Subsidiary (including, if applicable, any predecessor companies) has settled any allegation of non-compliance short of prosecution. To the knowledge of the Corporation and the Subsidiary, there are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or the Subsidiary, nor has the Corporation or the Subsidiary received notice of any of the same;

(vv) neither the Corporation nor the Subsidiary has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. Neither the Corporation nor the Subsidiary has received any request for information in connection with any federal, provincial or municipal inquiries as to disposal sites;

(ww) there are no orders, rulings or directives issued, pending or, to the knowledge of the Corporation and the Subsidiary, threatened against the Corporation or the Subsidiary under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the property or assets of the Corporation or the Subsidiary which would have a Material Adverse Effect;

(xx) there is no Tax deficiency in respect of the obligations of the Corporation and the Subsidiary relating to applicable Tax laws and that has been, or to the knowledge of the Corporation is likely to be, asserted against the Corporation, the Subsidiary or any of their properties or assets except for such violations which would not have a Material Adverse Effect;

(yy) except as disclosed in the Prospectus, no lender to the Corporation or the Subsidiary has purchased any debentures from the Corporation or the Subsidiary;

(zz) no lender to the Corporation or the Subsidiary has reduced, or has given notice to the Corporation or the Subsidiary, or has commenced negotiations with the Corporation or the Subsidiary regarding the reduction of any credit facility or any other commitment with the Corporation or the Subsidiary and the Corporation has no knowledge that any lender will not be able to fulfill its obligations and other commitments to the Corporation or the Subsidiary;

(aaa) each of the Corporation and the Subsidiary maintains insurance policies with reputable insurers against risks of loss of or damage to its properties, assets and business of such types as management believes are customary in the case of entities engaged in the same or similar businesses to insurable values determined by management to be reasonable; each of the Corporation and the Subsidiary is not in default with respect to any provisions of such policies and has not failed to give any notice or to present any claim under any such policy in a due and timely fashion; and neither the Corporation nor the Subsidiary has reason to believe that it will not be able to renew any such insurance as and when such insurance expires;

(bbb) to the knowledge of the Corporation neither the Corporation nor the Subsidiary has ever, directly or indirectly, (a) made or authorized any contribution, payment or gift of funds or property of the Corporation or the Subsidiary or other unlawful expense relating to political activity to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or (b) made any direct or indirect contribution from corporate funds 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 *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 similar legislation applicable to the Corporation or the Subsidiary and their respective operations, and the Corporation and the Subsidiary have implemented a Code of Conduct and Ethics to, among other objectives, reasonably ensure continued compliance with such legislation;

(ccc) all statistical and market-related data included in the Offering Documents is based on or derived from sources that the Corporation believes to be reliable and accurate;

(ddd) the Corporation has filed all documents required to be filed by it with the Canadian Securities Regulators under Applicable Securities Laws, and no document has been filed on a confidential basis with the Canadian Securities Regulators that remains confidential at the date hereof. None of the documents filed in accordance with Applicable Securities Laws contained, as at the date of the filing thereof, a misrepresentation;

(eee) neither the Corporation nor the Subsidiary has taken, and they agree that none of them will take, any action that would cause any of them to become liable for any claim or

demand for a brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby, other than the Agency Fee payable under this Agreement;

(fff) the Corporation has not taken nor will it take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Corporation to facilitate the sale or resale of the Offered Units;

(ggg) other than as disclosed in the Prospectus, there are no agreements, understandings or proposed transactions between the Corporation and any of its officers, directors or affiliates;

(hhh) there are no obligations of the Corporation for indebtedness or other amounts owing to any of the officers, directors, shareholders, or employees of the Corporation. None of the officers, directors or material shareholders of the Corporation or any members of their immediate families, are indebted to the Corporation or have any direct or indirect ownership interest in any firm or corporation with which the Corporation is affiliated or with which the Corporation has a business relationship, or any firm or corporation which competes with the Corporation, other than passive investments in publicly traded companies (representing less than 5% of such company) which may compete with the Corporation. No officer, director or material shareholder, or any member of their immediate families, is, directly or indirectly, interested in any material contract with the Corporation (other than such agreements related to employment or the ownership of stock options). The Corporation is not a guarantor or indemnitor of any indebtedness of any officer, director or material shareholder of the Corporation or any member of their immediate families. For the purposes of this section, "**material shareholder**" means any shareholder who would be required to file insider reports pursuant to the Applicable Securities Laws;

(iii) except as disclosed in the annual information of the Corporation for its fiscal year ended August 31, 2015, there are no material agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Corporation or the Subsidiary is a party or to the Corporation's knowledge by which the Corporation or the Subsidiary is bound which may involve obligations (contingent or otherwise) of, or payments to, the Corporation or the Subsidiary which are material to the Corporation or the Subsidiary. To the Corporation's knowledge, neither the Corporation nor the Subsidiary is overly dependant on its business relationship with its key contracting parties so as to put its continued operation at risk;

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

(kkk) the Transfer Agent has been duly appointed the registrar and transfer agent for the Common Shares at its principal office in the City of Montréal, Québec;

(lll) the Warrant Agent has been duly appointed as warrant agent for the Warrants at its principal office in the City of Montréal, Québec;

(mmm) the Corporation is a resident of Canada within the meaning of the *Income Tax Act* (Canada);

(nnn) the operations of the Corporation and the Subsidiary are in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or the Subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;

(ooo) none of the Corporation, the Subsidiary or, to the knowledge of the Corporation, any director or officer of the Corporation or of the Subsidiary is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") and the Corporation will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any United States sanctions administered by OFAC;

(ppp) the Public Information Record complies with all Applicable Securities Laws, is in all material respects accurate and omits no material facts, the omission of which makes the Public Information Record or any particulars therein, materially misleading or incorrect, and contains no misrepresentations;

(qqq) the currently issued and outstanding Common Shares are listed and posted for trading on the TSXV and no order ceasing or suspending trading in the securities of the Corporation nor prohibiting the sale of such securities has been issued to the Corporation or its directors, officers or employees and, to the knowledge of the Corporation, no investigations or proceedings for such purposes are pending or threatened;

(rrr) the Corporation has disclosed and provided to the Agents, either directly or through the Offering Documents, all material information and material facts relating to it and to the Subsidiary, and their assets, liabilities, businesses and undertakings and such material information and material facts were, as at the time disclosed or provided, and continue to be true and correct and the Corporation has not withheld, and will not withhold, from the Agents any information relating to the Corporation, the Subsidiary or to this Agreement and its implementation that would represent a material fact to an Agent;

(sss) on December 2, 2015, the Corporation filed the Preliminary Prospectus in each of the Qualifying Jurisdictions and obtained, pursuant to the Passport System, a receipt dated December 2, 2015 from the AMF (as principal regulator) therefor, evidencing the issuance or deemed issuance, as applicable, by the Canadian Securities Regulators of receipts for the Preliminary Prospectus; and

(ttt) on December 3, 2015, the Corporation filed the Amended and Restated Preliminary Prospectus in each of the Qualifying Jurisdictions and obtained, pursuant to the Passport System, a receipt dated December 4, 2015 from the AMF (as principal regulator) therefor, evidencing the issuance or deemed issuance, as applicable, by the Canadian Securities Regulators of receipts for the Amended and Restated Preliminary Prospectus.

8. Closing

(a) The Closing shall take place at the Closing Time at the Toronto offices of Baker & McKenzie LLP or at such other place or places as the Agents and the Corporation may agree upon. At the Closing Time, the Corporation shall duly and validly deliver to the Agents certificates in definitive form and/or book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS representing the Units registered in the name of CDS & Co. or in such other name or names as shall be designated by the Agents against payment by the Agents to the Corporation of the aggregate purchase price payable to the Corporation for the Offered Units by certified cheque, bank draft or wire transfer. The payment made to the Corporation will be net of the Agency Fee and net of amounts payable pursuant to Section 13. In addition, the Corporation shall at the Closing Time issue to the Agents the Broker Warrants by execution and delivery to the Agents of the Broker Warrant Certificates.

