SEDAR Version

UNDERWRITING AGREEMENT

March 14, 2022

Neighbourly Pharmacy Inc.
190 Attwell Drive
Unit 400
Toronto, Ontario M9W 6H8

Attention: Mr. Chris Gardner, Chief Executive Officer

Ladies and Gentlemen:

The undersigned, Scotia Capital Inc. ("**Scotia**") and RBC Dominion Securities Inc. (collectively with Scotia, the "**Bookrunners**"), together with BMO Nesbitt Burns Inc., National Bank Financial Inc., Desjardins Securities Inc., TD Securities Inc., Cormark Securities Inc. and iA Private Wealth Inc. (collectively with the Bookrunners, the "**Underwriters**") understand that Neighbourly Pharmacy Inc. (the "**Company**") proposes to create, issue and sell (the "**Offering**") to the Underwriters 4,500,000 subscription receipts of the Company (the "**Firm Subscription Receipts**").

Based on the foregoing, and subject to the terms and conditions contained in this Agreement (as defined below), the Underwriters severally and not jointly, on the basis of the percentages set forth in Section 21.1 of this Agreement, agree to purchase from the Company, and by its acceptance hereof, the Company agrees to sell to the Underwriters, all but not less than all, of the Firm Subscription Receipts, on the Closing Date (as defined below) at a price of $28.95 per Firm Subscription Receipt (the "**Purchase Price**"), for total gross proceeds to the Company of $130,275,000.

The Underwriters understand that the Company (or a wholly-owned subsidiary) entered into a definitive share purchase agreement (the "**Purchase Agreement**") to acquire all of the issued and outstanding shares in the capital of 10010939 Manitoba Inc. (the "**Target**"), the entity that owns, directly or indirectly through its subsidiaries, the network of retail pharmacies known as Rubicon Pharmacies ("**Rubicon**" or "**Rubicon Pharmacies**") as described in the Purchase Agreement for a total cash consideration of $435 million (the "**Acquisition Purchase Price**"), subject to customary post-closing net working capital adjustments and certain rights of first refusal (the "**Acquisition**"). The Underwriters understand that all of the Rubicon Pharmacies are subject to rights of first refusal ("**ROFRs**") in favour of certain third parties. If one or more ROFRs are exercised for less than all of the Rubicon Pharmacies by one or more third parties before the Acquisition Closing (as defined below), the Acquisition Closing will still occur but the pharmacies affected by the exercised ROFR(s) (the "**ROFR Pharmacies**") will be excluded from the purchase and sale contemplated by the Acquisition and the Acquisition Purchase Price will be adjusted downward by an amount equal to the value attributed to the ROFR Pharmacies in accordance with the terms of the Purchase Agreement.

In addition, the Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 675,000 subscription receipts of the Company (the "**Additional Subscription Receipts**" and, collectively with the Firm Subscription Receipts, the "**Securities**") from the Company at the Purchase Price. If the Bookrunners, on behalf of the Underwriters, elect to exercise the Over-Allotment Option, the Bookrunners shall notify the

Company in writing not later than 48 hours prior to the Option Closing Date (as defined below), which notice shall specify the aggregate number of Additional Subscription Receipts to be purchased by the Underwriters and the date on which such Additional Subscription Receipts are to be purchased (the "**Over-Allotment Option Notice**"). The date of such purchase may be the same as the Closing Date, but not earlier than the Closing Date nor later than 30 days following the Closing Date. If any Additional Subscription Receipts are purchased, each Underwriter agrees, severally and not jointly, to purchase that number of Additional Subscription Receipts (subject to such adjustments to eliminate fractional subscription receipts or shares as the Bookrunners, on behalf of the Underwriters, may determine) equal to the total number of Additional Subscription Receipts to be purchased multiplied by the percentage set out in Section 21.1 opposite the name of such Underwriter. In the event that the Over-Allotment Option is exercised following the Acquisition Closing, the Company shall issue the same number of Common Shares (as defined below) in lieu of the Additional Subscription Receipts and all provisions of this Agreement with respect to the Over-Allotment Option shall apply to such Common Shares *mutatis mutandis*.

The Securities will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") to be entered into among the Company, the Bookrunners (on behalf of the Underwriters) and Computershare Trust Company of Canada, as subscription receipt agent (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date (as defined below).

Upon the Closing, the gross proceeds from the Offering, less an amount equal to 50% of the Underwriters' Fee (as defined below) payable in accordance herewith (the "**Escrowed Funds**"), together with the interest earned thereon, will be held in escrow by the Subscription Receipt Agent, and will be deposited or invested, as the case may be, in short-term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada (and other permitted investments), until the earlier of (i) the delivery of the Escrow Release Notice and Direction (as defined below) and (ii) the Termination Time (as defined below), the whole pursuant to the terms of the Subscription Receipt Agreement.

If the Acquisition Closing occurs before the Outside Time (as defined below), the holders of Securities will receive (i) on the Acquisition Closing Date (as defined below), without payment of additional consideration, one Underlying Common Share (as defined below) for each Security held; and (ii) on the later of the Acquisition Closing Date or the date the dividend is paid to shareholders, an amount equal to any cash dividends declared by the Company per Common Share (as defined below) to holders of record on a date during the period from the Closing Date to the Acquisition Closing Date (the "**Dividend Equivalent Payment**"). Forthwith upon the delivery of the Escrow Release Notice and Direction to the Subscription Receipt Agent, the Escrowed Funds, together with the Earned Interest (as defined below), less 50% of the Underwriters' Fee and less an amount required to satisfy the Dividend Equivalent Payment, if any, will be released to the Company, and 50% of the Underwriters' Fee will be remitted to the Bookrunners on behalf of the Underwriters.

Upon release of the Escrowed Funds, the net proceeds of the Offering and the Concurrent Private Placement (as defined below) will be used by the Company to pay a portion of the Acquisition Purchase Price and the expenses related to the Acquisition. In the event any ROFR Pharmacies are sold by Rubicon in accordance with the terms of applicable ROFRs prior to the Acquisition Closing, the net proceeds of the Offering and the Concurrent Private Placement will be used by the Company to pay a portion of the Acquisition Purchase Price attributable to the remaining Rubicon Pharmacies and the expenses related to the Acquisition, and the remaining net proceeds

will be used to strengthen the financial position and allow the Company to fund future growth, including continuing to make accretive acquisitions.

In the event that (i) the notice to be provided to the Subscription Receipt Agent by the Company certifying that the Escrow Release Conditions (as defined below) have been satisfied (the "**Escrow Release Notice and Direction**") and the notice to be provided to the Subscription Receipt Agent by the Company certifying that the Acquisition Closing has occurred, respectively, are not delivered on or prior to 5:00 p.m. on January 10, 2023 (the "**Outside Time**"), (ii) the Company advises the Bookrunners, the Private Placement Subscriber (as defined below) and the Subscription Receipt Agent or announces to the public that it does not intend to proceed with the Acquisition; (iii) the Purchase Agreement is terminated in accordance with its terms prior to the Outside Time for any reason; or (iv) a Termination Event (as such term is defined in the Subscription Agreement (as defined below)), which has not been waived by the Bookrunners, occurs (each of (i), (ii), (iii) and (iv) being a "**Termination Event**" and the date on which a Termination Event occurs being the "**Termination Date**" and the time of occurrence of a Termination Event being the "**Termination Time**"), holders of Securities will, commencing on the third Business Day (as defined below) following the Termination Time, be entitled to receive from the Subscription Receipt Agent an amount equal to the full subscription price thereof plus their pro rata share of the Earned Interest (as defined below) and Deemed Interest (as defined below), less applicable withholding taxes. In the event that the gross proceeds of the Offering are required to be remitted to purchasers of the Securities as aforesaid, the Company shall pay the Subscription Receipt Agent an amount equal to 50% of the Underwriters' Fee with respect to the Subscription Receipts, plus the Deemed Interest, such that 100% of the gross proceeds of the Offering and the interest thereon (including the Deemed Interest) would be returned to purchasers of Securities. No Dividend Equivalent Payment will be made to holders of Subscription Receipts if a Termination Event occurs. If the Acquisition Closing occurs prior to the Closing (as defined below), Common Shares will be sold to the Underwriters in lieu of subscription receipts and the gross proceeds of the Offering less 100% of the related Underwriters' Fee will be delivered to the Company upon Closing.

The Securities will be offered and sold in Canada pursuant to the Prospectus (as defined below), and in the United States (as defined below) without being registered under the 1933 Act (as defined below) in reliance on exemptions from the registration requirements of the 1933 Act provided by Rule 144A (as defined below). The Underwriters will (i) distribute the Securities in Canada, pursuant to the Prospectus and in accordance with Rule 903 of Regulation S (as defined below), and (ii) offer and sell the Securities to Qualified Institutional Buyers (as defined below) in the United States, in accordance with the exemption from registration provided by Rule 144A, in each case in the manner contemplated by this Agreement, including the Schedules to this Agreement.

Concurrent with the Closing, the Company will issue, at the same price and on the same terms and conditions as the Offering, 4,150,000 subscription receipts of the Company (the "**Placement Subscription Receipts**") to the Private Placement Subscriber on a private placement basis (the "**Concurrent Private Placement**"). In addition, the Company has granted to the Private Placement Subscriber an option, exercisable at the same time as, and pro rata to, the exercise of the Over-Allotment Option by the Underwriters, to purchase up to an additional 15% of the Placement Subscription Receipts on the same terms and conditions as the Concurrent Private Placement (the "**Private Placement Option**"). The Placement Subscription Receipts sold pursuant to the Concurrent Private Placement will be subject to a statutory hold period of four months from the Closing Date or the closing of the Private Placement Option. The closing of the Concurrent Private Placement is scheduled to occur on the Closing Date and is subject to a

number of conditions, including the concurrent Closing of the Offering. The Closing will be conditional on the concurrent closing of the Concurrent Private Placement (unless such condition is waived by the Bookrunners) and closing of the Concurrent Private Placement shall be conditional on the Closing.

1. DEFINITIONS

1.1 In this Agreement:

1.1.1 "**1933 Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

1.1.2 "**1934 Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

1.1.3 "**Acquisition**" has the meaning given to it above;

1.1.4 "**Acquisition Closing**" means the closing of the Acquisition;

1.1.5 "**Acquisition Closing Date**" means the date of the Acquisition Closing;

1.1.6 "**Acquisition Purchase Price**" has the meaning given to it above;

1.1.7 "**Additional Subscription Receipts**" has the meaning given to it above;

1.1.8 "**affiliate**" and "**subsidiary**" have the respective meanings given to them in National Instrument 45-106 - *Prospectus Exemptions;*

1.1.9 "**Agreement**" means this underwriting agreement, as it may be amended;

1.1.10 "**Annual Financial Statements**" means the audited consolidated financial statements of the Company as at and for the years ended March 27, 2021 and March 28, 2020, together with the related auditors' report thereon and the notes thereto;

1.1.11 "**Anti-Money Laundering Laws**" has the meaning given to it in Section 9.1.58;

1.1.12 "**Applicable Indemnitor**" means the Company in respect of a Claim under Section 17.1;

1.1.13 "**Authorization**" means any certificate, consent, order, permit, approval, waiver, licence, qualification, registration or similar authorization of any Governmental Authority having jurisdiction over a Person;

1.1.14 "**Bank Business**" has the meaning given to it in Section 29.1;

1.1.15 "**Base Shelf Prospectus**" means the (final) short form base shelf prospectus of the Company (in both the English and French languages unless the context indicates otherwise), including any information and document incorporated by reference therein, approved, signed and certified in accordance with Canadian Securities Laws on October 19, 2021, relating to the qualification for distribution of up to $500 million aggregate offering price of Common Shares, preferred

shares, debt securities, warrants, subscription receipts and units of the Company under Canadian Securities Laws in the Qualifying Jurisdictions;

1.1.16 "**Bookrunners**" has the meaning given to it above;

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

1.1.18 "**Canadian Securities Laws**" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective rules, regulations, instruments, blanket orders and blanket rulings under such laws together with applicable published policies, policy statements and notices of the Canadian Securities Regulators;

1.1.19 "**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions and "**Canadian Securities Regulator**" means any one of them;

1.1.20 "**CBCA**" means the *Canada Business Corporations Act;*

1.1.21 "**CDS**" has the meaning given to it in Section 12.1;

1.1.22 "**Claims**" has the meaning given to it in Section 17.1;

1.1.23 "**Closing**" means the completion of the sale by the Company, and the purchase by the Underwriters, of the Firm Subscription Receipts pursuant to this Agreement;

1.1.24 "**Closing Date**" means March 18, 2022 or such other date as the Company and the Underwriters may agree upon in writing or as may be changed pursuant to Section 10, which in any event shall not be later than April 22, 2022;

1.1.25 "**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date, or any other time on the Closing Date as may be agreed to by the Company and the Bookrunners, on behalf of the Underwriters;

1.1.26 "**Company**" has the meaning given to it above;

1.1.27 "**Company Contracts**" has the meaning given to it in Section 9.1.21;

1.1.28 "**Company Financial Information**" means (i) the Financial Statements, (ii) the information contained in the Offering Documents under the headings "Non-IFRS Measures and Industry Metrics" and "Consolidated Capitalization" (iii) the management's discussion and analysis of the financial condition and results of operations of the Company for the 16- and 40-week period ended January 1, 2022 and January 2, 2021, and (iv) the management's discussion and analysis of the financial condition and results of operations of the Company for the year ended March 27, 2021;

1.1.29 "**Company Laws**" has the meaning given to it in Section 9.1.21;

1.1.30 "**Common Shares**" means common shares of the Company;

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

1.1.32 "**Concurrent Private Placement**" has the meaning given to it above;

1.1.33 "**Continuing Underwriters**" has the meaning given to it in Section 21.1;

1.1.34 "**Credit Facilities**" means the New Credit Facilities (as defined in the Prospectus);

1.1.35 "**Deemed Interest**" means an amount equal to the interest and other income that would have otherwise been earned on the 50% of the Underwriters' Fee paid to the Underwriters if such fee had been held in escrow as part of the Escrowed Funds and not paid to the Underwriters on the Closing Date;

1.1.36 "**Defaulted Securities**" has the meaning given to it in Section 21.1;

1.1.37 "**Defaulting Underwriter**" has the meaning given to in Section 21.1;

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

1.1.39 "**Distribution Period**" means the period commencing on the date hereof and ending on the later to occur of (i) the Closing Time, and (ii) the time that the distribution of the Securities has ceased;

1.1.40 "**Dividend Equivalent Payment**" has the meaning given to it above;

1.1.41 "**Earned Interest**" means the interest or other income actually earned on the investment of the Escrowed Funds from, and including, the Closing Date to, but excluding, the earlier of (i) the Termination Time, and (ii) the delivery of the Escrow Release Notice and Direction;

1.1.42 "**Employee Plans**" means any (i) pension, retirement, deferred compensation, savings, profit-sharing, stock option, stock purchase, bonus, incentive, vacation pay, severance pay, supplemental unemployment benefit, employee assistance, death benefit or other employee or post-retirement benefit plan, trust, arrangement, contract, agreement, policy or commitment (including any arrangement to provide pension benefits in excess of the maximum amounts which are allowed under the *Income Tax Act* (Canada) to be provided through a registered pension plan) from which present or former employees, officers and directors, individuals working on contract with the Company or any of its subsidiaries or individuals providing services to the Company or any of its subsidiaries of a kind normally performed by employees benefit or have the potential to benefit, or (ii) group or individual insurance policy or coverage (including self-insured coverage) for accident and sickness or life insurance (including any individual insurance policy under which any present or former employee, officer or director of the Company or any of its subsidiaries, as applicable, is the named insured and as to which the Company or any of its subsidiaries makes premium payments, whether or not the Company or any of its subsidiaries is the owner, beneficiary or both of that policy), or other insured

or covered expense reimbursement coverage, from which present or former employees, officers or directors of the Company or any of its subsidiaries benefit or have the potential to benefit;

1.1.43 "**Environmental Laws**" means any federal, state, provincial, territorial, municipal or local law, statute, ordinance, rule, regulation, order, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety or the regulation, protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, control, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material, substance (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) or condition that is regulated by or may give rise to liability under any Environmental Laws;

1.1.44 "**Escrow Release Conditions**" means (a) the satisfaction or waiver of all conditions to the completion of the Acquisition in accordance with the terms of the Purchase Agreement (other than the payment of the Acquisition Purchase Price pursuant to the Purchase Agreement and such conditions precedent that by their nature are to be satisfied at the Acquisition Closing), without material amendment or waiver adverse to the Company, unless the consent of the Bookrunners, acting reasonably, is given to such amendment or waiver, and without the prior occurrence of a Termination Event, (b) the escrow release conditions under the Placement Subscription Receipt Agreement having been satisfied or waived, and (c) the delivery of a notice to that effect, and indicating the scheduled Acquisition Closing Time, by the Company to the Subscription Receipt Agent;

1.1.45 "**Escrow Release Notice and Direction**" has the meaning given to it above;

1.1.46 "**Escrowed Funds**" has the meaning given to it above;

1.1.47 "**Financial Statements**" means, collectively, the Annual Financial Statements and the Interim Financial Statements;

1.1.48 "**Firm Subscription Receipts**" has the meaning given to it above;

1.1.49 "**Governing Pharmaceutical Body**" means, as applicable, the college, system or association responsible for governing the practice of pharmacy and the operation of pharmacies in a particular federal, provincial, territorial, state, municipal, local or foreign jurisdiction under applicable Laws;

1.1.50 "**Governmental Authority**" means any: (i) multinational, federal, provincial, state, territorial, municipal, local or other governmental or public department, regulatory authority, central bank, court, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, and includes the Canadian Securities Regulators, (ii) any subdivision or authority of any of the foregoing, (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above, including the TSX, the Investment

Industry Regulatory Organization of Canada (IIROC) and any other regulatory body, or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable person, asset, obligation or other matter;

1.1.51 "**IFRS**" means International Financial Reporting Standards;

1.1.52 "**Indemnified Party**" and "**Indemnified Parties**" have the meaning given to them in Section 17.1;

1.1.53 "**Intellectual Property**" has the meaning given to it in Section 9.1.35;

1.1.54 "**Interim Financial Statements**" means the unaudited condensed consolidated interim financial statements of the Company for the 16- and 40- weeks ended January 1, 2022 and January 2, 2021;

1.1.55 "**Investor Rights Agreement**" means the investor rights agreement among the Company, Persistence Capital Partners II, L.P., Persistence Capital Partners II (International), L.P., Rx Sidecar II, L.P. and Rx Sidecar III, L.P. dated as of May 25, 2021 with respect to certain director nomination rights and shareholders rights;

1.1.56 "**IPO Prospectus**" means the final long form prospectus dated May 17, 2021, prepared in connection with the initial public offering of the Company which was completed on May 25, 2021;

1.1.57 "**IT Systems**" has the meaning given to it in Section 9.1.36;

1.1.58 "**Knowledge**" means the actual knowledge of Stuart M. Elman, Chris Gardner and Terri Smith after reasonable enquiry;

1.1.59 "**Laws**" means any and all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or policies or guidelines of (or issued by) any Governmental Authority, or Authorizations binding on or affecting the person referred to in the context in which the word is used;

1.1.60 "**Legacy Option Plan**" means the Company's equity incentive plan as amended and restated on September 30, 2020;

1.1.61 "**Lien**" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), restriction on transfer, or other encumbrance of a similar nature, including any arrangement or condition which, in substance, secures payment or performance of an obligation;

1.1.62 "**limited-use version**" has the meaning given to it in NI 41-101;

1.1.63 "**Lock-Up Agreement**" has the meaning given to it in Section 14.1.4(i);

1.1.64 "**Losses**" has the meaning given to it in Section 17.1;

1.1.65 "**Main Agreements**" means collectively, the Purchase Agreement, this Agreement, the Subscription Receipt Agreement, the Subscription Agreement and the Placement Subscription Receipt Agreement;

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

1.1.67 "**Material Adverse Effect**" or "**Material Adverse Change**" means any effect, change, event or occurrence that (i) is, or is reasonably likely to be, materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, Adjusted EBITDA (as defined in the Offering Documents), income, operations or business of the Company and its subsidiaries taken as a whole and as a going concern, or (ii) would result in any of the Offering Documents containing a misrepresentation;

1.1.68 "**material change**" has the meaning given to it in the *Securities Act* (Ontario);

1.1.69 "**material fact**" has the meaning given to it in the *Securities Act* (Ontario);

1.1.70 "**Material Subsidiaries**" means Neighbourly Pharmacy Operations Inc., 9206809 Canada Inc., RxDM Ontario Inc., 2729078 Ontario Inc., Rx Drug Mart (Newfoundland and Labrador) Inc. and Forewest Holdings Inc., and "**Material Subsidiary**" means any one of them;

1.1.71 "**misrepresentation**" means a misrepresentation for the purposes of applicable Canadian Securities Laws or any of them or, where undefined under the applicable Canadian Securities Laws of a Qualifying Jurisdiction, means: (i) an untrue statement of a material fact, or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

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

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

1.1.74 "**NI 44-102**" means National Instrument 44-102 – *Shelf Distributions*;

1.1.75 "**NI 52-109**" means National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*;

1.1.76 "**notice**" has the meaning given to it in Section 31;

1.1.77 "**Offering**" has the meaning given to it above;

1.1.78 "**Offering Document Amendment**" means any Prospectus Amendment and Offering Memorandum Amendment;

1.1.79 "**Offering Documents**" means, collectively, the Prospectus, any Prospectus Amendment and, in connection with any offering of the Securities in the United States, the Offering Memorandum and any Offering Memorandum Amendment;

1.1.80 "**Offering Memorandum**" means the U.S. private placement memorandum, including the Prospectus, used to make offers and sales of the Securities in the United States to Qualified Institutional Buyers pursuant to Rule 144A;

1.1.81 "**Offering Memorandum Amendment**" means any amendment to the Offering Memorandum;

1.1.82 "**Omnibus Incentive Plan**" means the Company's omnibus incentive plan adopted on May 25, 2021;

1.1.83 "**Option Closing**" means completion of the sale by the Company, and the purchase by the Underwriters, of the Additional Subscription Receipts pursuant to this Agreement;

1.1.84 "**Option Closing Date**" means the date, not earlier than the Closing Date or later than 30 days following the Closing Date, for the Option Closing set out in the Over-Allotment Option Notice;

1.1.85 "**Option Closing Time**" means 8:00 a.m. (Toronto time) on the Option Closing Date, or any other time on the Option Closing Date as may be agreed to by the Company and the Bookrunners, on behalf of the Underwriters;

1.1.86 "**Outside Time**" has the meaning given to it above;

1.1.87 "**Over-Allotment Option**" has the meaning given to it above;

1.1.88 "**Over-Allotment Option Notice**" has the meaning given to it above;

1.1.89 "**Person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association or joint venture;

1.1.90 "**Personal Data**" has the meaning given to it in Section 9.1.37;

1.1.91 "**Pharmacist**" means an individual who is qualified and entitled to practice pharmacy and to operate a pharmacy or dispensary in a federal, provincial, territorial, state, municipal, local or foreign jurisdiction under applicable Laws;

1.1.92 "**Pharmacy Laws**" has the meaning given to it in Section 9.1.27;

1.1.93 "**Placement Subscription Receipts**" has the meaning given to it above;

1.1.94 "**Placement Subscription Receipt Agreement**" means the agreement to be dated as of the Closing Date and made among the Company, the Private Placement Subscriber and the Subscription Receipt Agent governing the terms and conditions of the Placement Subscription Receipts;

1.1.95 "**Privacy Laws**" means privacy, data privacy, health privacy, security and consumer protection Laws, including the *Personal Information Protection and Electronic Documents Act* (Canada) and substantially similar provincial legislation;

1.1.96 "**Private Placement Option**" has the meaning given to it above;

1.1.97 "**Private Placement Subscriber**" means Rx Sidecar IV, L.P.;

1.1.98 "**Pro Forma Financial Information**" means (i) the Pro Forma Financial Statements, and (ii) the pro forma consolidated financial information included in the Prospectus under the heading "The Acquisition";

1.1.99 "**Pro Forma Financial Statements**" means the pro forma financial statements of the Company included in the Prospectus, including the notes thereto;

1.1.100 "**Prospectus**" means, collectively, the Base Shelf Prospectus and the Prospectus Supplement;

1.1.101 "**Prospectus Amendment**" means any amendment to the Prospectus;

1.1.102 "**Prospectus Supplement**" means the shelf prospectus supplement of the Company (in both the English and French languages unless the context otherwise requires), including any information and document incorporated by reference therein, to be approved, signed and certified in accordance with Canadian Securities Laws and incorporated by reference in the Base Shelf Prospectus as contemplated by the Shelf Procedures for purposes of the qualification for distribution of the Securities under Canadian Securities Laws in the Qualifying Jurisdictions;

1.1.103 "**provide**" or "**provided**", in the context of sending or making available marketing materials to a potential purchaser of Securities, has the meaning given to such term under Canadian Securities Laws;

1.1.104 "**Purchase Agreement**" has the meaning given to it above;

1.1.105 "**Purchase Price**" has the meaning given to it above;

1.1.106 "**Qualified Institutional Buyer**" has the meaning given to it under Rule 144A;

1.1.107 "**Qualifying Jurisdictions**" means all of the provinces and territories of Canada;

1.1.108 "**Regulation S**" means Regulation S under the 1933 Act;

1.1.109 "**ROFR Pharmacies**" has the meaning given to it above;

1.1.110 "**ROFRs**" has the meaning given to it above;

1.1.111 "**Rubicon**" has the meaning given to it above;

1.1.112 "**Rubicon Pharmacies**" has the meaning given to it above;

1.1.113 "**Rule 144A**" means Rule 144A under the 1933 Act;

1.1.114 "**Sanctions**" has the meaning given to it in Section 9.1.60;

1.1.115 "**Scotia**" has the meaning given to it above;

1.1.116 "**Securities**" has the meaning given to it above;

1.1.117 "**Selling Firm**" has the meaning given to it in Section 4.1;

1.1.118 "**Shelf Procedures**" means the rules and procedures established pursuant to NI 44-102;

1.1.119 "**Subscription Agreement**" means the subscription agreement entered into between the Private Placement Subscriber and the Company in connection with the Concurrent Private Placement;

1.1.120 "**Subscription Receipt Agent**" has the meaning given to it above;

1.1.121 "**Subscription Receipt Agreement**" has the meaning given to it above;

1.1.122 "**Target**" has the meaning given to it above;

1.1.123 "**Target Financial Information**" means the financial information on the Target contained in the Prospectus under the heading "The Acquisition";

1.1.124 "**Target Financial Statements**" means (i) the audited consolidated financial statements of the Target as at and for the years ended December 31, 2020 and 2019, and (ii) the unaudited interim consolidated financial statements of the Target as at and for the nine-month periods ended September 30, 2021 and 2020;

1.1.125 "**Termination Date**" has the meaning given to it above;

1.1.126 "**Termination Event**" has the meaning given to it above;

1.1.127 "**Termination Time**" has the meaning given to it above;

1.1.128 "**TMX Group**" has the meaning given to it in Section 24;

1.1.129 "**TSX**" means the Toronto Stock Exchange;

1.1.130 "**Underlying Common Shares**" means the Common Shares of the Company issuable upon the exchange of the Securities in accordance with their terms, and "**Underlying Common Share**" means any one of them;

1.1.131 "**Underwriters**" has the meaning given to it above, and "**Underwriter**" means any one of them;

1.1.132 "**Underwriters' Information**" means information and statements relating solely to the Underwriters which have been provided by the Underwriters to the Company in writing specifically for use in any Offering Document it being understood and agreed that the only such information furnished by any Underwriter consists of the following information: their respective names and the information related to stabilizing transactions, over-allotment transactions and syndicate covering transactions contained under the sub-heading "Price Stabilization, Short Positions and Passive Market Making" in the section titled "Plan of Distribution" and related disclosure on the cover page of the Prospectus;

1.1.133 "**Underwriting Fee**" has the meaning given to it in Section 11;

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

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

1.1.136 "**U.S. Securities Laws**" means United States federal laws, including the 1933 Act, and state securities laws.

Capitalized terms used and not otherwise defined in this Agreement have the respective meanings given to them in the Prospectus.

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. Reference to "**Sections**", "**Paragraphs**" or "**Clauses**" are to the appropriate Section, paragraph or clause of this Agreement.

All references to "**dollars**" or "**$**" are to Canadian dollars, unless otherwise expressly stipulated.

2. FILING OF PROSPECTUS AND CERTAIN OTHER OBLIGATIONS OF THE COMPANY

2.1 The Company will fulfill to the satisfaction of the Underwriters, acting reasonably, all legal requirements of applicable Canadian Securities Laws and U.S. Securities Laws, and will take all other steps and proceedings that may be necessary, in order to enable the Securities to be offered and sold (i) to the public in each of the Qualifying Jurisdictions by the Underwriters and any other registered dealers or brokers appointed pursuant to Section 4.1 registered in a category permitting them to distribute the Securities therein under applicable Canadian Securities Laws and in accordance with Rule 903 of Regulation S, and (ii) to Qualified Institutional Buyers in the United States, in accordance with the exemption from registration provided by Rule 144A, in each case in the manner contemplated by this Agreement, including the Schedules to this Agreement.

2.2 The Company will file the Prospectus Supplement with the Canadian Securities Regulators as soon as possible after the date hereof and, in any event, not later than 5:00 p.m. on the second Business Day following the date hereof, and by such date the Company will have taken all other steps and proceedings that may be necessary in order to qualify the Securities for distribution in each of the Qualifying Jurisdictions.

2.3 During the Distribution Period, the Company will promptly take, or cause to be taken, to the satisfaction of the Underwriters, acting reasonably, all additional steps and proceedings which may from time to time be required under Canadian Securities Laws to qualify and continue to qualify the distribution of the Securities and the Underlying Common Shares in the Qualifying Jurisdictions or, if the distribution has for any reason ceased to be so qualified in any Qualifying Jurisdiction, to again qualify the distribution of the Securities and the Underlying Common Shares in each such Qualifying Jurisdiction.

3. DUE DILIGENCE

The Company will cooperate in all respects with the Underwriters to allow and assist the Underwriters to participate fully in the preparation of the Prospectus Supplement, the Offering Memorandum and any Offering Document Amendment prior to its filing with a Canadian Securities Regulator or delivery to prospective investors and, until the end of the Distribution Period, the Company will allow the Underwriters to conduct all due diligence investigations which the Underwriters may reasonably require to (i) fulfill the Underwriters' obligations under applicable Canadian Securities Laws and U.S. Securities Laws, (ii) enable the Underwriters to avail themselves of a defence to any claim for misrepresentation in the Prospectus or any Offering Document Amendment, and (iii) enable the Underwriters to execute responsibly any certificate required to be executed by the Underwriters relating to any such documentation. The Company will not file the Prospectus Supplement or any Offering Document Amendment unless it has first been provided to all of the Underwriters for their review and approval (which approval will not be unreasonably withheld).

4. DISTRIBUTION AND CERTAIN OBLIGATIONS OF THE UNDERWRITERS

4.1 The Company agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or brokers as their agents to assist in the distribution of the Securities. The Underwriters shall, and shall require any such registered dealer or broker, other than the Underwriters, with which the Underwriters have a contractual relationship in respect of the distribution of the Securities (a "**Selling Firm**"), to comply with the applicable Canadian Securities Laws and U.S. Securities Laws in connection with the distribution of the Securities and shall offer the Securities for sale to the public directly and through the Selling Firms upon the terms and conditions set out in the Offering Documents, any Offering Document Amendment and this Agreement. The Underwriters shall, and shall require any Selling Firm to, offer for sale to the public and sell the Securities only in the Qualifying Jurisdictions and those jurisdictions where the Securities may be lawfully offered for sale or sold.

4.2 The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Securities in a manner that complies with all applicable laws and regulations (including in connection with offers and sales in the United States, Rule 144A) in each jurisdiction into and from which they may offer to sell the Securities or distribute the Offering Documents in connection with the distribution of the Securities and will not, and will require any Selling Firm not to, directly or indirectly, offer, sell or deliver any Securities or deliver any Offering Documents or any other document to any person in any jurisdiction other than the Qualifying Jurisdictions and, in the case of the Offering Memorandum and any Offering Memorandum Amendment, the United States in reliance on Rule 144A, as applicable, except in a manner which will not require the Company to comply with the registration, prospectus, continuous disclosure, filing or other similar requirements under the applicable securities laws of any such other jurisdictions.

4.3 The Company and the Underwriters agree that Schedule A to this Agreement, entitled "United States Offers and Sales", is incorporated by reference in, and shall form part of, this Agreement. Any offer or sale of the Securities in the United States will be made in accordance with Schedule A and each Underwriter will require this undertaking to be contained in any agreements among the Selling Firms.

4.4 The Company acknowledges and agrees that the Underwriters are acting severally (and not jointly) in performing their respective obligations under this Agreement (including obligations under any Schedules to this Agreement) and no Underwriter shall be liable for any act, omission or conduct by any other Underwriter or Selling Firm appointed by any other Underwriter.

4.5 For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Securities are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Base Shelf Prospectus has been obtained from the applicable Canadian Securities Regulator unless the Underwriters receive written notice to the contrary from the Company or a Canadian Securities Regulator.

4.6 The Company and the Underwriters hereby acknowledge that the Securities have not been and will not be registered under the 1933 Act or any U.S. state securities laws and may not be offered or sold in the United States except to persons reasonably believed to be Qualified Institutional Buyers in accordance with Rule 144A and in accordance with applicable state securities laws. Accordingly, the Company and each of the Underwriters hereby agree that offers and sales of the Securities in the United States shall be conducted only in the manner contemplated by this Agreement, including the Schedules to this Agreement.