(b) The purchase and sale of the Additional Offered Units, if applicable, shall be completed at the Over-Allotment Option Closing Time at the Toronto offices of Baker & McKenzie LLP or at such other place or places as the Agents and the Corporation may agree upon. At the Over-Allotment Option Closing Time, the Corporation shall duly and validly deliver to the Agents certificates in definitive form and/or book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS representing the Additional Offered Units registered in the name of CDS & Co. or in such other name or names as shall be designated by the Agents against payment by the Agents to the Corporation of the aggregate purchase price payable to the Corporation for the Additional Offered Units by certified cheque, bank draft or wire transfer. The payment made to the Corporation will be net of the Agency Fee and net of amounts payable pursuant to Section 13. In addition, the Corporation shall at the Over-Allotment Option Closing Time issue to the Agents the Broker Warrants by execution and delivery to the Agents of the Broker Warrant Certificates.

9. Closing Conditions

The Agents' obligation to complete the Closing at the Closing Time and any Over-Allotment Option Closing Time, as applicable, shall be subject to the accuracy of the representations and warranties of the Corporation contained in this Agreement and in certificates required to be delivered by the Corporation hereunder as of the date of this Agreement and as of the Closing Date, and any Over-Allotment Option Closing Date, as applicable, the performance by the Corporation of its obligations under this Agreement and the following conditions:

(a) *Delivery of Opinions*

The Agents shall have received a favourable legal opinion, dated the Closing Date and any Over-Allotment Option Closing Date, as applicable, in form and substance satisfactory to counsel to the Agents, acting reasonably, from Stein Monast L.L.P., counsel to the Corporation, as to the matters set forth below, which counsel in turn may

rely upon the opinions of local counsel in any Qualifying Jurisdiction where the Offered Units are sold, other than those of Québec and Canada and, as to matters of fact, on certificates of public officials and officers of the Corporation:

(i) as to the due incorporation, valid existence and corporate power and capacity of the Corporation and the Subsidiary;

(ii) as to the corporate power and authority of the Corporation and the Subsidiary to carry on their respective businesses as presently carried on as described in the Final Prospectus, and for the Corporation to carry out the transactions contemplated by the Final Prospectus and to issue the securities, as contemplated by this Agreement;

(iii) as to the registered ownership of the issued and outstanding shares of the Subsidiary;

(iv) as to the authorized and issued share capital of the Corporation;

(v) that the execution and delivery of this Agreement, the Warrant Indenture, the Warrant Certificates and the Broker Warrant Certificates, the consummation of the transactions contemplated by this Agreement, the performance by the Corporation of its obligations hereunder and thereunder, and the sale or issuance of the Unit Shares and Warrants comprising the Offered Units, the Warrant Shares, the Broker Warrants and the Broker Shares will not result in a breach of the articles or by-laws of the Corporation or resolutions of the board of directors (or any committee of such board) or the shareholders of the Corporation, or other Applicable Laws;

(vi) that all requisite corporate action has been taken by the Corporation to authorize the issue, sale and delivery of the Unit Shares, Warrant Shares and Broker Shares and that, on receipt of payment in full therefor, said Common Shares shall be validly issued and outstanding as fully paid and non-assessable shares;

(vii) that each of this Agreement, the Warrant Indenture, the Warrant Certificates and the Broker Warrant Certificates has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, creditor arrangement laws and other laws affecting creditors' rights generally and by general principles of equity except as to indemnity, contribution and waiver;

(viii) that all necessary documents have been filed and all requisite proceedings have been taken and all necessary approvals, permits, consents and authorizations of the Securities Regulators under Applicable Securities Laws have been obtained by the Corporation to qualify the Offered Units and the Broker Warrants for Distribution in each of the Qualifying Jurisdictions through investment dealers or brokers;

(ix) that the Corporation was, at the time of the filing of each Prospectus, eligible to utilize the short form prospectus system provided for by Regulation 44-101;

(x) that all requisite corporate action has been taken by the Corporation to authorize the execution and delivery of each of this Agreement, the Warrant Indenture, the Warrant Certificates, the Broker Warrant Certificates, the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus and, if applicable, any Supplementary Materials, and the filing of such documents under Applicable Securities Laws;

(xi) that the disclosure in the Prospectus under the heading "Description of the Securities Distributed" insofar as it purports to be a summary of the attributes of the Offered Units is fair, complete and accurate in all material respects;

(xii) that the forms and terms of the certificate representing the Common Shares and the Broker Warrant Certificate comply with the requirements of the *Business Corporations Act* (Québec), the Corporation's articles and by-laws, and, with respect to the certificate representing the Common Shares, conforms with the requirements of the TSXV Corporate Finance Manual, and all have been duly approved by the board of directors of the Corporation;

(xiii) as to the conditional approval of the TSXV for the listing of the Unit Shares, Warrant Shares and Broker Shares issued or issuable in connection with the Offering, subject only the satisfaction by the Corporation of the Additional Listing Conditions;

(xiv) that no consent, permit, approval or authorization of any Canadian or provincial governmental agency is required to enable the Corporation to create, issue, sell and deliver the Offered Units, the Broker Warrants and the Unit Shares, the Warrant Shares and the Broker Shares as contemplated by the Prospectus, other than those that have been obtained;

(xv) that the statements in the Prospectus under "Eligibility for Investment" and "Canadian Federal Income Tax Considerations" are an accurate summary of such laws in all material respects, subject to the limitations and qualifications stated or referred to in the Prospectus;

(xvi) as to the due appointment of the Transfer Agent as transfer agent and registrar for the Common Shares and the Warrant Agent as warrant agent for the Warrants;

(xvii) as to compliance with laws of the Province of Québec relating to the use of the French language (other than those relating to verbal communications) in respect of the Offering Documents to be delivered to Purchasers in the Province of Québec in connection with the distribution of the Offered Units; and

(xviii) as to such other matters as the Agents may reasonably request.

(b) *Delivery of Comfort Letter*

The Agents shall have received a letter dated the Closing Date and any Over-Allotment Option Closing Date, as applicable, in form and substance satisfactory to the Agents, acting reasonably, from the Auditors, confirming the continued accuracy of the comfort letter to be delivered to the Agents pursuant to subsection 4(a)(iii) with such changes as may be necessary to bring the information in such letter forward to a date not more than

two Business Days prior to the Closing Date and any Over-Allotment Option Closing Date, as applicable, which changes shall be acceptable to the Agents.

(c) *Delivery of Certificates*

(i) The Agents shall have received one or more certificates and/or book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS evidencing the Units and the Broker Warrants;

(ii) the Agents shall have received a certificate dated the Closing Date and any Over-Allotment Option Closing Date, as applicable, and signed by the President and Chief Executive Officer and the Chief Financial Officer of the Corporation or other officers of the Corporation acceptable to the Agents, certifying for and on behalf of the Corporation after having made due inquiry and after having examined the Prospectus that:

(i) since the respective dates as of which information is given in the Final Prospectus as amended by any prospectus amendment: (A) there has been no material change (whether actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, financial condition, affairs, operations, business prospects, assets or liabilities (contingent or otherwise) or capital of the Corporation and the Subsidiary on a consolidated basis; and (B) no transaction has been entered into by any of the Corporation or the Subsidiary which constitutes a material change, other than as disclosed in the Final Prospectus or any Supplementary Materials, as the case may be;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Common Shares or any other securities of the Corporation has been issued by any securities regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Applicable Securities Laws or by any other regulatory authority;

(iii) the Corporation has complied with and satisfied the covenants, terms and conditions of this Agreement on its part to be complied with and satisfied up to the Closing Time and any Over-Allotment Option Closing Time, as applicable;

(iv) the representations and warranties of the Corporation contained in this Agreement are true and correct in all respects as if made at and as of the Closing Time and any Over-Allotment Option Closing Time, as applicable;

(v) there are no contingent liabilities affecting the Corporation which are material to the Corporation, other than as disclosed in the Final Prospectus or any Supplementary Material, as the case may be;

(vi) the responses to the questions posed to each of management of the Corporation at the due diligence sessions held on December 1, 2015,

December 2, 2015 and December 11, 2015 remain true and complete in all respects, as if such statements were made at and as of the Closing Time and any Over-Allotment Option Closing Time, as applicable; and

(vii) such other matters as the Agents may reasonably request;

(viii) the Agents shall have received an incumbency certificate dated the Closing Date and any Over-Allotment Option Closing Date, as applicable, including specimen signatures of the President and Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder; and

(ix) the Agents shall have received a certificate of status or equivalent thereof in respect of the Corporation and the Subsidiary.