4.7 The Underwriters will use commercially reasonable efforts to cause the distribution of the Firm Subscription Receipts and, if applicable, the Additional Subscription Receipts, to occur in such a manner that the minimum distribution requirements for the listing and posting for trading of the Firm Subscription Receipts and, if applicable, the Additional Subscription Receipts, on the TSX by way of public offering are satisfied. Upon the request of the Company, the Bookrunners will provide the TSX with a letter setting forth the anticipated distribution of the offering of Securities based upon subscriptions for the Securities received as of the date of such request.

4.8 The Underwriters shall after the Closing Time and, if applicable, the Option Closing Time, give prompt written notice to the Company when, in the opinion of the Underwriters, they have completed distribution of the Firm Subscription Receipts and Additional Subscription Receipts, as applicable, including the total proceeds realized in each of the Qualifying Jurisdictions and any other jurisdiction.

5. MARKETING MATERIALS

5.1 The Company shall prepare, in consultation with the Bookrunners, and approve in writing, prior to the time the marketing materials are provided to potential investors, a template version of the marketing materials reasonably requested to be provided by the Underwriters to any potential investor; such marketing materials shall comply with Canadian Securities Laws and be acceptable in form and substance to the Underwriters, acting reasonably, and such template version shall be approved in writing by the Bookrunners, on behalf of all of the Underwriters, and the Company, prior to the time the marketing materials are provided to potential investors.

5.2 The Company shall file the template version of the marketing materials referred to in paragraph 5.1 above, with the Canadian Securities Regulators as soon as reasonably practicable after the template version of the marketing materials is so approved in writing by the Company and by the Bookrunners, on behalf of all of the Underwriters, and in any

event on or before the day the marketing materials are first provided to any potential investor and the Bookrunners confirm that they have informed or will inform, as the case may be, the Company of the date on which such marketing materials were provided or are first provided to potential investors, as the case may be.

5.3 Any comparables shall be redacted from the template version of the marketing materials in accordance with NI 41-101, NI 44-101 and NI 44-102 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 Company as required by Canadian Securities Laws.

5.4 Any marketing materials approved and filed in accordance with this Agreement and any standard term sheets approved in writing by the Company and the Bookrunners, shall only be provided to potential investors in those jurisdictions where it is lawful to do so. Following the approvals and filings set forth in the foregoing paragraphs 5.1 to 5.4, the Underwriters may provide a limited-use version of the marketing materials to potential investors to the extent permitted by Canadian Securities Laws and applicable U.S. Securities Laws.

5.5 The Company shall prepare and file a revised template version of any marketing materials provided to potential investors in connection with the offering of the Securities where required under Canadian Securities Laws, and the foregoing paragraphs shall also apply to such revised template version.

5.6 During the Distribution Period, the Company and the Underwriters, severally (and not jointly) covenant and agree:

5.6.1 to comply with Canadian Securities Laws in connection with the use of marketing materials;

5.6.2 not to provide any potential investor with any marketing materials unless a template version of such marketing materials has been or will be filed by the Company with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential investor; and

5.6.3 not to provide any potential investor with any materials or information in relation to the distribution of the Securities or the Company other than: (i) any marketing materials relating to the distribution of the Securities for which the template versions thereof have been approved and filed in accordance with Section 5, (ii) the Offering Documents, (iii) any standard term sheet (as defined in NI 41-101) approved by writing by the Company and the Bookrunners relating to the distribution of the Securities, (iv) any “preliminary prospectus notice” or “final prospectus notice” each as defined in NI 41-101 and in accordance with NI 41-101; and (v) any email communication to persons reasonably believed to be Qualified Institutional Buyers that are not resident in Canada regarding the commencement of the offering of the Securities and containing information derived from the Company marketing materials and applicable securities law legends.

5.7 The Underwriters will not make any representations or warranties with respect to the Company or the Securities, other than as set forth in this Agreement, the Prospectus, the

Offering Memorandum and any Offering Document Amendment and any marketing materials approved in writing by the Bookrunners and the Company in accordance with this Section 5, and other than as permitted by applicable laws, without the written approval of the Company, acting reasonably.

5.8 The Underwriters severally (and not jointly) covenant and agree to comply with Canadian Securities Laws in connection with the provision of marketing materials to potential purchasers by sending them, together with marketing materials, a copy of the Prospectus and any Prospectus Amendment.

5.9 No Underwriter will be liable under this Section 5 with respect to a default by any of the other Underwriters or a Selling Firm appointed by any of the other Underwriters.

6. DELIVERY OF DOCUMENTS AND RELATED MATTERS

6.1 The Company shall deliver or cause to be delivered to each of the Underwriters and the Underwriters' counsel, prior to or contemporaneously with the filing of the Prospectus Supplement with the Canadian Securities Regulators, the following documents (except to the extent such documents have been previously delivered to the Underwriters or are available on SEDAR):

6.1.1 copy of the Base Shelf Prospectus in the English language;

6.1.2 copy of the Base Shelf Prospectus in the French language;

6.1.3 copy of the Prospectus Supplement in the English language;

6.1.4 copy of the Prospectus Supplement in the French language;

6.1.5 a "long-form" comfort letter of Ernst & Young LLP dated the date of the Prospectus Supplement (with the requisite procedures to be completed by such auditor not more than two Business Days prior to the date of the letter) addressed to the Underwriters and the board of directors of the Company, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to certain financial and numerical information relating to the Company contained in the Prospectus, containing statements and information of the type ordinarily included in "comfort letters" to underwriters in connection with an offering of the type of the Offering;

6.1.6 a "long-form" comfort letter of PricewaterhouseCoopers LLP dated the date of the Prospectus Supplement (with the requisite procedures to be completed by such auditor not more than two Business Days prior to the date of the letter) addressed to the Underwriters and the board of directors of the Company, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to certain financial and numerical information relating to the Target contained in the Prospectus Supplement, containing statements and information of the type ordinarily included in "comfort letters" to underwriters in connection with an offering of the type of the Offering;

6.1.7 a certificate dated the date of the Prospectus Supplement, addressed to the Underwriters and signed by the chief financial officer of the Company in respect

to certain financial data contained in the Prospectus, providing "management comfort" with respect to such information, in form and substance satisfactory to the Bookrunners, acting reasonably;

6.1.8 a copy of the letter from the TSX advising the Company that conditional approval of the listing of the Firm Subscription Receipts, Additional Subscription Receipts and Underlying Common Shares has been granted by the TSX, subject to the satisfaction of the customary conditions set out therein;

6.1.9 a copy of any other document required to be filed along with the Prospectus Supplement by the Company under Canadian Securities Laws, including without limitation any marketing materials and template versions thereof;

6.1.10 copies of the Offering Memorandum for use by the Underwriters (and Selling Firms) in connection with their respective solicitation of purchases of, or offering of, the Securities;

6.1.11 an opinion of Stikeman Elliott LLP dated the date of the Prospectus Supplement, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the board of directors of the Company, to the effect that the French language version of the Prospectus Supplement other than the Company Financial Information, the Pro Forma Financial Information, the Target Financial Statements and the Target 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

6.1.12 an opinion of Ernst & Young LLP dated the date of each the Prospectus Supplement, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the board of directors of the Company, to the effect that the French language version of the Company Financial Information included in the Prospectus is, in all material respects, a complete and proper translation of the English language version thereof; and

6.1.13 an opinion of PricewaterhouseCoopers LLP dated the date of each the Prospectus Supplement, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the board of directors of the Company, to the effect that the French language version of the Pro Forma Financial Information, the Target Financial Statements and the Target Financial Information included in the Prospectus is, in all material respects, a complete and proper translation of the English language version thereof.

6.2 The Company shall cause commercial copies of the Prospectus, in the English and French languages, and the Offering Memorandum to be printed and delivered to the Underwriters without charge, in such quantities and in such cities as the Underwriters may reasonably request by written instructions delivered to the Company or counsel to the Company. Such delivery of the Offering Documents shall be effected as soon as possible following the filing of the Prospectus Supplement with the Canadian Securities Regulators. Such deliveries shall constitute the consent of the Company to the Underwriters' use of the Prospectus and the Offering Memorandum for the distribution of Securities in compliance with the provisions of this Agreement and the Canadian Securities Laws and, to the extent applicable to the Offering, the U.S. Securities Laws. The Company shall similarly cause

to be delivered commercial copies of any Offering Document Amendments. The commercial copies of the Prospectus shall be identical in content to the electronically transmitted versions thereof filed with Canadian Securities Regulators on the System for Electronic Document Analysis and Retrieval (SEDAR).

7. MATERIAL CHANGE OR CHANGE IN MATERIAL FACT DURING DISTRIBUTION AND OTHER COVENANTS

7.1 During the Distribution Period, the Company shall promptly notify the Underwriters and their counsel in writing of the full particulars of:

7.1.1 any material change (whether actual, anticipated, contemplated, proposed or threatened) in the business, affairs, operations, assets (including intangible assets), liabilities or other obligations (accrued, contingent or otherwise), condition (financial or otherwise), cash flows, income, results of operations, capital or prospects of the Company and its subsidiaries, taken as a whole;

7.1.2 any material fact which has arisen or has been discovered that would have been required to have been stated in the Offering Documents or any Offering Document Amendment had that fact arisen or been discovered on or prior to the date of such document;

7.1.3 any change in any material fact contained in the Offering Documents or any Offering Document Amendment or any event or state of facts that has occurred after the date of this Agreement, which change or fact is, or may be, of such a nature as (i) to render any statement in the Offering Documents or any Offering Document Amendment misleading or untrue in any material respect, or (ii) would result in the Offering Documents or any Offering Document Amendment containing a misrepresentation or not complying in any material respect with any Canadian Securities Laws or U.S. Securities Laws, in each case, as at any time up to and including the later of the Closing Date (or the Option Closing Date, as the case may be) and the date of completion of the distribution of the Securities;

7.1.4 any material change in the terms of the Acquisition or the Concurrent Private Placement; and

7.1.5 the occurrence of a Termination Event.

7.2 Without limiting the generality of Section 7.1, during the Distribution Period, the Company shall promptly notify the Underwriters and their counsel in writing of the full particulars of:

7.2.1 any filing made by the Company of information relating to the Offering with any Governmental Authority;

7.2.2 any announcement of any change or proposed change in any Pharmacy Laws (as defined below), the regulations thereunder or the interpretation or administration thereof, in each case implicating the Company or any of its subsidiaries only if such change or proposed change would be reasonably likely to have a Material Adverse Effect;

7.2.3 (i) the issuance by any securities commission, stock exchange or comparable authority of any order suspending or preventing the use of the Prospectus, the Offering Memorandum, or any Prospectus Amendment or Offering Memorandum Amendment, (ii) the suspension of the qualification of the Securities for offering or sale in any of the Qualifying Jurisdictions or in the United States, (iii) the institution, threatening or contemplation of any proceeding for any of those purposes, or (iv) any requests made by any securities commission, stock exchange or comparable authority for amending or supplementing the Prospectus, the Offering Memorandum, or any Prospectus Amendment or Offering Memorandum Amendment or for additional information, and in each case, will use its reasonable best efforts to prevent the issuance of any such order and, if any such order is issued, to obtain the withdrawal of the order promptly; and

7.2.4 the receipt by the Company or, to the Knowledge of the Company, the Target of any notice, request for information or other correspondence from any Governmental Authority relating to the Acquisition that could have a Material Adverse Effect or which is reasonably likely to prevent the Offering or the Acquisition from being completed.

7.3 The Company shall in good faith discuss with the Underwriters any fact or change in circumstances which is of such a nature that there is reasonable doubt whether written notice needs to be given under this Section 7 and will consult with all of the Underwriters with respect to the form and content of any Offering Document Amendment proposed to be filed by the Company, it being understood and agreed that, subject to compliance with Canadian Securities Laws, no such Offering Document Amendment will be filed with any Canadian Securities Regulators prior to the review and approval (which approval will not be unreasonably withheld) of such Offering Document Amendment by all of the Underwriters and counsel to the Underwriters, acting reasonably.

7.4 During the Distribution Period, the Company will comply with section 57 of the *Securities Act* (Ontario) and with the comparable provisions of the other Canadian Securities Laws, and the Company will prepare, with the input of the Underwriters, and the Company will file promptly after consultation with the Underwriters, any Prospectus Amendment which, in the opinion of the Underwriters, acting reasonably, may be necessary or advisable, and will otherwise comply with all legal requirements and take all actions necessary to continue to qualify the Securities for distribution in each of the Qualifying Jurisdictions and, to the extent applicable to the Offering, the U.S. Securities Laws for as long as may be necessary to complete the distribution of the Securities.

7.5 Prior to filing a Prospectus Amendment, the Company shall prepare and deliver promptly to the Underwriters signed and certified copies of such Prospectus Amendment in the English and French languages. Prior to or contemporaneously with the filing of any Prospectus Amendment with the Canadian Securities Regulators, the Company shall deliver to the Underwriters, with respect to such Prospectus Amendment, documents similar to those referred to in Sections 6.1.5, 6.1.7, 6.1.9, 6.1.10, 6.1.11, 6.1.12 and 6.1.13, and shall prepare and deliver to the Underwriters a corresponding Offering Memorandum Amendment.

7.6 If during the Distribution Period there shall be any change in Canadian Securities Laws which requires the filing of a Prospectus Amendment, the Company shall, to the

satisfaction of the Underwriters, acting reasonably, promptly prepare and file such Prospectus Amendment with the appropriate Canadian Securities Regulator in each of the Qualifying Jurisdictions where such filing is required.

7.7 The Company covenants and agrees with the Underwriters that it will:

7.7.1 apply the net proceeds from the issue and sale of the Firm Subscription Receipts and, if applicable, the Additional Subscription Receipts, in accordance with the disclosure set out under the heading "Use of Proceeds" in the Offering Documents;

7.7.2 promptly provide to the Underwriters, and will cause each of its subsidiaries to provide to the Underwriters, during the Distribution Period, copies of any filing made by the Company or its subsidiaries of information relating to the Offering with any Governmental Authority;

7.7.3 use its commercially reasonable efforts to pursue the satisfaction of all conditions to the completion, and closing, of the Acquisition in accordance with the Purchase Agreement, and the Concurrent Private Placement in accordance with the Subscription Agreement;

7.7.4 during the Distribution Period, promptly notify each of the Underwriters in writing, with full particulars of, any of the representations and warranties made by it in this Agreement no longer being true and correct in any material respect, or, with respect to those representations and warranties that are subject to a materiality or Material Adverse Effect qualification, in any respect; and

7.7.1 promptly provide to the Underwriters, during the Distribution Period, drafts of any press releases and other public documents of the Company relating to the Company for review by the Underwriters and the Underwriters' counsel prior to issuance, other than press releases or other public documents which do not disclose any material change and do not contain any information with respect to the Offering, the Concurrent Private Placement or the Acquisition. If requested by the Underwriters and permitted under applicable Laws, the Company hereby agrees to include a reference to the Underwriters and their role in any press release or other public communication of the Company in respect of the Offering, the Concurrent Private Placement or the Acquisition.

8. REPRESENTATIONS AND WARRANTIES AS TO OFFERING DOCUMENTS

8.1 Filing by the Company of each Offering Document shall constitute a representation and warranty by the Company to the Underwriters that, as at their respective dates, as at their respective filing dates and as at the Closing Time:

8.1.1 the information and statements (excluding the Underwriters' Information) contained in the Prospectus and any Prospectus Amendment contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Securities as required by Canadian Securities Laws;

8.1.2 no material fact has been omitted from such information and statements (excluding the Underwriters' Information) that is required to be stated in such information and statements or that is necessary to make a statement contained in such information not misleading in the light of the circumstances under which it was made;

8.1.3 the information and statements (excluding the Underwriters' Information) contained in the Offering Memorandum or any Offering Memorandum Amendment, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, all within the meaning of U.S. Securities Laws;

8.1.4 except with respect to any Underwriters' Information, such Offering Documents comply, as applicable, with all applicable Canadian Securities Laws and U.S. Securities Laws, other than as to non-material matters of form or similar non-material matters; and

8.1.5 subject to the disclosure included in the Prospectus and any Prospectus Amendment under the heading "Market and Industry Data", the statistical and market-related data included in the Prospectus and any Prospectus Amendment are based on or derived from sources that are believed by the Company to be reliable and accurate in all material respects.

8.2 The filing with the Canadian Securities Regulators of the Prospectus and any Prospectus Amendment shall also constitute the Company's consent to the Underwriters' use of the Prospectus and any Prospectus Amendment in connection with the distribution of the Securities in the Qualifying Jurisdictions in compliance with this Agreement and Canadian Securities Laws and the use of the Offering Memorandum and any Offering Memorandum Amendment in connection with the distribution of the Securities in the United States in compliance with this Agreement and U.S. Securities Laws.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE COMPANY

9.1 The Company represents and warrants to the Underwriters, and acknowledges that the Underwriters are relying upon such representations and warranties in purchasing the Securities, that:

9.1.1 the Company is a corporation existing and in good standing under the CBCA and is properly registered or licensed to carry on business under the laws of all jurisdictions in which its business is carried on, except where the failure to be so registered or licensed would not have a Material Adverse Effect;

9.1.2 each of the Material Subsidiaries is a corporation, company or other entity existing under the laws of its jurisdiction of incorporation and is properly registered or licensed to carry on business under the laws of all jurisdictions in which its business is carried on, except where the failure to be so registered or licensed would not have a Material Adverse Effect;

9.1.3 the Company has the requisite corporate power, authority and capacity to execute and deliver the Main Agreements and to perform its obligations

thereunder, and to execute and file with the Canadian Securities Regulators the Prospectus and any Prospectus Amendment, and each of the Company and its Material Subsidiaries has the requisite corporate power, authority and capacity to own, lease and operate its property and assets and to carry on its business as described in the Prospectus;

9.1.4 the authorized share capital of the Company consists of an unlimited number of Common Shares, and an unlimited number of preferred shares, issuable in series, of which 34,431,255 Common Shares and no preferred shares will be issued and outstanding immediately prior to Closing (assuming no issuance of Common Shares on or after the date hereof pursuant to options or other convertible securities of the Company outstanding on the date hereof). No person, firm or company has any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or any of its Material Subsidiaries of any unissued shares of the Company or any of its Material Subsidiaries or any right to convert any obligation into or exchange any shares of the Company or any of its Material Subsidiaries, or for the purchase or acquisition of any shares, material assets or material property of the Company or any of its Material Subsidiaries, except as otherwise referred to in the Prospectus;

9.1.5 the Company beneficially owns, directly or indirectly, 100% of the issued and outstanding shares or other equity interests of each of the Material Subsidiaries (free and clear of all Liens other than Liens granted in connection with the Credit Facilities). All of the issued and outstanding shares of, or other equity interests in, the Material Subsidiaries have been duly and validly authorized and issued, are fully paid and non-assessable, have not been issued in violation of any applicable Laws or any pre-emptive or similar rights;

9.1.6 in connection with the Offering and the Concurrent Private Placement, the Company will have complied as of Closing with all requirements applicable to it, and obtained all consents and waivers required to be obtained by it, on or prior to Closing under the Investor Rights Agreement;

9.1.7 no subsidiary of the Company other than the Material Subsidiaries listed under the heading “Corporate Structure” of the IPO Prospectus (which heading is incorporated by reference in the Offering Documents) is required to be disclosed in the Offering Documents pursuant to applicable Canadian Securities Laws;

9.1.8 there are no business relationships, related-party transactions or off-balance sheet transactions involving the Company or any of its subsidiaries or any other person required to be described in the Offering Documents which have not been described therein as required under IFRS or applicable Canadian Securities Laws;

9.1.9 all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, pension plan premiums, accrued wages, salaries and commissions and Employee Plans payments of the Company and its subsidiaries have been recorded in conformity, in all material respects, with IFRS and comply in all material respects as to form with the applicable accounting requirements of Canadian Securities Laws, and are reflected on the

books and records of the Company and its subsidiaries in all material respects, as applicable;

9.1.10 the Main Agreements and the performance of the Company's obligations thereunder, the execution and filing with the Canadian Securities Regulators of the Prospectus and any Prospectus Amendments and the issuance and sale of the Firm Subscription Receipts or, if applicable, Additional Subscription Receipts, have been or will at the Closing Time or at the Option Closing Time, as the case may be, be duly authorized by all necessary corporate action, and the Main Agreements have been or will at the Closing Time be duly executed and delivered by the Company and constitutes or will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by the application of equitable principles when equitable remedies are sought and subject to the fact that rights of indemnity and contribution may be limited by applicable Law;

9.1.11 except for the Investor Rights Agreement or as disclosed in the Prospectus, there are no shareholders' agreements, voting agreements, investors' rights agreements or other agreements in force or effect to which the Company or any of its Material Subsidiaries is a party and which in any manner affects or will affect the voting or control of any of the securities of the Company or any of its Material Subsidiaries, the nomination of directors to the board of the Company or any of its Material Subsidiaries or the operations or affairs of the Company or any of its Material Subsidiaries;

9.1.12 the form of the certificates representing the Common Shares has been, and the form of the certificate representing the Securities, if any, will have been as of the Closing Time duly approved and adopted by the Company and comply or will comply, as the case may be, in all material respects with the requirements of the CBCA and the TSX and do not or will not, as the case may be, conflict with the Company's by-laws and constating documents;

9.1.13 the rights, privileges, restrictions, conditions and other terms attaching to the Securities, the Common Shares and the preferred shares of the Company conform in all material respects to the respective descriptions thereof contained in the Prospectus;

9.1.14 since January 1, 2022, and except as otherwise disclosed in the Prospectus, (i) there has been no Material Adverse Change, (ii) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries taken as a whole, and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares;

9.1.15 (i) the Audited Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the periods involved and present fairly in all material respects the consolidated financial position of the Company as at March 27, 2021 and March 28, 2020, the consolidated loss, comprehensive

loss and cash flows of the Company for the 52-week periods ended March 27, 2021 and March 28, 2020 and the consolidated changes in equity of the Company for the 52-week periods ended March 27, 2021 and March 28, 2020; and (ii) the Interim Financial Statements have been prepared in accordance with IAS 34 *Interim Financial Reporting* applied on a consistent basis throughout the periods involved and present fairly in all material respects the consolidated financial position of the Company as at January 1, 2022 and January 2, 2021 and the consolidated profit or loss of the Company for the 16- and 40-week periods ended January 1, 2022 and January 2, 2021 and the consolidated changes in equity and cash flows of the Company for the 16- and 40-week periods ended January 1, 2022 and January 2, 2021;

9.1.16 except, in the case of the Company, for the Credit Facilities or as described in the Offering Documents (including the Financial Statements), neither the Company nor any of its subsidiaries has outstanding any debentures, notes, mortgages, or other indebtedness that is material to the Company and its subsidiaries taken as a whole;

9.1.17 none of the Company or any of its subsidiaries has, or on the Closing Date will have, incurred any liabilities or obligations (whether accrued, absolute, contingent or otherwise) that continue to be outstanding, except: (i) as disclosed or contemplated in the Offering Documents, including the Financial Statements contained therein, and (ii) as incurred in the ordinary course of business by the Company or any of its subsidiaries, and which do not have a Material Adverse Effect;

9.1.18 except as disclosed in the Offering Documents, including the Financial Statements contained therein, or which would not, individually or in the aggregate, result in a Material Adverse Effect, since January 1, 2022, (i) there has not been any change in the share capital, long-term debt, financial condition or operations of the Company and its subsidiaries taken as a whole other than changes in the ordinary course of business, (ii) the business of the Company and its subsidiaries taken as a whole has been carried on in the ordinary course, (iii) none of the property or assets of the Company or its subsidiaries shown or reflected in the Financial Statements has been transferred, assigned, sold, distributed, dividend or otherwise disposed of other than in the ordinary course of business, and (iv) none of the Company or any of its subsidiaries has cancelled any material debts or entitlements other than in the ordinary course of business;

9.1.19 Ernst & Young LLP is and was, during the periods covered by its reports, independent of the Company in accordance with the rules of professional conduct applicable to auditors in each of the provinces and territories of Canada. There has not been any reportable event (within the meaning of National Instrument 51-102 — *Continuous Disclosure Obligations)* with such firm or any other prior auditor of the Company or any of its subsidiaries;

9.1.20 the Company maintains, or will maintain by the time following the Closing by which it will be required to do so under NI 52-109, “disclosure controls and procedures” and “internal control over financial reporting” (each as defined in NI 52-109) as required by 52-109 and Canadian Securities Laws. As of the date

hereof, to the Knowledge of the Company, there are no "material weaknesses" (as defined in NI 52-109) in its internal control over financing reporting;

9.1.21 except as disclosed in the Offering Documents, including the Financial Statements contained therein (and except, in the case of defaults under Company Contracts (as defined below) and Company Laws (as defined below), for such breaches, violations, conflicts or defaults that do not or would not, individually or in the aggregate, have a Material Adverse Effect), neither the Company nor any of its subsidiaries is in violation or default of, nor will the execution of the Main Agreements or the performance by the Company of its obligations thereunder, including the issuance and sale of the Firm Subscription Receipts and, if applicable, the Additional Subscription Receipts, to be sold by the Company and the application of the net proceeds from the issue and sale of the Firm Subscription Receipts and, if applicable, the Additional Subscription Receipts, in accordance with the disclosure set out under the heading "Use of Proceeds" in the Offering Documents, result in any breach or violation of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, or give rise to any right to accelerate the maturity or require the prepayment of any indebtedness under, or result in the imposition of any Lien upon any property or assets of the Company or any of its subsidiaries pursuant to (i) any term or provision of the constating documents of the Company or any of its subsidiaries or any resolution of the directors or shareholders of the Company or any of its subsidiaries, or (ii) except for such breaches, violations, conflicts or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (A) any contract, mortgage, note, indenture, joint venture or partnership arrangement, agreement (written or oral), instrument, lease (including for real property) or licence to which the Company or any of its subsidiaries is a party or bound or to which any of the business, operations, property or assets of the Company or any of its subsidiaries is subject and in each case, which is material to the operation of the business of the Company and its subsidiaries taken as a whole (collectively, "**Company Contracts**"); or (B) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries or their business, operations or assets, of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries (collectively, "**Company Laws**");

9.1.22 (i) the material Company Contracts are valid and binding obligations of the Company or the relevant subsidiary, as applicable, and are in good standing, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (ii) no event of default or event which after the giving of notice or the lapse of time or both would constitute an event of default, has occurred and is outstanding under any such material Company Contracts, (iii) no breach by the Company or any of its subsidiaries has occurred under any such material Company Contracts that would be considered a material breach, (iv) to the Knowledge of the Company, neither the Company or any of its subsidiaries is aware of any default by the other parties to any such material Company Contracts, and (v) none of the Company or any of its subsidiaries has waived any rights under any such material Company Contracts;

9.1.23 Computershare Investor Services Inc., at its principal office in the city of Toronto, Ontario, has been duly appointed as registrar and transfer agent for the Underlying Common Shares;

9.1.24 Computershare Trust Company of Canada, at its principal office in the city of Toronto, Ontario, has been duly appointed as Subscription Receipt Agent;

9.1.25 except as disclosed in the Offering Documents, including the Financial Statements contained therein, there is no litigation or governmental or other proceeding or investigation at law or in equity before any court or before or by any Governmental Authority, in progress or pending or, to the Knowledge of the Company, threatened against, or involving the assets, properties or business of, the Company or any of its subsidiaries which would result in a Material Adverse Effect or which would adversely affect the consummation of the transactions contemplated by this Agreement, or the performance by the Company of its obligations hereunder;

9.1.26 except as disclosed in the Offering Documents, to the Knowledge of the Company, there is no pending or contemplated introduction of or change to any law, regulation or position of a Governmental Authority that would have a Material Adverse Effect;

9.1.27 the Company and its subsidiaries are, and at all times have been, in compliance, in all material respects, with all Laws applicable to the practice of pharmacy and the operation of pharmacies in the federal, provincial, territorial, state, municipal, local or foreign jurisdictions in which the Company operates (collectively, "**Pharmacy Laws**"). None of the Company or any of its subsidiaries, or, to the Knowledge of the Company, any director, officer, employee, contractor, agent or affiliate of the Company or any of its subsidiaries (including the Pharmacists employed or engaged by the Company) has received any inspection report, notice of adverse finding, warning letter or other correspondence or notice, or been subject to any disciplinary proceedings, from or by any Governmental Authority alleging or asserting any non-compliance with any Pharmacy Laws, except for any such non-compliance that would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect;

9.1.28 the Company and its subsidiaries have established and maintain systems to ensure that Pharmacists employed or engaged by the Company and its subsidiaries comply in all material respects with Pharmacy Laws and with the terms of any Authorizations held by them or the Company or its subsidiaries;

9.1.29 there is no material judicial, regulatory, arbitral or other legal or government proceeding, investigation or other litigation or arbitration, at law or in equity, before any Governmental Authority, domestic or foreign, in progress, pending or, to the Knowledge of the Company, threatened or contemplated, against the Company or any of its subsidiaries, or, to the Knowledge of the Company, any director, officer, employee, contractor, agent or affiliate of the Company or any of its subsidiaries (including the Pharmacists employed or engaged by the Company) with respect to Pharmacy Laws;

9.1.30 neither the Company nor any of its subsidiaries, nor any director or officer of the Company or any of its subsidiaries, nor, to the Knowledge of the Company, any agent, employee, contractor or representative of the Company or any of its subsidiaries (including the Pharmacists employed or engaged by the Company) is or has been debarred, suspended or excluded, or has been convicted of any crime, engaged in any conduct or is subject to a governmental inquiry, investigation, proceeding or other similar action that would result in a debarment, suspension or exclusion from any Governing Pharmaceutical Body. Neither the Company nor any of its subsidiaries has any ongoing reporting obligations pursuant to any corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by a Governmental Authority;

9.1.31 there are no audits or reviews currently conducted by any of the Company's and its subsidiaries' public and private payors, including in connection with the Company's and its subsidiaries' participation in provincial drug programs, that, individually or in the aggregate, would result in a Material Adverse Effect;

9.1.32 each Employee Plan has been maintained in all material respects in accordance with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plan;

9.1.33 (i) each of the Company and its subsidiaries is in compliance with the provisions of all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect, (ii) no collective labour dispute, grievance, arbitration or legal proceeding is ongoing, pending or, to the Knowledge of the Company, threatened and, except as disclosed in the Offering Documents, no individual labour dispute, grievance, arbitration or legal proceeding is ongoing, pending or, to the Knowledge of the Company, threatened with any employee of the Company or any of its subsidiaries that would have a Material Adverse Effect, and, to the Knowledge of the Company, no such collective labour dispute, grievance, arbitration or legal proceeding has occurred during the past year, and (iii) except as disclosed in the Offering Documents, no union has been accredited or otherwise designated to represent any employees of the Company or any of its subsidiaries and, to the Knowledge of the Company, no accreditation request or other representation question is pending with respect to the employees of the Company or any of its subsidiaries, and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the Company or any of its subsidiaries' facilities and none is currently being negotiated by the Company or any of its subsidiaries;

9.1.34 (i) there are no workers' compensation claims pending against the Company or any of its subsidiaries that, individually or in the aggregate, would result in a Material Adverse Effect, and (ii) to the Knowledge of the Company (A) none of the executive officers of the Company described in the Offering Documents has any plans to terminate his or her employment, (B) except as would not result in a Material Adverse Effect, none of the executive officers of the Company described in the Offering Documents is subject to any secrecy or non-

competition agreement or any other agreement or restriction of any kind that would impede in any material way the ability of such executive officer to carry out fully all activities of such employee in furtherance of the Company's or such subsidiary's business, and (C) except as would not result in a Material Adverse Effect, none of the executive officers of the Company described in the Offering Documents or, to the Knowledge of the Company, any other former executive of any of its subsidiaries has any claim with respect to any Intellectual Property (as defined below) rights of the Company or any of its subsidiaries;

9.1.35 except for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, (i) each of the Company and its subsidiaries owns all rights in or has obtained valid and enforceable licenses or other rights to use, the systems, recipes, know how (including trade secrets and other proprietary or confidential information), trade-marks (both registered and unregistered), trade names, patents, patent applications, inventions, copyrights and any other intellectual property (collectively, "**Intellectual Property**") described in the Prospectus as being owned or licensed by the Company or one of its subsidiaries or which are used for the conduct of the Company's and its subsidiaries' business as currently carried on and proposed to be carried on, free and clear of any Lien or other adverse claim or interest of any kind or nature affecting the assets of the Company and its subsidiaries (other than Liens granted in connection with the Credit Facilities), (ii) to the Knowledge of the Company, the conduct of the Company's and its subsidiaries' business as currently carried on and proposed to be carried on has not infringed, does not infringe and will not infringe the rights of any third parties and there is no infringement by third parties of any Intellectual Property owned, licensed or commercialized by the Company or any of its subsidiaries, (iii) there is no action, suit, proceeding or claim pending or, to the Knowledge of the Company, threatened by others challenging the Company's and its subsidiaries' rights in or to any Intellectual Property or the validity or scope of any Intellectual Property owned, licensed or commercialized by the Company and its subsidiaries, and the Company is unaware of any other fact which could form a reasonable basis for any such action, suit, proceeding or claim, and (iv) to the Knowledge of the Company, all trade secrets and other confidential proprietary information forming part of or in relation to the Intellectual Property being owned or licensed by the Company or any of its subsidiaries is and remains confidential to the Company or such subsidiary, as the case may be;

9.1.36 the information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases used by the Company and its subsidiaries (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted;