(d) *TSXV Listing*

The Corporation shall have received the conditional approval of the TSXV for the listing of the Unit Shares, Warrant Shares and Broker Shares issuable in connection with the Offering for trading on such exchange, subject only to satisfaction by the Corporation of the Additional Listing Conditions, no later than on the close of business on the last Business Day preceding the Closing Date, and the Unit Shares shall be posted for trading on the Closing Date and the Over-Allotment Option Closing Date, as applicable, all to the satisfaction of the Agents, acting reasonably.

(e) *Lock-up Agreements*

Each of the directors and officers of the Corporation will have executed a lock-up agreement substantially in the form set out in Schedule "C" hereto.

(f) *Delivery of Consents*

The Agents shall have received a copy of all consents required to proceed with the Offering.

(g) *Other Matters*

(i) The Agents and their counsel shall have been provided with all information and documentation reasonably requested relating to their due diligence inquiries and investigations;

(ii) the Agents shall have received excerpts from the list of reporting issuers not in default maintained by the applicable Canadian Securities Regulators; and

(iii) the Agents shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to evidence the accuracy of any of the representations or warranties, or the fulfilment of any of the conditions, herein contained; and all proceedings required to be taken in connection with the issuance and sale of the Offered Units as herein contemplated shall be satisfactory in form and substance to the Agents and their counsel acting reasonably.

The Corporation agrees that the aforesaid legal opinions and certificates to be delivered at the Closing Time and any Over-Allotment Option Closing Time, as applicable, will be addressed to the Agents and the Agents' counsel. The comfort letter described in subsection 9(b) shall also be addressed to the directors of the Corporation.

10. All Terms to be Conditions

The Corporation agrees that all terms and conditions contained in this Agreement, including those terms in Section 9 shall be construed as conditions and complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use its best efforts to cause such conditions to be satisfied by it, and that any breach or failure by the Corporation to comply with any such conditions shall entitle any of the Agents to terminate their obligations hereunder by notice to that effect given to the Corporation at or prior to the Closing Time and any Over-Allotment Option Closing Time, as applicable. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any such terms and conditions or any other or subsequent breach or non-compliance of the Corporation, provided that to be binding on the Agents, any such waiver or extension must be in writing and signed by the Agents.

11. Rights of Termination

Without limiting any of the other provisions of this Agreement, the Agents (or any one of them) will be entitled, at their option, to terminate and cancel, without any liability on its part or on the part of the Purchasers, their obligations under this Agreement by giving written notice to the Corporation at any time prior to the Closing Time and any Over-Allotment Option Closing Time, as applicable, if, after the date hereof and at any time prior to the Closing:

(a) there shall have occurred any change in any material fact, material adverse change (actual, intended, anticipated or threatened) or the Agents shall have discovered any previously undisclosed material fact (determined by the Agents in their sole discretion) in relation to the Corporation, which, in the sole opinion of the Agents, acting reasonably, prevents or restricts trading in or the Distribution of the Offered Units or securities underlying the Offered Units or materially adversely affects or would reasonably be expected to materially adversely affect the market price or value of the Offered Units or securities underlying the Offered Units;

(b) there shall have occurred any change in the applicable securities laws of any province of Canada or any inquiry, investigation or other proceeding by a securities regulatory authority or any order is issued under or pursuant to any statute of Canada or any province thereof or any stock exchange in relation to the Corporation or any of its securities (except for any inquiry, investigation or other proceeding based upon activities of the Agents and not upon activities of the Corporation) which, in the sole opinion of the Agents, acting reasonably, prevents or restricts trading in or the Distribution of the Offered Units or securities underlying the Offered Units or materially adversely affects or would reasonably be expected to materially adversely affect the market price or value of the Offered Units or securities underlying the Offered Units;

(c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, accident, public protest, government law or regulation, war or act of terrorism of national or international consequence or any law or regulation which, in the sole opinion of the Agents, acting reasonably, materially adversely affects or involves, or may materially adversely affect or

involve, the financial markets or the business, operations or affairs of the Corporation or the market price or value or marketability of the Offered Units or the securities underlying the Offered Units;

(d) the state of the financial markets, whether national or international, is such that in the sole opinion of the Agents, acting reasonably, it would be impractical or unprofitable to offer or continue to offer the Offered Units for sale;

(e) a cease trading order with respect to any securities of the Corporation is made by any securities regulator or other competent authority by reason of the fault of the Corporation or its directors, officers and agents and such cease trading order has not been rescinded within 48 hours;

(f) the Agents, acting reasonably, are not satisfied in their sole discretion with their due diligence review and investigations;

(g) there is an enquiry or investigation (whether formal or informal) by any regulatory authority in relation to the Corporation or any one of its directors or officers, or any of its material shareholders;

(h) the Corporation is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement becomes or is false or misleading;

(i) any condition of this Agreement shall remain outstanding and uncompleted at any time after the time which it is required to be completed, except such as have been waived by the Agents; or

(j) the Corporation receives notice from the TSXV that the Unit Shares, Warrant Shares, and/or Broker Shares shall not be accepted for listing on the TSXV.

The rights of termination contained herein are in addition to any other rights or remedies that the Agents may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement or otherwise.

In the event of any such termination, there shall be no further liability on the part of the Agents to the Corporation or on the part of the Corporation to the Agents except in respect of any liability which may have arisen prior to or arise after such termination under any of Sections 12 and 13.

12. Indemnity and Contribution

(a) The Corporation (the "**Indemnitor**") hereby agrees to indemnify and hold the Agents, any of their affiliates and the directors, officers, employees, agents and shareholders of the Agents (collectively, the "**Indemnified Parties**" and each, an "**Indemnified Party**") harmless from and against any and all expenses, losses (other than indirect, special or consequential losses or loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims, and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against an Indemnified Party, to which an Indemnified Party may become subject or otherwise involved in any capacity under any statute or ordinary law or otherwise)

caused or incurred, directly or indirectly, by reason of or in connection with, the performance of professional services rendered to the Indemnitor by an Indemnified Party hereunder or otherwise in connection with the matters referred to in this Agreement, including, without limitation, the following:

(i) any information or statement (except any information or statement relating solely to the Agents) contained in the Offering Documents, which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or any omission or any alleged omission to state therein any fact or information (except facts or information relating solely to the Agents) required to be stated therein or necessary to make any of the statements therein not misleading in light of the circumstances in which they are made;

(ii) the omission or alleged omission to state in any certificate of the Indemnitor or of any officers of the Indemnitor delivered in connection with the Offering any material fact (except facts or information relating solely to the Agents) required to be stated therein where such omission or alleged omission constitutes or is alleged to constitute a misrepresentation;

(iii) any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or by any other competent authority, based upon any misrepresentation (as defined in the *Securities Act* (Québec)) or alleged misrepresentation (except a misrepresentation relating solely to the Agents) in the Offering Documents (except any document or material delivered or filed solely by the Agents) based upon any failure or alleged failure to comply with Applicable Securities Laws (other than any failure or alleged failure to comply by the Agents) preventing and restricting the trading in or the sale of the Common Shares in any province of Canada;

(iv) the non-compliance or alleged non-compliance by the Indemnitor with any material requirement of Applicable Securities Laws, including the Indemnitor's non-compliance with any statutory requirement to make any document available for inspection; or

(v) material breach of any representation, warranty or covenant of the Indemnitor contained in this Agreement or the failure of the Indemnitor to comply in all material respects with any of its obligations hereunder.

(b) The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(i) an Indemnified Party has been grossly negligent, dishonest or has committed any fraudulent act in the course of the performance of its services under this Agreement, or has breached the terms of this Agreement; and

(ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were caused directly by the gross negligence, dishonesty or fraud referred to in the foregoing subparagraph 12(b)(i).

(c) If for any reason (other than the occurrence of any of the events itemized in the foregoing subparagraphs 12(b)(i) or 12(b)(ii)), the foregoing indemnification is unavailable to the

Indemnified Party or insufficient to hold it harmless, then the Indemnitor shall contribute to the amount paid or payable by the Indemnified Party as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party, as well as any relevant equitable considerations; provided that the Indemnitor shall, in any event, contribute to the amount paid or payable by the Indemnified Party as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the fees received by the Agents pursuant to this Agreement.

(d) Promptly after receipt of notice of the commencement of any legal proceeding against an Indemnified Party or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Indemnified Party will notify the Indemnitor in writing of the particulars. The omission so to notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to the Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnitor would otherwise have under this indemnity had the Indemnified Party not so delayed in giving or failed to give the notice required hereunder.

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

(f) Notwithstanding the foregoing subparagraph 12(e), an Indemnified Party shall have the right, at the Indemnitor's expense, to employ counsel of the Indemnified Party's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Indemnitor; or (ii) the Indemnitor has not assumed the defence and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Indemnitor has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor (in which event and to that extent, the Indemnitor shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Indemnified Party shall not have the right to assume or direct the defence on the Indemnified Party's behalf). In connection therewith, the reasonable fees and expenses (on normal commercial terms) of counsel retained by the Indemnified Party as well as the reasonable costs (including an amount to reimburse the

Indemnified Party for time spent at their normal *per diem* rates) shall be paid by the Indemnitor as they occur.

(g) No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnified Party affected. No admission of liability shall be made and the Indemnitor shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

(h) The Indemnitor hereby waives all rights which it may have by statute or common law to recover contribution from any Indemnified Party in respect of losses, claims, costs, damages, expenses or liabilities which any of them may suffer or incur directly or indirectly (in this paragraph, "**losses**") by reason of or in consequence of a document containing a misrepresentation; provided, however, that such waiver shall not apply in respect of losses by reason of or in consequence of any misrepresentation which is based upon or results from information or statements furnished by or relating solely to an Indemnified Party.

(i) To the extent that any Indemnified Party is not a party to this Agreement, the Agents shall obtain and hold the right and benefit of the indemnity provisions hereunder in trust for and on behalf of such Indemnified Party.

(j) The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor 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 Indemnitor and each Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement and/or the termination of this Agreement.

13. Expenses

The Corporation agrees to pay all costs, fees and expenses (and all applicable taxes) incidental to the performance of the obligations set forth under this Agreement and for all costs, fees and expenses (and all applicable taxes) related to the Offering, whether or not the transactions contemplated herein are consummated, including all costs and expenses incidental to:

(a) the printing or other publication of all documents contemplated hereby, including all costs of printing the Offering Documents;

(b) all arrangements relating to the delivery to the Agents of copies of the foregoing documents;

(c) the fees and disbursements of the Corporation's counsel, the Auditors and any other experts or advisors retained by the Corporation;

(d) the translation of the Prospectus and any Supplementary Material;

(e) the preparation, issue and delivery to the Agents of any certificates, as the case may be, evidencing the Offered Units and the Broker Warrants, including all fees in connection with the services of the Transfer Agent and the Warrant Agent; and

(f) the qualification for distribution of the Offered Units and the Broker Warrants under Applicable Securities Laws, including all applicable fees and all listing fees relating to the listing of the Unit Shares, Warrant Shares and Broker Shares.

Legal fees and expenses of the Agents' counsel, up to a maximum of $90,000 plus disbursements and applicable taxes, and out of pocket expenses of the Agents (including their travel expenses in connection with due diligence and marketing activities), up to a maximum of $5,000, shall be borne by the Corporation.

All reasonable expenses incurred by or on behalf of the Agents and all fees and disbursements of counsel to the Agents payable pursuant to the foregoing shall be deducted from the aggregate purchase price for the Offered Units in accordance with Section 8.

14. Restrictions on Further Issue or Sales

The Corporation agrees that it shall not, directly or indirectly, issue, negotiate or enter into any agreement to sell or issue or announce the issue of, any equity securities of the Corporation or other securities convertible into equity securities, other than: (i) as contemplated herein; (ii) pursuant to an offering of units of the Corporation on a private placement basis on the same terms as the Offered Units to purchasers resident in the United States which will be completed on or about the Closing Date; (iii) pursuant to the exercise of options pursuant to the Corporation's stock option plan or issuance of securities pursuant to the exercise or conversion, as the case may be, of options, convertible debt or securities of the Corporation outstanding on the date hereof; or (iv) in connection with a bona fide acquisition by the Corporation of the shares or assets of other corporations or entities, for a period of 90 days following the Closing Date, without the prior written consent of the Lead Agent, on behalf of the Agents.

15. Survival of Representations, Warranties, Covenants and Agreements

The representations, warranties, covenants and agreements of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Units shall survive the purchase of the Offered Units and shall continue in full force and effect unaffected by any subsequent disposition of the Unit Shares or Warrants issued in connection with the Offering by the Purchasers thereof or the termination of the Agents' obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the preparation of the Prospectus, any Supplementary Material or the Distribution of the Offered Units.

16. Time

Time is of the essence of this Agreement.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

18. Conflict of Interest

The Corporation acknowledges that the Agents and their affiliates carry on a range of businesses, including providing stockbroking, investment advisory, research, investment management and custodial services to clients and trading in financial products as agent or principal. It is possible that the Agents and

other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The Corporation agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Corporation's interests under this Agreement.

19. Fiduciary

The Corporation hereby acknowledges that the Agents are acting solely as agents in connection with the offer and sale of the Offered Units. The Corporation further acknowledges that the Agents are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agents act or be responsible as a fiduciary to the Corporation, its management, shareholders or creditors or any other person in connection with any activity that the Agents may undertake or have undertaken in furtherance of such offer and sale of the Corporation's securities, either before or after the date hereof. The Agents hereby expressly disclaim any fiduciary or similar obligations to the Corporation, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Corporation hereby confirms its understanding and agreement to that effect. The Corporation and the Agents agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agents to the Corporation regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Corporation's securities, do not constitute advice or recommendations to the Corporation. The Corporation and the Agents agree that the Agents are acting as principals and not the agents or fiduciaries of the Corporation and the Agents have not, and the Agents will not assume, any advisory responsibility in favour of the Corporation with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Agents have advised or are currently advising the Corporation on other matters). The Corporation hereby waives and releases, to the fullest extent permitted by law, any claims that the Corporation may have against the Agents with respect to any breach or alleged breach of any fiduciary duty to the Corporation in connection with the transactions contemplated by this Agreement.

20. Notice

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**Notice**") shall be in writing addressed as follows:

If to the Corporation, addressed and sent to:

Opsens Inc.
2014 Cyrille-Duquet Street, Suite 125
Québec, Québec G1N 4N6

Attention: Louis Laflamme
President and Chief Executive Officer

Facsimile: (418) 682-9939
Email: louis.laflamme@opsens.com

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

Stein Monast L.L.P.

Stein Monast Building
70 Dalhousie Street, Suite 300
Québec, Québec G1K 4B2

Attention: Richard Provencher

Facsimile: (418) 523-5391
Email: richard.provencher@steinmonast.ca

If to the Agents, addressed and sent to:

Paradigm Capital Inc.
95 Wellington Street West, Suite 2101
Toronto, Ontario M5J 2N7

Attention: Ian M.H. Joseph

Facsimile: (416) 361-6050
Email: ijoseph@paradigmcap.com

RBC Dominion Securities Inc.
1 Place Ville Marie, Suite 300
Montréal, Québec H3B 4R8

Attention: Kiron Mondal

Facsimile: (514) 878-7220
Email: kiron.mondal@rbccm.com

M Partners Inc.
100 Wellington Street West, Suite 2201
Toronto, Ontario M5K 1K2

Attention: Thomas Kofman

Facsimile: (416) 603-8608
Email: tk@mpartners.ca

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

Baker & McKenzie LLP
Brookfield Place, Bay / Wellington Tower
181 Bay Street, Suite 2100
Toronto, Ontario M5J 2T3

Attention: Sonia Yung

Facsimile: (416) 863-6275
Email: sonia.yung@bakermckenzie.com

or to such other address as any of the persons may designate by giving Notice to the others in accordance with this Section.