9.1.37 the Company and its subsidiaries have implemented and maintained commercially reasonable measures, controls, policies, procedures and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personal health, personally identifiable, sensitive, confidential or regulated information ("**Personal Data**")) used in

connection with their businesses, and except as would not have a Material Adverse Effect, there have been no breaches, violations, outages or unauthorized uses or disclosures of or accesses to same, except for those that have been remedied without material cost or liability;

9.1.38 the Company and its subsidiaries are in compliance with, in all material respects, applicable Laws (including Privacy Laws) and all judgments, orders, rules and regulations of any court or arbitrator or Governmental Authority, and contractual obligations, relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data;

9.1.39 neither the Company nor any of its subsidiaries has taken any action which is designed to or which constitutes or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities;

9.1.40 no Authorization is required for the performance by the Company of its obligations under this Agreement or the issuance or sale of the Firm Subscription Receipts and, if applicable, the Additional Subscription Receipts, hereunder, except as have been or will be obtained or made prior to Closing or Option Closing, as the case may be;

9.1.41 except where non-compliance does not have and would not reasonably be expected to have a Material Adverse Effect, each of the Company and its subsidiaries has conducted and is conducting its business or activities in compliance with all applicable Laws of each jurisdiction in which it carries on such business or activities and neither the Company nor any of its subsidiaries has received any written notice of any alleged violation of any such Laws;

9.1.42 the Company and its subsidiaries possess such Authorizations necessary to conduct the business now operated by them, except where the failure to hold such Authorizations would not, individually or in the aggregate, result in a Material Adverse Effect. The Company and its subsidiaries are in compliance with the terms and conditions of all such Authorizations, except where the failure so to comply would not, individually or in the aggregate, result in a Material Adverse Effect; and the Company does not anticipate any material variations or difficulties in obtaining, maintaining or renewing such Authorizations;

9.1.43 except for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, no existing supplier (including McKesson Canada Corporation), distributor, service provider, agent, contractor or third party partner of the Company or any of its subsidiaries has indicated in writing that it intends to terminate its relationship with the Company or such subsidiary or that it will be unable to meet the Company's or such subsidiary's supply, distribution, service or contracting requirements;

9.1.44 except as disclosed in the Offering Documents, none of the Company or any of its subsidiaries owns any real property;

9.1.45 except for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, neither the Company nor any of its subsidiaries is in

default or breach of any real property lease, and neither the Company nor any of its subsidiaries has received any written notice or other written communication from the owner or manager of any real property leased by the Company or any of its subsidiaries that the Company or such subsidiary is not in compliance with any real property lease, and to the Knowledge of the Company, no such notice or other communication is pending or has been threatened;

9.1.46 to the Knowledge of the Company, none of the Company's directors or officers is now, or has ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange;

9.1.47 except as disclosed in the Offering Documents or for employment or consulting arrangements with employees or consultants or those serving as a director or officer of the Company or any of its subsidiaries as described in the Offering Documents, no director or officer, former director or officer, or employee of, or any other person not dealing at arm's length with, the Company or its subsidiaries, will continue after Closing to be engaged in any material transaction or arrangement with or to be a party to a material contract with, or have any material indebtedness, liability or obligation to, the Company or any of its subsidiaries;

9.1.48 except as disclosed in the Offering Documents, none of the Company or any of its subsidiaries is a party to or bound by, and none of the business, operations, property or assets of the Company or any of its subsidiaries is subject to, any material non-arm's length agreements or arrangements other than on terms and at a price that are generally comparable to those that would have applied if the parties had been dealing at arm's length;

9.1.49 except as described in or contemplated in the Offering Documents or as provided for under the laws applicable to the Company or any of its Material Subsidiaries: (i) the Company is not prohibited from paying any dividends or from making any other distributions on its share capital, and (ii) none of the Material Subsidiaries of the Company is currently prohibited from paying any dividends to the Company, from making any other distribution on such Material Subsidiary's share capital, partnership interests or membership interests, or from repaying to the Company any loans or advances to such Material Subsidiary;

9.1.50 except as described in the Offering Documents or for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, (i) neither the Company nor any of its subsidiaries is in violation of any Environmental Laws, (ii) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, and (iii) to the Knowledge of the Company, there are no pending administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, orders, directions, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries, and (iv) to the Knowledge of the Company, there are no facts or circumstances which

would reasonably be expected to form the basis for any such administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, orders, directions, notices of non-compliance or violation, investigation or proceedings;

9.1.51 except in each case for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, (i) the Company and each of its subsidiaries has duly filed all tax returns required to be filed by it and has paid all material taxes, assessments, re-assessments and all governmental charges (whether imposed directly or through withholding), including any penalties, interest, additions to tax, and other fines related thereto due or claimed to be due and payable by it, (ii) the Company and each of its subsidiaries has properly withheld or collected and remitted all amounts required to be withheld or collected and remitted by it in respect of any taxes and governmental charges, and (iii) adequate provision has been made for material taxes payable for any completed fiscal period for which tax returns are not yet required and neither the Company nor any of its subsidiaries is a party to any agreement, waiver or other arrangement with any taxing authority which relates to any extension of time with respect to the filing of any tax return or payment of any tax or any assessment or reassessment thereof, governmental charge or deficiency by the Company or any of its subsidiaries, in each case, with such exceptions as would not result in a Material Adverse Effect;

9.1.52 there is no tax deficiency which has been asserted against the Company or any of its subsidiaries which would have a Material Adverse Effect, and all material tax liabilities are adequately provided for in accordance with IFRS in the Interim Financial Statements for all periods up to January 1, 2022;

9.1.53 there are no stamp or other issuance, withholding, sales, value-added, goods and services, provincial sales or transfer taxes or duties or other similar fees or charges required to be paid by the Company or any of its subsidiaries or to be collected by the Underwriters in connection with (i) the execution and delivery and performance of this Agreement or (ii) the offer and sale of the Securities by the Underwriters in the manner contemplated herein, in particular, in Section 4 hereof;

9.1.54 except as would not have a Material Adverse Effect, there are no actions, suits, proceedings, assessments, reassessments, claims or investigations in progress, pending or, to the Knowledge of the Company, threatened, against the Company or any of its subsidiaries in respect of taxes, governmental charges, assessments or reassessments; and there are no Liens for taxes upon the assets of the Company or any of its subsidiaries, other than for Taxes (i) not yet due and payable, or (ii) being contested in good faith by appropriate proceedings for which appropriate reserves have been established in accordance with IAS 34 *Interim Financial Reporting* in the Interim Financial Statements for all periods up to January 1, 2022;

9.1.55 except as described in the Offering Documents, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the 1933 Act or to file a prospectus under Canadian Securities Laws with

respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the offering to which the Prospectus relates. Except for options granted under the Legacy Option Plan, the Omnibus Incentive Plan or any other convertible securities issued under any of the other equity incentive plans described in the Offering Documents, or except as otherwise disclosed under the Offering Documents, the holders of outstanding shares of the Company's share capital are not entitled to pre-emptive or other rights to subscribe for Common Shares;

9.1.56 policies of insurance issued by insurers of recognized financial responsibility are maintained in respect of the operations, properties and assets, directors and officers of the Company and its subsidiaries in such amounts and covering such risks as are prudent or customary in the businesses in which they are engaged, and such policies of insurance will, on and after the Closing Date or the Option Closing Date, as the case may be, be maintained for the benefit of the Company and its subsidiaries. Except as would not result in a Material Adverse Effect, all such policies of insurance are in full force and effect and, to the Knowledge of the Company, no material default exists under such policies of insurance as to the payment of premiums or otherwise under the terms of any such policy, there are no material claims by the Company nor any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. The Company and its subsidiaries have no reason to believe that they will not be able to renew their existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue their business, except in each case for such exceptions as would not result in a Material Adverse Effect;

9.1.57 copies of the minute books of the Company and certain subsidiaries made available to counsel for the Underwriters in connection with their due diligence investigation in respect of the Offering constitute all of the minute books of such entities and contain copies of all material proceedings (or certified copies thereof) in respect of matters of the shareholders and the boards of directors of the Company and such subsidiaries since October 25, 2021 to the date of review of such minute books and there have been no other meetings, resolutions or proceedings in respect of matters of the shareholders or board of directors of the Company since October 25, 2021 to the date of review of such minute books not reflected in such minute books other than those which are not material in the context of such entities, as applicable;

9.1.58 the operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority to which they are subject (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Company or any of its subsidiaries with respect to Anti-Money Laundering Laws is pending or, to the Knowledge of the Company, threatened;

9.1.59 neither the Company nor any of its subsidiaries nor, to the Knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries has taken any action, directly or indirectly, that could result in a sanction for violation by such persons of the *Corruption of Foreign Public Officials Act* (Canada), as may be amended, any similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Company has instituted and maintains policies and procedures designed to ensure compliance therewith. No part of the proceeds of the offering of the Firm Subscription Receipts and, if applicable, of the Additional Subscription Receipts, will be used, directly or indirectly, in violation of the *Corruption of Foreign Public Officials Act* (Canada), as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder;

9.1.60 neither the Company nor any of its subsidiaries nor, to the Knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries (i) is, or is controlled by or is acting on behalf of, an individual or entity that is currently the subject of any sanctions administered or enforced by the United States (including any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce, and including, without limitation, the designation as a "specially designated national" or "blocked person"), Canada (including sanctions administered or enforced by Global Affairs Canada and the Royal Canadian Mounted Police or other relevant sanctions authority), the European Union, Her Majesty's Treasury, the United Nations Security Council or other relevant sanctions authority (collectively, "**Sanctions**"), (ii) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory, including, without limitation, Crimea, Cuba, Sudan, Syria, Iran and North Korea or (iii) intends to, directly or indirectly, use the proceeds of the offering of the Firm Subscription Receipts and, if applicable, of the Additional Subscription Receipts, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity (A) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions or (B) in any other manner that would result in a violation of any applicable Sanctions by, or could result in the imposition of applicable Sanctions against, any individual or entity (including any individual or entity participating in the Offering, whether as underwriter, advisor, investor or otherwise), and the Company and each of its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

9.1.61 except as disclosed in the Offering Documents, no acquisition has been made by the Company or any of its subsidiaries since March 27, 2021 that would be a significant acquisition for the purposes of Canadian Securities Laws, and no proposed acquisition by the Company or any of its subsidiaries has progressed to a state where a reasonable person would believe that the likelihood of the Company or any of its subsidiaries completing the acquisition is high and that, if

completed by the Company or any of its subsidiaries at the date of the Offering Documents, would be a significant acquisition for the purposes of Canadian Securities Laws, in each case, that would require the disclosure in the Offering Documents prescribed by Item 10 of Form 44-101F1 to NI 44-101;

9.1.62 the Company is a reporting issuer or the equivalent in the Qualifying Jurisdictions and is not on a list of defaulting issuers maintained by any of the Canadian Securities Regulators; in particular, the Company is in compliance, in all material respects, with all of its applicable continuous disclosure obligations under Canadian Securities Laws. No Governmental Authority has issued any order preventing or suspending: (i) trading in any securities of the Company; or (ii) the use or effectiveness of any of the Offering Documents or preventing the distribution of the Firm Subscription Receipts and, if applicable, of the Additional Subscription Receipts, if any, in any Qualifying Jurisdiction nor instituted proceedings for either purpose and, to the Knowledge of the Company no such proceedings are pending or contemplated;

9.1.63 all documents incorporated by reference in the Offering Documents did, as of the applicable filing date, conform in all material respects to the requirements of Canadian Securities Laws. There are no reports or information that in accordance with the requirements of the Canadian Securities Regulators must be made publicly available or filed in connection with the Offering that have not been made publicly available as required (other than reports or information required to be made public after the date hereof pursuant to the Shelf Procedures);

9.1.64 the Company is qualified under NI 44-101 to file a short form prospectus with the Canadian Securities Regulators in connection with the Offering and is eligible to use the Shelf Procedures;

9.1.65 there is no person acting at the request of the Company who is entitled to any, commission, finder's fee, advisory fee, underwriting fee or agency fee in connection with or as a result of the sale of the Firm Subscription Receipts or Additional Subscription Receipts, as applicable;

9.1.66 except as disclosed in the Offering Documents, no consents nor waivers are required under the Credit Facilities in connection with the Offering, the Acquisition and the Concurrent Private Placement;

9.1.67 the Company has provided to the Underwriters a true and complete copy of the Purchase Agreement, including all schedules and exhibits;

9.1.68 to the Knowledge of the Company, no event has occurred or condition exists which is reasonably likely to prevent the Acquisition from being completed in accordance with the Purchase Agreement prior to the Outside Time;

9.1.69 to the Knowledge of the Company, except as contemplated or disclosed in the Prospectus, neither the Target nor any of its direct or indirectly held material assets and properties are subject to any right of purchase or other acquisition to any third party which will be triggered or accelerated by the transactions contemplated by the Purchase Agreement;

9.1.70 to the Knowledge of the Company, upon completion of the Acquisition, the Company (or a wholly-owned subsidiary) will own 100% of the issued and outstanding shares or other equity interests of the Target (free and clear of all Liens other than Liens granted in connection with the Credit Facilities);

9.1.71 to the Knowledge of the Company, there have been no disputes or claims between the parties to the Purchase Agreement and the Company is not aware of any threatened or pending disputes or claims between the parties thereto, relating to the subject matter of or the transactions contemplated under the Purchase Agreement;

9.1.72 to the Knowledge of the Company, the disclosure regarding the Target and its subsidiaries in the Prospectus and the Offering Memorandum does not contain a misrepresentation within the meaning of Canadian Securities Laws;

9.1.73 to the Company's knowledge, (i) the Target Financial Statements fairly present in all material respects the financial position, results of operations, income, earnings and cash flow of the Target as at the dates and for the periods indicated therein, in accordance with IFRS, and (ii) the Target Financial Information fairly present in all material respects the information purported to be shown thereby of the Target as at the dates and for the periods indicated therein;

9.1.74 subject to Section 9.1.73, the Pro Forma Financial Statements fairly present the pro forma consolidated financial position, results of operations and earnings of the Company as at the dates and for the periods indicated after giving effect to the transactions and assumptions described in the related notes thereto, and do not contain a misrepresentation. Such Pro Forma Financial Statements have been prepared in accordance with applicable Canadian Securities Laws;

9.1.75 the assumptions contained in the Pro Forma Financial Information are suitably supported and consistent with the consolidated financial results of the Company and the Target, such statements provide a reasonable basis for the compilation of the Pro Forma Financial Statements, and the Pro Forma Financial Statements accurately reflect such assumptions, subject to the limitations described in the notes thereto; and

9.1.76 the Company has provided to the Underwriters a true and complete copy of the Subscription Agreement, including all schedules and exhibits thereto, and related agreements signed concurrently therewith. To the knowledge of the Company, no event has occurred or condition exists which will prevent the Concurrent Private Placement from being completed materially in accordance with the terms of the Subscription Agreement on the Closing Date. The Company is not required by applicable Law or TSX requirement or its constating documents to obtain the approval of its shareholders in order to complete the Concurrent Private Placement.

10. CHANGE OF THE CLOSING DATE

10.1 Subject to the right of any Underwriter to terminate its obligations under this Agreement in accordance with the termination provisions contained in Section 16, if a material change with respect to the Company or a change in a material fact contained in the Offering

Documents occurs prior to the Closing Date or the Option Closing Date which requires a Prospectus Amendment under Canadian Securities Laws, the Closing Date or the Option Closing Date, as the case may be, shall be, unless the Company and the Underwriters otherwise agree in writing or unless otherwise required under Canadian Securities Laws, the fifth Business Day following the later of:

10.1.1 the date on which all applicable filings or other requirements of Canadian Securities Laws with respect to such material change or change in a material fact have been complied with in all Qualifying Jurisdictions and any appropriate receipts obtained for such filings and notice of such filings from the Company or its counsel have been received by the Underwriters; and

10.1.2 the date upon which the commercial copies of any Offering Document Amendments have been delivered in accordance with Section 6.2.

11. UNDERWRITING FEE

11.1 In consideration of the Underwriters' agreement to purchase the Firm Subscription Receipts and the Additional Subscription Receipts (if any), the Company agrees to pay to the Underwriters a fee (the "**Underwriting Fee**") equal to $1.158 per Firm Subscription Receipt or Additional Subscription Receipt, as applicable (being 4% of the Purchase Price for each Firm Subscription Receipt or the Additional Subscription Receipt, as applicable) purchased by the Underwriters from the Company. The Underwriting Fee will be payable as follows:

11.1.1 upon each of the Closing Time or the Option Closing Time, 50% of the applicable Underwriters' Fee will be deducted from the aggregate gross proceeds of the sale of the Firm Subscription Receipts (or Additional Subscription Receipts) and withheld for the account of the Underwriters; and

11.1.2 the remaining 50% of the Underwriters' Fee will be paid to the Underwriters upon the Acquisition Closing. If the Acquisition Closing does not occur prior to the Outside Time, then no further payment on account of the Underwriters' Fee will be payable by the Company to the Underwriters.