Each Notice shall be personally delivered to the addressee or sent by fax to the addressee and:

(a) a Notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and

(b) a Notice which is sent by fax shall be deemed to be given and received on the first Business Day following the day on which it is sent, provided that the sender has evidence of a successful transmission, such as a fax confirmation.

21. Entire Agreement

The provisions herein contained constitute the entire agreement between the parties relating to the Offering and supersede all previous communications, representations, understandings and agreements between the parties, including the Engagement Letter, with respect to the subject matter hereof whether verbal or written.

22. Press Releases

Any press release connected with the Offering issued by the Corporation shall be issued only after consultation with the Agents and in compliance with Applicable Securities Laws. If the Offering is successfully completed, the Agents shall be permitted to publish, at the Agents' expense, such advertisements or announcements relating to the services provided hereunder in such newspaper or other publications as it may consider appropriate.

23. Further Assurances

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

24. Assignment

Except as contemplated herein, no party hereto may assign this Agreement or any part hereof without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall enure to the benefit of, and shall be binding upon, the Corporation and the Agents and their successors and legal representatives, and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions contained in this Agreement, this Agreement and all conditions and provisions of this Agreement being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person except that the covenants and indemnities of the Corporation set out under the heading "Indemnity and Contribution" shall also be for the benefit of the Indemnified Parties.

25. Severability

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

26. Counterparts

This Agreement may be executed by any one or more of the parties to this Agreement in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and electronically transmitted documents shall together constitute one and the same agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing this letter where indicated below and returning the same to the Agents upon which this letter as so accepted shall constitute an agreement between us.

Yours very truly,

PARADIGM CAPITAL INC.

By: (signed) "*Ian M. H. Joseph*"
Name: Ian M. H. Joseph
Title: President

RBC DOMINION SECURITIES INC.

By: (signed) "*Kiron Mondal*"
Name: Kiron Mondal
Title: Managing Director

M PARTNERS INC.

By: (signed) "*Thomas Kofman*"
Name: Thomas Kofman
Title: Chairman

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

OPSENS INC.

By: (signed) "*Louis Laflamme*"
Name: Louis Laflamme
Title: President and Chief Executive Officer

SCHEDULE "A"

DISCLOSURE SCHEDULE

Schedule 7(m)

LUMASENSE TECHNOLOGIES INC. ("**LUMASENSE**")

LICENSEE OF THE ELECTRICAL ENERGY GENERATION, TRANSMISSION OR DISTRIBUTION DIVISION. A LICENSE FOR ONE OF THE CORPORATION'S TECHNOLOGIES HAS BEEN GRANTED TO LUMASENSE. MOREOVER, PURSUANT TO A LICENSE AGREEMENT DATED AUGUST 16, 2010, THE CORPORATION AGREED NOT TO PENETRATE LUMASENSE'S MARKET FOR A PERIOD OF 5 YEARS AND NOT TO ACQUIRE ANY BUSINESS COMPETING WITH LUMASENSE FOR A PERIOD OF 10 YEARS.

ABIOMED INC. ("**ABIOMED**")

AMENDED AND RESTATED CO-DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN ABIOMED AND THE CORPORATION ON APRIL 14, 2014 AND AMENDED AND RESTATED SUPPLY AGREEMENT ENTERED INTO BETWEEN ABIOMED AND THE CORPORATION ON APRIL 14, 2014, BY WHICH THE CORPORATION AGREED TO GRANT A WORLDWIDE EXCLUSIVE LICENSE FOR CARDIO-CIRCULATORY ASSIST DEVICES WITH CERTAIN SPECIFIC EXCEPTIONS AND NOT TO PENETRATE THIS MARKET SEGMENT FOR THE WHOLE DURATION OF THE AGREEMENT.

INFICON AG ("**INFICON**")

R&D COLLABORATION AGREEMENT AND CROSS-LICENSE AGREEMENT ENTERED INTO BETWEEN INFICON AND THE CORPORATION ON FEBRUARY 17, 2006, BY WHICH THE CORPORATION OBTAINED CERTAIN RIGHTS ON A SPECIFIC TECHNOLOGY, BUT ALSO LICENSED CERTAIN INTELLECTUAL PROPERTY ELEMENTS WHICH RESTRICT THE CORPORATION'S ACTIVITIES IN THE MARKET OF PRESSURE MEASUREMENT IN SEMICONDUCTOR MARKET AND OTHER MARKETS WHERE PRESSURE MEASUREMENT IS USED IN CONJUNCTION WITH VACUUM SYSTEM AND VACUUM PRESSURE MEASUREMENT MARKET.

ACIST MEDICAL SYSTEMS, INC.

SETTLEMENT AGREEMENT ENTERED INTO BETWEEN ACIST MEDICAL SYSTEMS, INC. AND THE CORPORATION ON FEBRUARY 28, 2012, BY WHICH THE CORPORATION AGREED NOT TO ACHIEVE ANY WORK ON THE EASYWIRE FOR A PERIOD OF 39 MONTHS.

ZEON MEDICAL INC. ("**ZEON**")

EXCLUSIVE LICENSE AGREEMENT ENTERED INTO BETWEEN ZEON AND THE CORPORATION ON APRIL 13, 2004 WITH A FIRST AMENDING AGREEMENT SIGNED IN JUNE 2015 AND A SECOND AMENDING AGREEMENT ENTERED INTO ON OCTOBER 31, 2015 AND FFR AGREEMENTS ENTERED INTO ON NOVEMBER 19, 2012, WHEREBY THE CORPORATION ASSIGNED ITS EXCLUSIVE DISTRIBUTION RIGHTS FOR INTRA-AORTIC BALLOON PUMPS (WITH CERTAIN SPECIFIC EXCEPTIONS) AND FFR TO ZEON IN JAPAN, KOREA AND

TAIWAN, INCLUDING A RIGHT OF FIRST NEGOTIATION REGARDING THE COMMERCIALIZATION OF THE EASYWIRE AS WELL AS RESTRICTIVE COVENANTS REGARDING THE IMPOSITION OF LIENS.

Schedule 7(dd)

MASTER LICENSE AGREEMENT ENTERED INTO BETWEEN SURMODICS, INC. ("**SURMODICS**") AND THE CORPORATION ON APRIL 28, 2015 BY WHICH SURMODICS GRANTED TO THE CORPORATION A LICENCE FOR MEDICAL PRODUCTS THAT ARE SURFACE-TREATED WITH PHOTOREACTIVE POLYVINYLPYRROLIDONE COPOLYMER, NON-PHOTOREACTIVE POLYVINYLPYRROLIDONE, PHOTOREACTIVE POLYACRYLAMIDE COPOLYMER, AND THE PHOTO-REACTIVE CROSSLINKING AGENT KNOWN TO THE PARTIES AS PR05, COLLECTIVELY FOR THE SOLE PURPOSE OF PROVIDING A LUBRICIOUS SURFACE TO THE MEDICAL PRODUCTS.

Schedule 7(oo)

CAISSE DESJARDINS DE SAINTE-FOY

- CONVENTIONAL HYPOTHEC WITHOUT DELIVERY / FLOATING HYPOTHEC.

ZEON

- MOVEABLE HYPOTHEC ON CERTAIN EQUIPMENT.

CORPORATION

- REGISTRATION 12-0957487-0001; CONVENTIONAL HYPOTHEC WITHOUT DELIVERY; HOLDER: BAILLARGEON LOUIS PHILIPPE 1953-10-20; CREDITOR ZEON MEDICAL INC.;
- REGISTRATION 11-0531182-0003; CONVENTIONAL HYPOTHEC WITHOUT DELIVERY; HOLDER: CAISSE DESJARDINS DE STE-FOY;
- REGISTRATION 11-0531182-0001; FLOATING HYPOTHEC; HOLDER: CAISSE DESJARDINS DE STE FOY;
- REGISTRATION 06-0462221-0002; CONVENTIONAL HYPOTHEC WITHOUT DELIVERY; HOLDER: CAPITAL DCB INC;
- REGISTRATION 06-0179891-0001; FLOATING HYPOTHEC; HOLDER: CAISSE DESJARDINS DE SAINTE-FOY;
- REGISTRATION 06-0179877-0001; CONVENTIONAL HYPOTHEC WITHOUT DELIVERY; HOLDER: CAISSE DESJARDINS DE SAINTE-FOY; AND
- REGISTRATION 06-0179871-0001; CONVENTIONAL HYPOTHEC WITHOUT DELIVERY; HOLDER: CAISSE DESJARDINS DE SAINTE-FOY.

SUBSIDIARY

- REGISTRATION AGAINST SUBSIDIARY IN FAVOUR OF THE CORPORATION INDICATING AN INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY;
- REGISTRATION AGAINST THE SUBSIDIARY IN FAVOUR OF FORD CREDIT CANADA LIMITED INDICATING AN INTEREST IN A 2012 FORD F350;

- REGISTRATION AGAINST THE SUBSIDIARY IN FAVOUR OF NISSAN CANADA FINANCE A DIVISION OF NISSAN CANADA INC. INDICATING AN INTEREST IN A 2012 NISSAN NV; AND
- REGISTRATION AGAINST THE SUBSIDIARY IN FAVOUR OF NISSAN CANADA FINANCE A DIVISION OF NISSAN CANADA INC. INDICATING AN INTEREST IN A 2012 NISSAN NV.

Schedule 7(ii)

LUMASENSE

LICENSEE OF THE ELECTRICAL ENERGY GENERATION, TRANSMISSION OR DISTRIBUTION DIVISION. A LICENSE FOR ONE OF THE CORPORATION'S TECHNOLOGIES HAS BEEN GRANTED TO LUMASENSE. MOREOVER, PURSUANT TO A LICENSE AGREEMENT DATED AUGUST 16, 2010, THE CORPORATION AGREED NOT TO PENETRATE LUMASENSE'S MARKET FOR A PERIOD OF 5 YEARS AND NOT TO ACQUIRE ANY BUSINESS COMPETING WITH LUMASENSE FOR A PERIOD OF 10 YEARS.

ABIOMED

AMENDED AND RESTATED CO-DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN ABIOMED AND THE CORPORATION ON APRIL 14, 2014 AND AMENDED AND RESTATED SUPPLY AGREEMENT ENTERED INTO BETWEEN ABIOMED AND THE CORPORATION ON APRIL 14, 2014, BY WHICH THE CORPORATION AGREED TO GRANT A WORLDWIDE EXCLUSIVE LICENSE FOR CARDIO-CIRCULATORY ASSIST DEVICES WITH CERTAIN SPECIFIC EXCEPTIONS AND NOT TO PENETRATE THIS MARKET SEGMENT FOR THE WHOLE DURATION OF THE AGREEMENT.

INFICON

R&D COLLABORATION AGREEMENT AND CROSS-LICENSE AGREEMENT ENTERED INTO BETWEEN INFICON AND THE CORPORATION ON FEBRUARY 17, 2006, BY WHICH THE CORPORATION OBTAINED CERTAIN RIGHTS ON A SPECIFIC TECHNOLOGY, BUT ALSO LICENSED CERTAIN INTELLECTUAL PROPERTY ELEMENTS WHICH RESTRICT THE CORPORATION'S ACTIVITIES IN THE MARKET OF PRESSURE MEASUREMENT IN SEMICONDUCTOR MARKET AND OTHER MARKETS WHERE PRESSURE MEASUREMENT IS USED IN CONJUNCTION WITH VACUUM SYSTEM AND VACUUM PRESSURE MEASUREMENT MARKET.

ZEON

EXCLUSIVE LICENSE AGREEMENT ENTERED INTO BETWEEN ZEON AND THE CORPORATION ON APRIL 13, 2004 WITH A FIRST AMENDING AGREEMENT SIGNED IN JUNE 2015 AND A SECOND AMENDING AGREEMENT ENTERED INTO ON OCTOBER 31, 2015 AND FFR AGREEMENTS ENTERED INTO ON NOVEMBER 19, 2012, WHEREBY THE CORPORATION ASSIGNED ITS EXCLUSIVE DISTRIBUTION RIGHTS FOR INTRA-AORTIC BALLOON PUMPS (WITH CERTAIN SPECIFIC EXCEPTIONS) AND FFR TO ZEON IN JAPAN, KOREA AND TAIWAN, INCLUDING A RIGHT OF FIRST NEGOTIATION REGARDING THE COMMERCIALIZATION OF THE EASYWIRE AS WELL AS RESTRICTIVE COVENANTS REGARDING THE IMPOSITION OF LIENS.

SCHEDULE "B"

FORM OF BROKER WARRANT CERTIFICATE

BROKER WARRANTS TO PURCHASE COMMON SHARES OF OPSENS INC.

Exercisable Commencing

December ●, 2015

Certificate No. ● - 2015

THIS CERTIFIES that, for value received, ● (the "**Holder**") is the registered holder of non-assignable options (the "**Broker Warrants**") which entitle the holder, subject to the terms and conditions set forth in this certificate, to purchase from Opsens Inc. (the "**Corporation**") up to ● fully paid and non-assessable common shares of the Corporation (the "**Broker Shares**"), at any time commencing on the date hereof and continuing up to 5:00 p.m. Montréal time on ●, 2017 which is eighteen (18) months after the date hereof (the "**Time of Expiry**") on payment of $0.88 per Broker Share (the "**Exercise Price**"). The number of Broker Shares which the Holder is entitled to acquire upon exercise of the Broker Warrants and the Exercise Price are subject to adjustment as hereinafter provided.

(a) Election to Purchase. The Broker Warrants evidenced by this certificate may be exercised by the Holder, in whole or in part, in accordance with the provisions hereof by delivery of an Election to Purchase in substantially the form attached, properly completed and executed, together with payment of the Exercise Price for the number of Broker Shares specified in the Election to Purchase at the principal office of the Corporation at 2014 Cyrille-Duquet Street, Suite 125, Québec, Québec, G1N 4N6, or such other address in Canada as may be notified in writing by the Corporation. In the event that the rights evidenced by this certificate are exercised in part, the Corporation shall, contemporaneously with the issuance of the Broker Shares issuable on the partial exercise of Broker Warrants, issue to the Holder a certificate, dated December ●, 2015, on identical terms in respect of that number of Broker Warrants in respect of which the Holder has not exercised the rights evidenced by this certificate, provided that the Corporation shall not be so required if the Election to Purchase is received after the Time of Expiry.

(b) Exercise. The Corporation shall, on the day determined by the Holder, but in no event, unless the Holder and the Corporation otherwise agree in writing, earlier than two (2) or later than ten (10) business days following the date it receives a duly executed Election to Purchase and the Exercise Price for the number of Broker Shares specified in the Election to Purchase (the "**Exercise Date**"), issue and deliver that number of Broker Shares specified in the Election to Purchase as fully paid and non-assessable common shares in the share capital of the Corporation (the "**Common Shares**").

(c) Common Share Certificates. The Corporation shall, on the day determined by the Holder, but in no event, unless the Holder and the Corporation otherwise agree in writing, earlier than two (2) or later than ten (10) business days following the Exercise Date, issue and deliver to the Holder, registered in such name or names as the Holder may direct or if no such direction has been given, in the name of the Holder, a certificate or certificates for the number of Broker Shares specified in the Election to Purchase. To the extent permitted by law, such exercise shall be deemed to have

been effected as of the close of business on the Exercise Date, and at such time the rights of the Holder with respect to the portion of the Broker Warrants which has been exercised as such shall cease, and the person or persons in whose name or names any certificate or certificates for Broker Shares shall then be issuable upon such exercise shall be deemed to have become the holder or holders of record of the Broker Shares represented thereby.