11.2 The Underwriting Fee shall be inclusive of a $0.0579 work fee per Security (being 5% of the Underwriting Fee) payable to, and shared equally between, the Bookrunners.

12. CLOSING

12.1 The purchase and sale of the Firm Subscription Receipts shall be completed at the Closing Time by virtual exchange of documents, or at such other place or by such other means as the Underwriters and the Company may agree upon. At the Closing Time: (i) the Company will deliver to the Bookrunners, on behalf of the Underwriters, a certificate or certificates in global form or, at the option of the Bookrunners, an instant deposit in electronic form representing the Firm Subscription Receipts registered in the name of CDS Clearing and Depository Services Inc. ("**CDS**") or its nominee (or as directed in writing by the Bookrunners not less than one full Business Day before the Closing Time), and (ii) the Bookrunners, on behalf of the Underwriters, will cause to be sent to the Company an amount representing the aggregate Purchase Price for the Firm Subscription Receipts by

wire transfer (or other means of providing immediately available funds), net of 50% of the Underwriting Fee.

13. DELIVERY OF CERTIFICATES TO TRANSFER AGENT

13.1 The Company, prior to the Closing Date or prior to the Option Closing Date, as the case may be, shall make all necessary arrangements for the preparation, delivery, certification and deposit of the definitive certificate(s), if any, representing the Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, on the Closing Date or the Option Closing Date, as the case may be, with CDS.

13.2 All fees and expenses payable to CDS and/or Computershare Investor Services Inc. in connection with the electronic deposit pursuant to the NCI System and the preparation, delivery, certification and exchange of any certificate(s) representing the Firm Subscription Receipts and the Additional Subscription Receipts contemplated by this Section 13 and the fees and expenses payable to CDS and/or Computershare Investor Services Inc. as may be required in the course of the distribution of the Securities shall be borne by the Company.

14. CONDITIONS TO THE UNDERWRITERS' OBLIGATION TO PURCHASE THE FIRM SUBSCRIPTION RECEIPTS

14.1 The Underwriters' obligation to purchase the Firm Subscription Receipts at the Closing Time shall be subject to the representations and warranties of the Company contained in this Agreement being accurate as of the date of this Agreement and as of the Closing Date, to the Company having performed all of its obligations under this Agreement and to the following additional conditions:

14.1.1 Delivery of Opinions

(i) The Underwriters shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, addressed to the Underwriters (and if required for opinion purposes, counsel to the Underwriters) from Stikeman Elliott LLP, Canadian counsel to the Company, as to the laws of Canada and the Qualifying Jurisdictions, which counsel in turn may rely upon the opinions of local counsel where it deems such reliance proper as to the laws other than the laws of Canada and of the provinces of Ontario, Québec, Alberta and British Columbia (or alternatively, make arrangements to have such opinions directly addressed to the Underwriters and counsel to the Underwriters), and all of such counsels may rely upon, as to matters of fact, certificates of the auditor of the Company, public officials, Governmental Authorities and officers of the Company as applicable, and letters from stock exchange representatives and transfer agents, with respect to the matters set forth in Schedule C.

(ii) If Securities are sold in the United States, the Underwriters shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters from Skadden, Arps, Slate, Meagher &

Flom LLP, U.S. counsel to the Company, that, assuming the accuracy of the representations and warranties of the Company and the Underwriters set forth in this Agreement and Schedule A to this Agreement, it is not necessary in connection with (i) the offer, sale and delivery of the Securities by the Company to the Underwriters on the date hereof, or (ii) the initial re-offer and resale of the Securities in the United States by the Underwriters through their U.S. Affiliate, in each case in the manner contemplated by the Offering Memorandum and this Agreement and Schedule A to this Agreement, to register the Securities under the 1933 Act, it being understood that no opinion is expressed as to any subsequent resale of the Securities.

(iii) The Underwriters shall have received at the Closing Time a legal opinion of McCarthy Tétrault LLP, dated the Closing Date, addressed to the Underwriters with respect to the validity of the offering and sale of the Securities and such other matters referred to in Section 14.1.1(i) as to the laws of Canada and of the provinces of Ontario, Québec, Alberta and British Columbia (which counsel may rely, as to matters of fact, on certificates of the auditors of the Company, public officials, Governmental Authorities and officers of the Company, as applicable, and letters from stock exchange representatives).

14.1.2 Delivery of Comfort Letters at Closing

(i) The Underwriters shall have received from Ernst & Young LLP at the Closing Time a "bring-down" comfort letter dated the Closing Date, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, addressed to the Underwriters and the board of directors of the Company, confirming the continued accuracy of the comfort letter to be addressed to the Underwriters and the board of directors of the Company pursuant to Section 6.1.5 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, provided such changes are acceptable to the Underwriters, acting reasonably.

(ii) The Underwriters shall have received from PricewaterhouseCoopers LLP at the Closing Time a "bring-down" comfort letter dated the Closing Date, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, addressed to the Underwriters and the board of directors of the Company, confirming the continued accuracy of the comfort letter to be addressed to the Underwriters and the board of directors of the Company pursuant to Section 6.1.6 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, provided such changes are acceptable to the Underwriters, acting reasonably.

14.1.3 Delivery of Certificates

(i) The Underwriters shall have received one or more certificates dated the Closing Date signed by officers of the Company acceptable to the Underwriters and their counsel, acting reasonably, including with respect

to: (i) the articles and by-laws of the Company, (ii) the absence of proceedings taken regarding dissolution, (iii) all board resolutions passed in connection with the transactions, actions, events and conditions contemplated by this Agreement and the Offering Documents, including the issue and sale of the Firm Subscription Receipts, and the authorization of this Agreement and related matters, (iv) the incumbency and signatures of the signing officers of the Company, and (v) such other matters as the Underwriters may reasonably request.

(ii) The Underwriters shall have received at the Closing Time a certificate dated the Closing Date, addressed to the Underwriters and counsel to the Underwriters and signed on behalf of the Company by the Chief Executive Officer and the Chief Financial Officer of the Company or other officers of the Company acceptable to the Underwriters, certifying for and on behalf of the Company (and without personal liability) after having made due inquiries and after having carefully examined the Offering Documents and any Offering Document Amendment, that:

(a) since the respective dates as of which information is given in the Prospectus, as amended by any Prospectus Amendments, and the Offering Memorandum (1) there has been no material change with respect to the Company and its subsidiaries taken as a whole, and (2) no transaction has been entered into by any of the Company or its subsidiaries which is material to the Company and its subsidiaries taken as a whole, other than as disclosed in the Prospectus, the Offering Memorandum or the Prospectus Amendments, as the case may be;

(b) the Offering Documents (except the Underwriters' Information) (i) do not contain a misrepresentation and do contain full, true and plain disclosure of all material facts relating to the Company and the Securities, and (ii) do not contain an untrue statement of a material fact or omit to state a material fact that is required to be stated or that is necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Common Shares or any other securities of the Company has been issued by any Governmental Authority, and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Canadian Securities Laws or by any Governmental Authority;

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

(e) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects as of

the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement, except in respect of any representations and warranties that are to be true and correct as of a specified date, in which case they will be true and correct in all material respects as of that date only, and except in respect of any representations and warranties that are subject to a materiality qualification in which case they will be true and correct in all respects; and

(f) the Purchase Agreement has not been materially amended nor have any material terms and conditions thereof been waived, which would result in a Material Adverse Effect.

(iii) The Underwriters shall have received at the Closing Time a certificate dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and signed by the chief financial officer of the Company, confirming the continued accuracy of the certificate to be delivered to the Underwriters pursuant to Section 6.1.7, with such changes as may be necessary to bring the information in such letter forward the Closing Date, provided such changes are acceptable to the Underwriters, acting reasonably.

14.1.4 Additional Conditions

(i) The Underwriters shall have received, prior to the Closing Time, an executed lock-up agreement, substantially in the form of Schedule B (the "**Lock-Up Agreement**"), from the Private Placement Subscriber;

(ii) The Securities and Underlying Common Shares shall have been conditionally approved for listing on the TSX on or before the Business Day immediately preceding the Closing Date, subject only to the satisfaction by the Company of customary post-closing conditions imposed by the TSX in similar circumstances;

(iii) the Subscription Receipt Agreement will have been executed and delivered by the parties thereto in form and substance satisfactory to the Underwriters and the Underwriters' counsel, acting reasonably;

(iv) the Underwriters shall have received evidence reasonably satisfactory to the Underwriters that the Concurrent Private Placement will close concurrently with the closing of the Offering substantially upon the terms and conditions set out in the Subscription Agreement and the Placement Subscription Receipt Agreement, it being understood that the Joint Bookrunners may waive such condition; and

(v) The Underwriters shall have received such other customary closing certificates, opinions, receipts, agreements or documents as the Underwriters may reasonably request.

15. CONDITIONS TO UNDERWRITERS OBLIGATIONS TO PURCHASE THE ADDITIONAL SUBSCRIPTION RECEIPTS

15.1 Upon delivery of an Over-Allotment Option Notice, the Company shall become obligated to sell the total number of Additional Subscription Receipts in respect of which the Underwriters are exercising the Over-Allotment Option and, subject to the terms and conditions herein set forth, each Underwriter severally (and not jointly) shall become obligated to purchase from the Company the total number of Additional Subscription Receipts in respect of which the Underwriters are then exercising the Over-Allotment Option (adjusted if necessary to avoid fractional subscription receipts or shares, as applicable).

15.2 If the Underwriters exercise the Over-Allotment Option in accordance with the fourth paragraph of this Agreement, the closing of the purchase and sale of the Additional Subscription Receipts will be completed at the Option Closing Time by virtual exchange of documents, or at such other place or by such other means determined in writing by the Company and the Underwriters.

15.3 The Company will deliver the Additional Subscription Receipts to be sold by it to the Bookrunners, for the respective accounts of each of the Underwriters, including, if requested by the Bookrunners, an instant deposit in electronic form representing such Additional Subscription Receipts registered in the name of CDS or its nominee (or as directed in writing by the Bookunners not less than one full Business Day before the Option Closing Time).

15.4 At the Option Closing Time, the Bookrunners, on behalf of the Underwriters, will cause to be sent to the Company by wire transfer (or other means of providing immediately available funds) an amount representing the aggregate purchase price for the Additional Subscription Receipts, net of 50% of the Underwriting Fee.

15.5 The several obligations of the Underwriters to purchase the Additional Subscription Receipts hereunder are subject to the delivery to the Underwriters, on or prior to the Option Closing Date of:

(i) legal opinions, addressed to the Underwriters and their counsel and dated the Option Closing Date from counsel to the Company, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, addressing the matters set forth in Schedule C;

(ii) one or more certificate dated the Option Closing Date from the Company and signed by an authorized representative of the Company, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, including with respect to: (i) the constating documents of the Company, (ii) all board resolutions of or in respect of the Company passed in connection with the transactions, actions, events and conditions contemplated by this Agreement and the Offering Documents, including the sale of the Additional Subscription Receipts and the authorization of this Agreement, (iii) the incumbency and signatures of the authorized representatives of the Company, and (iv) such other matters as the Underwriters may reasonably request;

(iii) one or more certificates from the Company dated the Option Closing Date and signed by an authorized representative of the Company, certifying for and on behalf of the Company, not in their personal capacity, after having made due inquiries, and after having carefully examined the Offering Documents and any Offering Document Amendment, that:

(a) the Company's Information related to the Company is true and correct and does not contain a misrepresentation;

(b) the Company has complied in all material respects with the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Option Closing Date;

(c) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects as of the Option Closing Date with the same force and effect as if made at and as of the Option Closing Date after giving effect to the transactions contemplated by this Agreement, except in respect of any representations and warranties that are to be true and correct as of a specified date, in which case they will be true and correct in all material respects as of that date only, and except in respect of any representations and warranties that are subject to a materiality qualification in which case they will be true and correct in all respects; and

(d) the Purchase Agreement has not been materially amended nor have any material terms and conditions thereof been waived, which would result in a Material Adverse Effect.

16. RIGHTS OF TERMINATION

16.1 Regulatory Proceedings Out

If, after the date hereof and prior to the Closing Time, any enquiry, action, suit, investigation or other proceeding, whether formal or informal, is instituted, announced or threatened or any order is made by any Governmental Authority in relation to the Company, which in the opinion of any of the Underwriters, acting reasonably, operates to prevent, restrict or suspend the distribution of, or trading in, the Securities or the Common Shares, each of the Underwriters shall be entitled, at its option and in accordance with Section 16.6, to terminate its obligations under this Agreement by written notice to that effect given to the Company any time at or prior to the Closing Time or the Option Closing Time, as applicable.

16.2 Disaster Out

If after the date hereof and prior to the Closing Time, there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any outbreak, pandemic (including as a result of the COVID-19 pandemic, or the escalation thereof, but only to the extent there are any material adverse developments relating thereto occurring after the date hereof) or any governmental action, law, regulation, inquiry or other similar occurrence, which, in the

reasonable opinion of any of the Underwriters, acting reasonably, seriously adversely affects or will seriously adversely affect the financial markets in Canada or in the United States or the business, operations or affairs of the Company and its subsidiaries, taken as a whole, or the Target and the Company and their respective subsidiaries, taken as a whole, each of the Underwriters shall be entitled, at its option, in accordance with Section 16.6, to terminate its obligations under this Agreement by written notice to that effect given to the Company any time at or prior to the Closing Time or the Option Closing Time, as applicable.

16.3 Material Change or Change in Material Fact Out

If, after the date hereof and prior to the Closing Time, there should occur, be discovered by the Underwriters or be announced by the Company, any material change or a change in any material fact or a new material fact arises or is discovered (other than a change or fact related solely to the Underwriters) which, in the opinion of any of the Underwriters, acting reasonably, would result in the purchasers of a material number of Securities exercising their right under applicable Canadian Securities Laws to withdraw from their purchase of Securities or would be expected to have a material adverse effect on the market price or value of the Securities or the Common Shares, each of the Underwriters shall be entitled, at its option and in accordance with Section 16.6, to terminate its obligations under this Agreement by written notice to that effect given to the Company any time at or prior to the Closing Time or the Option Closing Time, as applicable.

16.4 Non-Compliance With Conditions

The Company agrees that all terms and conditions in Section 14 shall be construed as conditions and shall be complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use its commercially reasonable efforts to cause such conditions to be complied with and that any breach or failure by the Company to comply with any such conditions in all material respects shall entitle any of the Underwriters to terminate its obligations to purchase the Firm Subscription Receipts and, if the Over-Allotment Option has been exercised, the Additional Subscription Receipts, by notice to that effect given to the Company any time at or prior to the Closing Time, or, in the case of the Additional Subscription Receipts, at or prior to the Option Closing Time, unless otherwise expressly provided in this Agreement. Each Underwriter may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon an Underwriter only if such waiver or extension is in writing and signed by the Underwriter.

16.5 Termination Event

If, prior to the Closing Time or the Option Closing Time, as applicable, a Termination Event has occurred, each of the Underwriters shall be entitled, at its option and in accordance with Section 16.6, to terminate its obligations under this Agreement by written notice to that effect given to the Company any time at or prior to the Closing Time or the Option Closing Time, as applicable.

16.6 Exercise of Termination Rights

The rights of termination contained in Sections 16.1, 16.2, 16.3, 16.4 and 16.5 may be exercised by any of the Underwriters with respect to the obligation of such Underwriter, and are in addition to any other rights or remedies that each of the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the terminating Underwriter(s) to the Company or on the part of the Company to the terminating Underwriter(s), except in respect of any liability which may have arisen prior to or arise after such termination under Sections 17 (*Indemnity*), 18 (*Contribution*) and 20 (*Expenses*). A notice of termination given by an Underwriter under Sections 16.1, 16.2, 16.3 and 16.4 shall not apply to or be binding upon any other Underwriter who has not also executed such notice.