(d) Fractional Broker Shares. No fractional Broker Shares shall be issued upon the full or partial exercise of Broker Warrants and no payments or adjustment shall be made upon any exercise on account of any cash dividends on the Broker Shares issued upon such exercise. If any fractional interest in a Broker Share would, except for the provisions of the first sentence of this Section (d), be deliverable upon full or partial exercise of Broker Warrants, the Corporation shall, in lieu, deliver that number of Broker Shares to which the Holder is entitled rounded to the nearest whole number.

(e) Corporate Changes.

(i) Subject to Section (e)(ii) hereof, if the Corporation shall be a party to any reorganization, merger, dissolution or sale of all or substantially all of its assets, whether or not the Corporation is the surviving entity, the number of Broker Shares issuable upon exercise of Broker Warrants shall be adjusted so as to apply to the securities to which the holder of that number of Broker Shares of the Corporation subject to the unexercised portion of Broker Warrants would have been entitled by reason of such reorganization, merger, dissolution or sale of all or substantially all of its assets (the "**Event**"), and the Exercise Price shall be adjusted to be the amount determined by multiplying the Exercise Price in effect immediately prior to the Event by the number of Broker Shares subject to the unexercised portion of Broker Warrants immediately prior to the Event, and dividing the product thereof by the number of securities to which the holder of that number of Broker Shares subject to the unexercised portion of Broker Warrants would have been entitled to by reason of such Event.

(ii) Adjustments under this subparagraph (e) or (subject to subparagraph (o)) any determinations as to the Fair Market Value (as hereinafter defined) of any securities shall be made by the board of directors of the Corporation, or any committee thereof specifically designated by the board of directors to be responsible therefor, and any reasonable determination made by such board or committee thereof shall be binding and conclusive, subject only to any disputes being resolved by the Corporation's auditors, whose determination shall be binding and conclusive.

(f) Subdivision or Consolidation of Common Shares.

(i) In the event that the Corporation shall subdivide its outstanding Common Shares into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding Common Shares of the Corporation shall be consolidated into a smaller number of shares, the Exercise Price in effect immediately prior to such consolidation shall be proportionately increased.

(ii) Upon each adjustment of the Exercise Price as provided herein, the Holder shall thereafter be entitled to acquire, at the Exercise Price resulting from such adjustment, the number of Broker Shares (calculated to the nearest tenth of a Broker Share) obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the

number of Broker Shares which may be acquired hereunder immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

(g) Change or Reclassification of Common Shares. In the event the Corporation shall change or reclassify its outstanding Common Shares into a different class of securities, the rights evidenced by Broker Warrants shall be adjusted as follows so as to apply to the successor class of securities:

(i) the number of the successor class of securities which the Holder shall be entitled to acquire shall be that number of the successor class of securities which a holder of that number of Broker Shares subject to unexercised Broker Warrants immediately prior to the change or reclassification would have been entitled to by reason of such change or reclassification; and

(ii) the Exercise Price shall be determined by multiplying the Exercise Price in effect immediately prior to the change or reclassification by the number of Broker Shares subject to unexercised Broker Warrants immediately prior to the change or reclassification, and dividing the product thereof by the number of shares determined in section (g)(i) hereof.

(h) Offering to Shareholders. If and whenever at any time prior to the Time of Expiry, the Corporation shall fix a record date or if a date of entitlement to receive is otherwise established (any such date being hereinafter referred to in this Section (h) as the "**record date**") for the issuance of rights, options or warrants to all or substantially all the holders of the outstanding Common Shares of the Corporation entitling them, for a period expiring not more than forty-five (45) days after such record date, to subscribe for or purchase Common Shares of the Corporation or securities convertible into or exchangeable for Common Shares at a price per share or, as the case may be, having a conversion or exchange price per share less than 95% of the Fair Market Value (as hereinafter defined) on such record date, the Exercise Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number arrived at by dividing the aggregate subscription or purchase price of the total number of additional Common Shares offered for subscription or purchase or, as the case may be, the aggregate conversion or exchange price of the convertible or exchangeable securities so offered by such Fair Market Value, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares so offered (or into which the convertible or exchangeable securities so offered are convertible or exchangeable); Common Shares owned by or held for the account of the Corporation or any subsidiary of the Corporation shall be deemed not to be outstanding for the purpose of any such computation; such adjustment shall be made successively whenever such a record date is fixed; to the extent that any rights or warrants are not so issued or any such rights or warrants are not exercised prior to the expiration thereof, the Exercise Price shall then be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed or to the Exercise Price which would then be in effect based upon the number of Common Shares or conversion exchange rights contained in convertible or exchangeable securities actually issued upon the exercise of such rights or warrants, as the case may be.

(i) Carry Over of Adjustments. No adjustment of the Exercise Price shall be made if the amount of such adjustment shall be less than one percent (1%) of the Exercise Price in effect immediately prior to the event giving rise to the adjustment, provided, however, that in such case any

adjustment that would otherwise be required then to be made shall be carried forward and shall be made at the time of and together with the next subsequent adjustment which, together with any adjustment so carried forward, shall amount to at least one percent (1%) of the Exercise Price.

(j) Notice of Adjustment. Upon any adjustment of the number of Broker Shares issuable upon exercise of Broker Warrants and upon any adjustment of the Exercise Price, then and in each such case the Corporation shall give written notice thereto to the Holder, which notice shall state the Exercise Price and the number of Broker Shares or other securities subject to unexercised Broker Warrants resulting from such adjustment, and shall set forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the request of the Holder there shall be transmitted promptly to the Holder a statement of the firm of independent chartered accountants retained to audit the financial statements of the Corporation to the effect that such firm concurs in the Corporation's calculation of the change.

(k) Other Notices. In case at any time:

(i) the Corporation shall declare any dividend upon its Common Shares payable in Common Shares;

(ii) the Corporation shall offer for subscription pro rata to the holders of its Common Shares any additional shares of any class or other rights;

(iii) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or consolidation, amalgamation or merger of the Corporation with, or sale of all or substantially all of its assets to, another corporation; or

(iv) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, in any one or more of such cases, the Corporation shall give to the Holder: (A) at least ten (10) days' prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, amalgamation, sale, dissolution, liquidation or winding-up; and (B) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, at least ten (10) days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (A) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Shares shall be entitled thereto, and such notice in accordance with the foregoing clause (B) shall also specify the date on which the holders of Common Shares shall be entitled to exchange their Common Shares for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, amalgamation, sale, dissolution, liquidation or winding-up, as the case may be.

(l) Common Shares to be Reserved. The Corporation will at all times keep available, and reserve if necessary under applicable law, out of its authorized Common Shares, solely for the purpose of issue upon the exercise of Broker Warrants, such number of Broker Shares as shall then be issuable upon the exercise of Broker Warrants. The Corporation covenants and agrees that all Broker Shares which shall be so issuable will, upon issuance, be duly authorized and issued as fully paid and non-assessable. The Corporation will take all such actions as may be necessary to ensure that all such Broker Shares may be so issued without violation of any applicable requirements of any exchange upon which the Common Shares of the Corporation may be listed.

The Corporation will take all such actions as are within its power to ensure that all such Broker Shares may be so issued without violation of any applicable law.

(m) Issue Tax. The issuance of certificates for Broker Shares upon the exercise of Broker Warrants shall be made without charge to the Holder for any issuance tax in respect thereto, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the Holder.

(n) Listing. The Corporation will, at its expense and as expeditiously as possible, use its best efforts to cause all Broker Shares issuable upon the exercise of Broker Warrants to be duly listed on any applicable exchange prior to the issuance of such Broker Shares.

(o) Fair Market Value. For the purposes of any computation hereunder, the "**Fair Market Value**" at any date shall be the weighted average sale price per share for the Common Shares for the 20 consecutive trading days immediately before such date on the TSX Venture Exchange or such other stock exchange or over-the-counter market as the Common Shares may be listed or quoted on from time to time, or if the shares in respect of which a determination of Fair Market Value is being made are not listed on any stock exchange or quoted on any over-the-counter market, the Fair Market Value shall be determined by the directors of the Corporation, which determination shall be conclusive. The weighted average price shall be determined by dividing the aggregate sale price of all such shares sold on the said exchange or over-the-counter market during the said 20 consecutive trading days by the total number of such shares so sold.

(p) Miscellaneous.

(i) If any certificate (including this certificate) is lost, mutilated, destroyed or stolen, the Corporation may, on such reasonable terms as to cost and indemnity or otherwise as it may impose respectively, issue a replacement certificate similar as to denomination, tenor and date as the certificate so lost, mutilated, destroyed or stolen.

(ii) Notwithstanding anything in this certificate, the Broker Warrants may be exercised and are exercisable, only to the extent permitted by applicable law.

(iii) The Corporation shall pay any and all issue and other taxes imposed by governmental authorities of jurisdictions to which the Corporation is subject that may be payable in respect of any issue or delivery of Broker Shares on an exercise of the Broker Warrants. The Corporation shall not, however, be obligated to pay any transfer taxes resulting from any transfer requested by the Holder in connection with any such exercise.

(iv) The Corporation will not, by amendment of its articles of incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder, but will at all times in good faith assist in the carrying out of all of the provisions of this certificate and in the taking of all action as may be necessary or appropriate in order to protect the rights of the Holder against impairment.

(v) Unless otherwise indicated, all dollar amounts referred to herein are in lawful money of Canada.

(q) Notice. Any notice or other communication required or permitted to be given under this certificate will be in writing and will be given by prepaid first-class mail, by facsimile or other means of electronic communication or by hand-delivery. Any notice or other communication, if mailed by prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, will be deemed to have been received on the fourth business day after its post-marked date, or if sent by facsimile or other means of electronic communication, will be deemed to have been received on the business day following the sending, or if delivered by hand will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at that address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this Section (q). In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices and other communications will be delivered by hand or sent by facsimile or other means of electronic communication and will be deemed to have been received in accordance with this Section (q). Notices required or permitted to be given hereunder shall be validly given by a party if such notice is sent to the address of the other party at the address of such party hereinbefore set forth. Such address may be changed from time to time by a party on written notice thereof given by such party to the other party.

(r) Severability. In the event that any provision of this certificate is invalid or unenforceable under any applicable statute or rule of law, then such provision will be deemed inoperative to the extent that it may conflict therewith and will be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law will not affect the validity or enforceability of any other provision of this certificate.

(s) Enurement. Subject to the terms hereof, the Broker Warrants shall enure to the benefit of, and shall be binding upon the Holder and the Corporation and their respective successors and permitted assigns.

(t) Governing Law. This certificate and the Broker Warrants represented hereby shall be exclusively governed by the laws in force in the Province of Québec and the laws of Canada applicable therein.

(u) Time of the Essence. Time shall be of the essence in this certificate.

(v) Further Assurances. The Corporation and the Holder shall from time to time execute and deliver all such further documents and instruments and do all acts and things as reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of this certificate.

OPSENS INC.

By: _____
Louis Laflamme
President and Chief Executive Officer

ELECTION TO PURCHASE

TO: OPSENS INC.
2014 Cyrille-Duquet Street, Suite 125
Québec, Québec G1N 4N6

All capitalized terms not defined herein shall have the meanings set forth in the attached Broker Warrant Certificate.

The undersigned holder of Broker Warrants hereby irrevocably exercises the right of such holder to be issued and hereby subscribes for common shares of the Corporation (the "**Common Shares**") at the Exercise Price referred to in the attached Broker Warrants Certificate on the terms and conditions set forth in such certificate and encloses herewith cash or a certified cheque, bank draft or money order payable at par in the City of Québec, in the Province of Québec to the order of the Corporation in payment in full of the subscription price of the Common Shares hereby subscribed for.

The undersigned hereby directs that the said Common Shares be issued as follows:

NAME(S) IN FULL	ADDRESS(ES)	NUMBER OF COMMON SHARES

(Please print. If the Common Shares are issued to a person other than the registered holder, the holder must pay to the Corporation all exigible taxes and the signature of the holder must be guaranteed by a Canadian chartered bank, or by a medallion signature guarantee from a member of a recognized Signature Medallion Guarantee Program).

DATED this _____ day of _____, _____.

_____ _____
Signature of Holder Signature Guarantee

_____
Print name

_____

_____
Address

[ ] Please check this box if the Common Shares are to be delivered at the office where the Broker Warrants are surrendered, failing which the securities will be mailed.

SCHEDULE "C"

FORM OF LOCK-UP AGREEMENT

_____, 2015

Paradigm Capital Inc.
RBC Dominion Securities Inc.
M Partners Inc.

(the "**Agents**")

Re: Issuance of Units by Opsens Inc. (the "**Corporation**")

Ladies and Gentlemen:

The undersigned is the registered or beneficial owner of certain securities of the Corporation and/or its subsidiary or securities convertible into or exchangeable or exercisable therefor. The Corporation proposes to carry out an offering of units, with each unit consisting of one common share of the Corporation and one-half of one common share purchase warrant of the Corporation, through a short form prospectus (the "**Offering**").

For purposes of this agreement, "**Subject Securities**" shall mean any security of the Corporation or its subsidiary, including any common share, right, warrant, option or other instrument, including instruments convertible into any security of the Corporation or its subsidiary.

The undersigned recognizes that the Offering will be of benefit to the undersigned and the Corporation. The undersigned acknowledges that the Agents are and will be relying on the representations and agreements of the undersigned contained herein in carrying out the Offering and in entering into an agency agreement with the Corporation with respect to the Offering.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that he will not, whether for his own account or for the account of another, and will cause any spouse, immediate family member or immediate family member of the spouse or the undersigned living in the undersigned's household, or any trust of which any of the foregoing individuals are beneficiaries or any corporation controlled by the undersigned, to not in any manner, without the prior written consent of Paradigm Capital Inc., on behalf of the Agents, for a period commencing on the date hereof and continuing through the close of trading on the date which is 90 days after the date of the closing of the Offering, directly or indirectly, (i) sell, offer, contract or grant any option or right to sell (including without limitation any short sale, put option or call option), pledge, transfer, or otherwise dispose of Subject Securities, whether currently owned or hereafter acquired, directly or indirectly, either of record or beneficially by the undersigned (or such spouse or family member) or with respect to which the undersigned (or such spouse or family member) has or hereafter acquires the power of disposition, or file or cause the Corporation to prepare or file any preliminary prospectus or prospectus under Canadian securities laws, any registration statement under the *Securities Act of 1933*, as amended or any offering memorandum or other offering document with respect to any of the foregoing, (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of Subject Securities, whether any such swap or transaction is to be settled by delivery of Subject Securities, in cash or

otherwise, (iii) publicly announce an intention to do any of the foregoing, or (iv) act jointly or in concert with any third party with respect to any of the matters set forth hereinabove.

Notwithstanding the restrictions on transfers of Subject Securities described above, the undersigned may undertake any of the following transfers of Subject Securities: (i) by way of pledge or security interest, provided that the pledgee or beneficiary of the security interest agrees in writing with the Agents to be bound by this agreement for the remainder of its term; or (ii) any transfer of Subject Securities pursuant to a *bona fide* third party take-over bid, merger, plan of arrangement or other similar transaction made to all holders of such Subject Securities of the Corporation involving a change of control of the Corporation, provided that in the event that the take-over bid, merger, plan of arrangement or other such transaction is not completed, the Subject Securities owned by the undersigned shall remain subject to the restrictions contained in this undertaking.

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

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned, provided however that the undersigned shall not assign this agreement without the prior written consent of Paradigm Capital Inc., on behalf of the Agents.

This agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. All matters relating hereto shall be submitted to the court of appropriate jurisdiction in the Province of Québec, Canada, for the purpose of this agreement and for all related proceedings.

This agreement will terminate at the close of trading on the date which is 90 days after the date of the closing of the Offering.

This agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

_____

Printed name of Holder

By: _____

Signature

_____

Printed Name of Person Signing (and indicate capacity of person signing if signing as custodian, trustee, or on behalf of an entity)