17. INDEMNITY

17.1 The Company agrees to indemnify and hold harmless each of the Underwriters and their respective affiliates, and each of their respective current or former directors, officers, employees, partners and agents and each other person, if any, controlling an Underwriters or any of their respective affiliates and shareholders, and the successors and assigns of all the foregoing persons (collectively, the "**Indemnified Parties**" and each an "**Indemnified Party**"), to the full extent lawful, from and against all losses, claims (including shareholder actions, derivatives or otherwise), damages, expenses, actions or liabilities, joint or several, of any nature (excluding loss of profit, but including the reasonable fees and expenses of their respective counsel and other out-of-pocket expenses) (collectively, "**Losses**") incurred in investigating, defending, settling and/or satisfying a judgment in any action, suit, proceeding, investigation, inquiry or claim that may be made or threatened against any Indemnified Party or to which an Indemnified Party may become subject or otherwise involved in any capacity (whether or not resulting in liability) (collectively, the "**Claims**") insofar as the Claims are caused by, result from, arise out of or are based upon, directly or indirectly:

17.1.1 any information or statement (except solely in respect of any Underwriters' Information) contained in the Offering Documents, marketing materials approved in accordance with Section 5, or in any certificate of the Company delivered pursuant to this Agreement that, at that time and in light of the circumstances under which it was made, contains or is alleged to contain (i) a misrepresentation, or (ii) an untrue statement of a material fact;

17.1.2 any omission or alleged omission to state in the Offering Documents, marketing materials approved in accordance with Section 5, or in any certificate of the Company delivered pursuant to this Agreement, any material fact (except solely in respect of any Underwriters' Information) required to be stated in such document or that is necessary in order to make the statements in such document, in the light of the circumstances under which they were made, not misleading;

17.1.3 any order made or enquiry, investigation or proceedings commenced, announced or threatened by any securities commission or other competent authority based upon any actual or alleged untrue statement of a material fact

or omission to state a material fact required to be stated or necessary to make any statement not misleading in light of the circumstances under which it was made or any misrepresentation or alleged misrepresentation (except solely in respect of any Underwriters' Information) contained in the Offering Documents, marketing materials approved in accordance with Section 5, or in any certificate of the Company delivered pursuant to this Agreement, preventing or restricting the trading in or the sale or distribution of the Securities in any Qualifying Jurisdiction;

17.1.4 the non-compliance or alleged non-compliance, or a breach or violation or alleged breach or violation, by the Company with any of the Canadian Securities Laws, U.S. Securities Laws or the securities laws of any other jurisdictions in which Securities were offered; or

17.1.5 any breach by the Company of its representations, warranties, covenants or obligations to be complied with under this Agreement or under any other document delivered pursuant to this Agreement.

17.2 The rights of indemnity contained in this Section 17 will not inure to the benefit of an Indemnified Party if the person asserting any Claim contemplated by this Section 17 was not provided with a copy of any Offering Document or Offering Document Amendment which corrects any untrue statement or information, misrepresentation (for the purposes of Canadian Securities Laws or U.S. Securities Laws) or omission which is the basis of the Claim and which is required under Canadian Securities Laws or U.S. Securities Laws to be delivered to that person by the Underwriters.

17.3 Promptly after receiving notice of a Claim against any Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Applicable Indemnitor, any Indemnified Party will promptly notify the Applicable Indemnitor in writing of the particulars thereof, provided that the omission to so notify the Applicable Indemnitor shall not relieve the Applicable Indemnitor of any liability which the Applicable Indemnitor may have to any Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required results in the loss of substantive rights or defences in connection with such Claim or results in any material increase in the liability which the Applicable Indemnitor has under this indemnity which the Applicable Indemnitor would not otherwise have incurred had the Indemnified Party given the required notice. The Applicable Indemnitor shall have 14 days after receipt of the notice to undertake, conduct and control, through experienced and competent counsel of its own choosing and at its own expense, the settlement or defence of the Claim. If the Applicable Indemnitor undertakes, conducts and controls the settlement or defence of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defence of the Claim and the Applicable Indemnitor shall promptly provide copies of all relevant documentation to the relevant Indemnified Parties, keep the relevant Indemnified Parties advised of the progress thereof and discuss with the relevant Indemnified Parties all significant actions proposed.

17.4 Notwithstanding Section 17.3, any Indemnified Party shall have the right, at the Applicable Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if:

17.4.1 the employment of such counsel has been authorized in writing by the Applicable Indemnitor;

17.4.2 the Applicable Indemnitor has not assumed the defence and employed counsel therefor promptly but no later than 14 days after receiving notice of such Claim; or

17.4.3 counsel retained by the Applicable Indemnitor or the Indemnified Party has advised the Indemnified Party in writing that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that:

(i) there may be legal defences available to the Indemnified Party that are different from or in addition to those available to the Applicable Indemnitor (in which event and to that extent, the Applicable Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf),

(ii) there is a conflict of interest between the Applicable Indemnitor and the Indemnified Party, or

(iii) the subject matter of the Claim may not fall within the indemnity set forth herein,

in each case the Applicable Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf with respect to aspects covered in (i) to (iii) above, provided that the Applicable Indemnitor shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties, and provided that no settlement of such Claim or admission of liability may be made by the Indemnified Party without the prior written consent of the Company, acting reasonably.

17.5 No admission of liability, settlement, compromise, consent to the entry of any judgment in or other seeking of termination of any Claim shall be made by the Applicable Indemnitor or an Indemnified Party in respect of which indemnification may be sought under this Section 17 (whether or not any Indemnified Party is a party thereto) without the prior written consent of the Indemnified Parties affected unless the Applicable Indemnitor has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent to the entry of any judgment or termination (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim, and (ii) does not include any admission of negligence, misconduct, fault, liability or responsibility by any Indemnified Party or Applicable Indemnitor (as applicable).

17.6 The Applicable Indemnitors agree that in case any legal proceeding is brought against, or an investigation is commenced in respect of, the Applicable Indemnitors and/or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or required to respond to procedures designed to discover information regarding, in connection with or by reason of this Agreement, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including

an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with disbursements and out-of-pocket expenses incurred by the personnel in connection therewith) shall be paid by the Applicable Indemnitors as they occur.

17.7 With respect to any Indemnified Party who is not a party to this Agreement, the Underwriters shall obtain and hold the rights and benefits of this Section 17 as mandatary for and on behalf of such Indemnified Party.

17.8 The Company agrees to waive any right the Company may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this Section 17. The indemnity and contribution obligations of the Applicable Indemnitor hereunder shall be in addition to any liability the Applicable Indemnitor may otherwise have, shall extend upon the same terms and conditions herein to the Indemnified Parties and shall be binding upon and continue in effect in accordance with the terms and conditions herein for the benefit of any successors, permitted assigns, heirs and personal representatives of the Applicable Indemnitor, the Bookrunners and any other Indemnified Party.

18. CONTRIBUTION

18.1 If for any reason (other than a determination by a court of competent jurisdiction in a final judgment that has become non-appealable that the Loss resulted primarily from the fraud, gross negligence or willful misconduct of the Indemnified Party) the indemnity provided in Section 17 is insufficient to hold an Indemnified Party harmless or is unavailable to an Indemnified Party or is unenforceable by an Indemnified Party in respect of any Claim:

18.1.1 the Applicable Indemnitor and the Indemnified Party will contribute to the Losses of a nature contemplated by Section 17 in such proportions as are appropriate to reflect the relative benefits received by the Applicable Indemnitor and the Indemnified Party from the offering of Securities, as contemplated by this Agreement as well as the relative fault of the Applicable Indemnitor and the Indemnified Party with respect to such Losses and any other equitable considerations, whether or not the Applicable Indemnitor has been sued together with the Indemnified Party or sued separately from the Indemnified Party, provided, however that:

(i) the Underwriters (and any related Indemnified Party) shall not in any event be liable to contribute, in the aggregate, any amounts in excess of the aggregate Underwriting Fee actually received by the Underwriters from the Applicable Indemnitor; and

(ii) each Underwriter (and any related Indemnified Party) shall not in any event be liable to contribute, individually, any amount in excess of such Underwriter's portion of the aggregate Underwriting Fee actually received from the Applicable Indemnitor under this Agreement.

18.2 The rights to contribution provided in this Section 18 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.

18.3 In the event that the Applicable Indemnitors may be held to be entitled to contribution from the Indemnified Parties under the provisions of any statute or at law, the Applicable Indemnitors shall be limited to contribution in an amount not exceeding the lesser of:

(i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Indemnified Parties are responsible, as determined in Section 18.1; and

(ii) the amount of the Underwriting Fee or any portion thereof actually received by the Indemnified Party in connection with the sale of the Securities, and an Indemnified Party shall in no event be liable to contribute any amount in excess of such Indemnified Party's portion of the Underwriting Fee or any portion thereof actually received by the Indemnified Party in connection with the sale of the Securities.

18.4 If the Indemnified Parties have reason to believe that a claim for contribution may arise, they shall give the Company notice of such claim in writing, as soon as reasonably possible, but failure or delay to so notify the Company shall not relieve the Company of any obligation which they may have to the Indemnified Parties under this Section 18.

18.5 With respect to this Section 18, the Applicable Indemnitors acknowledge and agree that the Underwriters are contracting on their own behalf and as agents for their affiliates, and their respective directors, officers, employees and agents, and each person, if any, controlling any Underwriter or any of its subsidiaries and each shareholder of any Underwriter. The Underwriters' respective obligations to contribute pursuant to this Section 18 are joint in proportion to the percentages of Securities set forth opposite their respective names in Section 21 hereof and not solidary or joint and several.

18.6 The remedies provided for in this Section 18 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any party at law or in equity.

19. 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.

20. EXPENSES

20.1 Whether or not the transactions contemplated by this Agreement shall be completed, all expenses of or incidental to the issue, sale and delivery of the Securities and all reasonable expenses of or incidental to all other matters in connection with the transactions set out in this Agreement shall be borne by the Company including, without limitation, fees and expenses payable in connection with the qualification of the Securities for distribution and expenses with respect to the delivery of the Firm Subscription Receipts and of the Additional Subscription Receipts, as applicable, the fees relating to listing the Securities and Underlying Common Shares on the TSX and arranging for clearance and settlement arrangements for the issuance of the Securities and Underlying Common Shares, all fees and disbursements of counsel to the Company, all fees and expenses of the Company's auditors and the Target's auditors, accountants, translators and other advisors, all costs incurred in connection with the preparation, translating, filing and

printing of the Offering Documents, “green sheets” and certificates representing the Securities (including any transfer taxes and any stamp or other duties payable upon the sale, issuance and delivery of the Securities to the Underwriters), all filing fees, attorneys’ fees and expenses incurred by the Company in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the ‘Blue Sky’ laws and, if requested by the Underwriters, preparing and printing a ‘Blue Sky Survey’ or memorandum, and any supplements thereto, the fees and expenses of the Company’s transfer agent, all reasonable expenses associated with any roadshows and marketing activities of the Company including travel and lodging expenses in connection with due diligence and marketing activities and all taxes payable in respect of any of the foregoing. To the extent applicable, all expenses and other amounts payable under the terms of this Agreement shall be paid without any set-off.

20.2 Notwithstanding the foregoing, the fees and disbursements of legal counsel for the Underwriters and the Underwriters' "out-of-pocket" expenses shall be borne by the Underwriters, except that the Underwriters will be reimbursed for documented and reasonable (i) out-of-pocket expenses of the Underwriters, and (ii) fees, taxes and disbursements of the external legal counsel of the Underwriters, to the extent they are reasonable and documented, if the sale of the Securities is not completed due to any failure of the Company to comply with the terms of this Agreement. For greater certainty, in no event shall the Underwriters be responsible for any offering expenses that are incurred by the Company.

21. RIGHTS TO PURCHASE

21.1 Obligation of Underwriters to Purchase

Subject to the terms and conditions of this Agreement, the obligation of the Underwriters to purchase the Firm Subscription Receipts or the Additional Subscription Receipts at the Closing Time or at the Option Closing Time, as the case may be, shall be several (and not joint) and shall be limited to the percentage of the Firm Subscription Receipts or the Additional Subscription Receipts, as the case may be, set out opposite the name of the respective Underwriters below:

Scotia Capital Inc.	33.5%
RBC Dominion Securities Inc.	33.5%
BMO Nesbitt Burns Inc.	10.0%
National Bank Financial Inc.	10.0%
Desjardins Securities Inc.	5.0%
TD Securities Inc.	3.0%
Cormark Securities Inc.	2.5%
iA Private Wealth Inc.	2.5%
	100.0%

Subject to Section 21.3, if an Underwriter (a "**Defaulting Underwriter**") shall fail to purchase its applicable percentage of the Firm Subscription Receipts or the Additional Subscription Receipts, as the case may be (the "**Defaulted Securities**"), at the Closing Time or the Option Closing Time, as the case may be, the remaining Underwriters (the "**Continuing Underwriters**") will be entitled, at their option, to purchase, severally (and not jointly), all but not less than all of the Defaulted Securities on a *pro rata* basis among the Continuing Underwriters in proportion to the percentage of Firm Subscription Receipts which such Continuing Underwriters have agreed to purchase pursuant to this Agreement or in any proportion agreed upon, in writing, by the Continuing Underwriters. If no such arrangement has been made and the number of Defaulted Securities to be purchased by the Defaulting Underwriters does not exceed 10% of the total number of the Firm Subscription Receipts or the Additional Subscription Receipts, as the case may be, the Continuing Underwriters will be obligated to purchase severally (and not jointly), the Defaulted Securities on the terms set out in this Agreement in such proportions. If the number of Defaulted Securities to be purchased by the Defaulting Underwriters exceeds 10% of the total number of the Firm Subscription Receipts or the Additional Subscription Receipts, as the case may be, the Continuing Underwriters will not be obliged to purchase the Defaulted Securities and, if the Continuing Underwriters do not elect to purchase the Defaulted Securities, the Continuing Underwriters will not be obliged to purchase any of the Firm Subscription Receipts or the Additional Subscription Receipts, as the case may be, and there shall be no further liability or obligation on the part of the Company or the Underwriters except in respect of any liability which may have arisen or may arise under Sections 17, 18 and 20. Nothing in this Section 21 shall oblige the Company to sell to the Underwriters less than all of the Firm Subscription Receipts or the Additional Subscription Receipts covered by the Over-Allotment Option Notice, as the case may be, or relieve from liability to the Company any Underwriter which shall be so in default.

21.2 Purchases by Other Underwriters

If the amount of the Firm Subscription Receipts or the Additional Subscription Receipts, as the case may be, that the Continuing Underwriters wish to purchase exceeds the amount of the Firm Subscription Receipts or the Additional Subscription Receipt, as the case may be, that would otherwise have been purchased by an Underwriter that is in default, such Firm Subscription Receipt or Additional Subscription Receipts, as the case may be, shall be divided *pro rata* among the Continuing Underwriters desiring to purchase such Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, in proportion to the percentage of Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, that such Underwriters have agreed to purchase as set out in Section 21.1.

21.3 Rights to Purchase of Other Underwriters

In the event that one or more but not all of the Underwriters shall exercise their right of termination under Section 16, the Continuing Underwriters shall have the right, but shall not be obligated, to purchase all of the percentage of the Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, that would otherwise have been purchased by such Underwriters which have so exercised their right of termination. If the amount of such Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, that the Continuing Underwriters wish, but are not obliged, to purchase exceeds the amount of such Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, which remain available for purchase, such Firm

Subscription Receipts or Additional Subscription Receipts, as the case may be, shall be divided *pro rata* among the Underwriters desiring to purchase such Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, in proportion to the percentage of Firm Subscription Receipts or Additional Subscription Receipts, as the case may be, which such Underwriters have agreed to purchase as set out in Section 21.1.

22. LOCK-UP

The Company shall not, directly or indirectly, without the prior written consent of the Bookrunners, on behalf of the Underwriters, not to be unreasonably withheld or delayed, for a period beginning at Closing and ending 90 days after the Closing Date, (i) offer, issue, sell, grant any option, right or warrant to purchase, or otherwise transfer, dispose or monetize of any Common Shares or other securities convertible into or exercisable or exchangeable for Common Shares, or announce any intention to do any of the foregoing, in a public offering, by way of private placement or otherwise, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether any such transaction is to be settled by delivery of Common Shares, other securities, cash or otherwise, in any case other than: (A) the grant of options or other securities in the normal course pursuant to the Legacy Option Plan and the Omnibus Incentive Plan, (B) the issue of securities upon the conversion, exercise or exchange of convertible, exercisable or exchangeable securities existing on the Closing Date or upon the exercise or settlement, as applicable, of options or other securities subsequently granted as permitted by this Section 22, (C) the issuance of securities to vendors as consideration or partial consideration for the acquisition of their shares or assets, *provided* that any such issuances in the aggregate shall not exceed 10% of the Common Shares (on a fully diluted basis), *provided* that, for issuances in the first 90 days after the Closing Date, any such recipient of securities shall be required to provide an executed Lock-Up Agreement substantially in the form of Schedule B for a period ending on the date that is 90 days after the Closing Date, (D) Securities issuable pursuant to this Agreement and Underlying Common Shares or (E) Placement Subscription Receipts issuable pursuant to the Subscription Agreement and Common Shares issuable upon the exchange of the Placement Subscription Receipts in accordance with their terms.

23. STABILIZATION

In connection with the distribution of the Securities, the Underwriters and the Selling Firms, if any, may over-allot or effect transactions which stabilize or maintain the market price of the Securities at levels other than those which might otherwise prevail in the open market, in compliance with applicable Canadian Securities Laws, U.S. Securities Laws (to the extent applicable to the Offering) and the rules and regulations of applicable stock exchanges. Those stabilizing transactions, if any, may be discontinued at any time.

24. INTEREST IN TMX GROUP LIMITED

National Bank Financial Inc. or an affiliate thereof, may own or control an equity interest in TMX Group Limited ("**TMX Group**") and may have a nominee director serving on the TMX Group's board of directors. As such, National Bank Financial Inc. may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of National Bank Financial Inc. supplying or continuing to supply a product or service.

25. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, obligations and agreements of the Company contained in this Agreement or in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Securities shall survive the purchase by the Underwriters of the Securities, the termination of this Agreement and the distribution of the Securities pursuant to the Offering Documents and shall continue in full force and effect for such maximum period of time as the Underwriters or any purchaser of Securities may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained in the Offering Documents pursuant to Canadian Securities Laws in any of the Qualifying Jurisdictions, for the benefit of the Underwriters, regardless of any investigation by or on behalf of the Underwriters with respect thereto.

26. TIME

Time is of the essence in the performance of the parties' respective obligations under this Agreement.

27. ASSIGNMENT

The terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that, except as otherwise provided in this Agreement, this Agreement will not be assignable by any party without the written consent of the others and any purported assignment without such consent will be invalid and of no force and effort.

28. GOVERNING LAW

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

29. UNDERWRITERS' ACTIVITIES

29.1 The Company acknowledges and understands that: (A) the Underwriters may act as traders of, and dealers in, securities both as principal and on behalf of clients and that in the ordinary course of its trading and dealing activities, any of the Underwriters and their affiliates at any time may hold long or short positions in the securities of the Company or any of its respective related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (B) any of the Underwriters may conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to any such person and/or the Offering; (C) the Underwriters or their controlling shareholders may extend loans or provide other financial services in the ordinary course of business to any such person (collectively, "**Bank Business**"). The Company agrees not to seek to restrict or challenge the ability of any of the Underwriters or their affiliates to conduct Bank Business; and (D) as a full service investment and commercial bank, the Underwriters and their affiliates may have investment and commercial banking, lending, asset management, prime brokerage services and other relationships with companies which are or may become involved in the transactions contemplated by this Agreement and/or which may have interests which could potentially conflict with the interests of the Company.

29.2 The Company acknowledges that none of the Underwriters is advising the Company or any other person related to it as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company should consult with its own advisors concerning such matters and be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters have no liability to the Company with respect thereto.

29.3 In performing its responsibilities under this Agreement, each of the Underwriters may use the services of its affiliates provided that it will be responsible for ensuring that such affiliates comply with the terms of this Agreement.

30. NO FIDUCIARY DUTY

The Company acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company and the joint Underwriters, (ii) in connection therewith each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favour of the Company with respect to the purchase and sale of the Securities pursuant to this Agreement hereby or any other obligation to the Company except the obligations expressly set forth in this Agreement, and (iv) the Company has consulted or had the opportunity to consult with its own legal and other advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with the purchase and sale of the Securities pursuant to this Agreement.

31. 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 Company, addressed and sent to:

Neighbourly Pharmacy Inc.
190 Attwell Drive
Unit 400
Toronto, ON M9W 6H8

Attention: Chris Gardner
Email: *[Redacted – Personal Information]*

If to the Company, with a copy (which shall not constitute notice to the Company) to Persistence Capital Partners, addressed and sent to:

Persistence Capital Partners
600 de Maisonneuve Boulevard West
Suite 2000
Montreal, QC H3A 3J2

Attention: Stuart M. Elman; Zev Zelman
Email: *[Redacted – Personal Information]*; *[Redacted – Personal Information]*

If to the Company, with a copy (which shall not constitute notice to the Company) to Stikeman Elliott LLP, addressed and sent to:

Stikeman Elliott LLP
1155 René-Lévesque Blvd. West,
41st Floor
Montreal, QC H3B 3V2

Attention: Robert Carelli
Email: *[Redacted – Personal Information]*

If to Scotia Capital Inc., addressed and sent to:

Scotia Capital Inc.
40 King Street West, 64th Floor
Toronto, ON M5H 3Y2

Attention: Rob Sainsbury, Managing Director & Head, Corporate & Investment Banking, TMTH
Email: *[Redacted – Personal Information]*

If to RBC Dominion Securities Inc., addressed and sent to :

RBC Dominion Securities Inc.
200 Bay Street
North Tower
Toronto, ON M5J 2W7

Attention: Carrie Cook, Managing Director
Email: *[Redacted – Personal Information]*

If to BMO Nesbitt Burns Inc., addressed and sent to:

BMO Nesbitt Burns Inc.
100 King Street West, 4th Floor
Toronto, ON M5X 1H3

Attention: Tristan Hodge
Email: *[Redacted – Personal Information]*

If to National Bank Financial Inc., addressed and sent to:

National Bank Financial Inc.
130 King Street West
Suite 3200
Toronto, ON M5X 1J9

Attention: Brad Spruin
Email: *[Redacted – Personal Information]*

If to Desjardins Securities Inc., addressed and sent to:

Desjardins Securities Inc.
25 York Street, Suite 1000
Toronto, ON M5J 2V5

Attention: Andrew Kennedy
Email: *[Redacted – Personal Information]*

If to TD Securities Inc., addressed and sent to:

TD Securities Inc.
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2

Attention: Lindsay Scott
Email: *[Redacted – Personal Information]*

If to Cormark Securities Inc., addressed and sent to:

Royal Bank Plaza, North Tower
200 Bay Street, Suite 1800
P.O. Box 63
Toronto, ON M5J 2J2

Attention: Chris Shaw
Email: *[Redacted – Personal Information]*

If to iA Private Wealth Inc., addressed and sent to:

iA Private Wealth Inc.
700 – 26 Wellington Street East
Toronto, ON M5E 1S2

Attention: John Rak
Email: *[Redacted – Personal Information]*

If to any of the Underwriters, with a copy (which shall not constitute notice to the Underwriters) to McCarthy Tétrault LLP, addressed and sent to:

McCarthy Tétrault LLP
Suite 2500
1000 De La Gauchetière Street West
Montreal, QC H3B 0A2

Attention: Hadrien Montagne
Email: *[Redacted – Personal Information]*

or to such other address as any of the parties may designate by giving notice to the others in accordance with this Section 31.

Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and:

31.1 a notice that 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

31.2 a notice that is sent by e-mail shall be deemed to be given and received on the first Business Day following the day on which it is sent.

32. AUTHORITY OF BOOKRUNNERS

The Bookrunners are hereby authorized by each of the other Underwriters to act on its behalf, and the Company shall be entitled to and shall act on any notice given in accordance with Section 31 jointly by the Bookrunners or any agreement entered into by or on behalf of the Underwriters by the Bookrunners, which represent and warrant that they have irrevocable authority to bind the Underwriters, except in respect of: (i) settlement of an indemnity claim pursuant to Section 17, which settlement shall be made by the Indemnified Party, (ii) a claim for contribution pursuant to Section 18, which settlement shall be made by the Indemnified Party, (iii) a notice of termination pursuant to Section 16, which notice may be given by any of the Underwriters exercising such right, (iv) any waiver pursuant to Section 16.6, which waiver may be given by any of the Underwriters exercising such waiver, and (v) any election pursuant to Section 21, which election should be made by the Underwriter exercising such right. The Bookrunners shall, where practicable, consult with the other Underwriters concerning any matter in respect of which they act as representative of the Underwriters.

33. ADVERTISEMENT

Upon completion of the Offering, the Company acknowledges that the Underwriters will be entitled to publish, at their own expense, such advertisements and announcements relating to the services that they provided in connection with the Offering in such financial, news or business publications as the Underwriters consider desirable or appropriate.

34. COUNTERPARTS

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles or other electronic means shall together constitute one and the same agreement.

35. ENTIRE AGREEMENT

The terms and conditions of this Agreement supersede any previous verbal or written agreement between the Underwriters (or any of them) and the Company with respect to the subject matter hereof.

(Signature page follows)

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

Yours very truly,

SCOTIA CAPITAL INC.

Per: *(signed) Rob Sainsbury*
Name: Rob Sainsbury
Title: Managing Director & Head, Corporate & Investment Banking, TMTH

RBC DOMINION SECURITIES INC.

Per: *(signed) Carrie Cook*
Name: Carrie Cook
Title: Managing Director

BMO NESBITT BURNS INC.

Per: *(signed) Tristan Hodge*
Name: Tristan Hodge
Title: Director

NATIONAL BANK FINANCIAL INC.

Per: *(signed) Brad Spruin*
Name: Brad Spruin
Title: Managing Director, Investment Banking

DESJARDINS SECURITIES INC.

Per: *(signed) Andrew Kennedy*
Name: Andrew Kennedy
Title: Managing Director, Investment Banking

TD SECURITIES INC.

Per: *(signed) Lindsay Scott*
Name: Lindsay Scott
Title: Managing Director

CORMARK SECURITIES INC.

Per: *(signed) Chris Shaw*
Name: Chris Shaw
Title: Chief Executive Officer

iA PRIVATE WEALTH INC.

Per: *(signed) John Rak*
Name: John Rak
Title: Managing Director

Accepted on the date first written above.

NEIGHBOURLY PHARMACY INC.

Per: *(signed) Chris Gardner*
Name: Chris Gardner
Title: Chief Executive Officer

SCHEDULE A
UNITED STATES OFFERS AND SALES

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

"**1940 Act**" means the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder;

"**affiliate**" has the meaning assigned to such term under Rule 501(b) under the 1933 Act;

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

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

"**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the 1933 Act, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

"**Initial Purchasers**" means Scotia, RBCCM, BMO Nesbitt Burns Inc., National Bank Financial Inc., Desjardins Securities Inc., TD Securities Inc., Cormark Securities Inc. and iA Private Wealth Inc. (including their U.S. Affiliates) in their capacity as initial purchasers in connection with the resale of the Securities by such initial purchasers to Qualified Institutional Buyers within the United States pursuant to the exemption from the registration requirements of the 1933 Act provided by Rule 144A.

"**Offered Securities**" means the Securities and the Underlying Common Shares;

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

"**QIB Purchaser's Letter**" means the form of U.S. purchaser letter appended as Exhibit A to the Offering Memorandum.

"**Regulation D**" means Regulation D under the 1933 Act;

"**Regulation S**" means Regulation S under the 1933 Act;

"**Rule 144A**" means Rule 144A under the 1933 Act;

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

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

"**U.S. Affiliate**" of any Initial Purchaser means the U.S. registered broker-dealer affiliate of such Initial Purchaser.

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

Representations, **Warranties and Covenants of the Company**

1. The Company represents, warrants, covenants and agrees to the Initial Purchasers that:

   (a) The Company is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Offered Securities.

   (b) Neither the Company nor any of its affiliates, or any person acting on its or their behalf (i) has engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities, (ii) has taken or will take any action that would cause the applicable exemption from registration provided by Rule 144A, or the exclusion from registration set forth in Rule 903 of Regulation S, to be unavailable for offers and sales of the Offered Securities pursuant to this Agreement, or (iii) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Offered Securities in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act; provided, however, that no representation, warranty, covenant or agreement is made with respect to the Initial Purchasers or any Selling Firm.

   (c) The Offered Securities are not, and as of the Closing Date will not be, and no securities of the same class as the Securities are: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act, (ii) quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange Act, or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted;

   (d) The Company is not, and upon the issuance and sale of the Offered Securities as herein contemplated and the application of the net proceeds therefrom as described in the Offering Documents will not be, nor will it be required to be registered as an "investment company" under the 1940 Act.

   (e) Neither the Company nor any of its affiliates has, in the past six months, directly or indirectly, solicited any offer to buy, sold or offered to sell or otherwise negotiated in respect of, or will solicit any offer to buy, sell or offer to sell or otherwise negotiate in respect of any security which is or would be integrated with the sale of the Offered Securities in a manner that would require the Offered Securities to be registered under the 1933 Act.

   (f) It is not necessary in connection with the offer, sale and delivery of the Offered Securities to the Initial Purchasers and the resale of the Offered Securities by the Initial Purchasers to Qualified Institutional Buyers within the United States in the manner contemplated by this Agreement and the Offering Documents, to register the Offered Securities under the 1933 Act.

(g) None of the Company, its affiliates or any person acting on its or their behalf (except for the Initial Purchasers and their U.S. Affiliates, or any of their selling group members) has made any offer or sale of Offered Securities in the United States, except through the Initial Purchasers and their U.S. Affiliates, or any of their selling group members.

(h) For so long as the Offered Securities are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the 1933 Act, the Company shall either: (i) avail itself of the reporting exemption pursuant to Rule 12g3-2(b) under the 1934 Act, (ii) file reports and other information with the SEC under Section 13 or 15(d) of the 1934 Act, or (iii) provide to holders of Offered Securities and any prospective purchasers designated by such holders, upon request of such holders, the information required to be provided pursuant to Rule 144A(d)(4) under the 1933 Act (so long as such requirement is necessary in order to permit holders of Offered Securities to effect resales under Rule 144A).

Representations, **Warranties and Covenants of the Initial Purchasers**

2. Each Initial Purchaser severally (and not jointly), represents, warrants, covenants and agrees to and with the Company that:

(a) It acknowledges that the Offered Securities have not been and will not be registered under the 1933 Act or any U.S. state securities laws and may not be offered or sold within the United States except pursuant to the exemption from the registration requirements of the 1933 Act provided by Rule 144A or outside the United States in accordance with Regulation S. It has not offered or sold, and will not offer or sell, any of the Offered Securities constituting part of its allotment except (i) in the United States to Qualified Institutional Buyers in transactions exempt from the registration requirements of the 1933 Act pursuant to Rule 144A, or (ii) outside the United States in accordance with Regulation S, as provided in clauses (b) through (j) below. Neither it nor its affiliate(s), nor any persons acting on its or their behalf have engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities.

(b) It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities, except with its affiliates, any selling group members or with the prior written consent of the Company. It shall require each of its U.S. Affiliates to agree for the benefit of the Company to comply with and shall ensure that each of its U.S. Affiliates complies with the same provisions of this Schedule A as apply to such Initial Purchasers.

(c) All offers to sell and solicitations of offers to buy and any sales of any Offered Securities in the United States, by or on behalf of such Initial Purchaser shall be made through a U.S. Affiliate in compliance with all applicable United States state and federal broker-dealer requirements or pursuant to the exemption provided under Rule 15a-6 of the 1934 Act. Such U.S. Affiliate is and will be a Qualified Institutional Buyer, a duly registered broker-dealer with the SEC under Section 15(b) of the 1934 Act and applicable state securities laws and a member in good standing of the Financial Industry Regulatory Authority, Inc. on the date hereof and at the date of any offer or sale of the Offered Securities in the United States.

(d) It will not, either directly or through its U.S. Affiliates, solicit offers for, or offer to sell, the Securities in the United States by means of any form of General Solicitation or General Advertising in connection with its offers or sales of the Offered Securities in the United States.

(e) It will inform, and cause its U.S. Affiliates to inform, all purchasers of the Offered Securities in the United States that the Offered Securities have not been and will not be registered under the 1933 Act and are being sold to them without registration under the 1933 Act in reliance on Rule 144A.

(f) Immediately prior to soliciting offerees purchasing Offered Securities pursuant to Rule 144A, the Initial Purchaser has reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer.

(g) It will solicit offers for the Offered Securities in the United States only from, and will offer the Offered Securities only to, persons it reasonably believes to be Qualified Institutional Buyers in accordance with Rule 144A who are acquiring the Securities for their own account or for the account of a Qualified Institutional Buyer with respect to which they exercise sole investment discretion.

(h) Each offeree of Offered Securities in the United States will be provided, prior to the time of such offeree's purchase of any Offered Securities, with a copy of the Offering Memorandum and each purchaser of Offered Securities in the United States will be provided with a copy of the Offering Memorandum.

(i) Prior to the Closing Time, it will deliver to the Company signed copies of QIB Purchaser's Letters from all Qualified Institutional Buyers in the United States to which it has sold Offered Securities.

(j) At Closing it, together with its U.S. Affiliate offering or selling Offered Securities in the United States, will provide a certificate, substantially in the form of Exhibit I to this Schedule A, relating to the manner of the offer and sale of the Offered Securities in the United States, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Securities in the United States.

EXHIBIT I

INITIAL PURCHASERS' CERTIFICATE

In connection with offer and sale, under Rule 144A, of Offered Securities in the United States pursuant to the Underwriting Agreement dated as of March 14, 2022 among Neighbourly Pharmacy Inc. and the underwriters party thereto (the "**Underwriting Agreement**"), the undersigned **[name of initial purchaser]** (the "**Initial Purchaser**") and **[name of U.S. affiliate of Initial Purchaser]**, in its capacity as placement agent in the United States for the Initial Purchaser (the "**U.S. Affiliate**"), each hereby certifies that:

(a) on the date hereof and on the date of each offer of Offered Securities in the United States, the U.S. Affiliate is a duly registered broker or dealer with the Financial Industry Regulatory Authority, Inc. ("**FINRA**") and the SEC and is in good standing with FINRA and the SEC on the date hereof and all offers and sales of the Offered Securities in the United States have been effected in accordance with applicable U.S. federal and state broker-dealer requirements;

(b) all offers and sales of the Offered Securities in the United States have been conducted by us in accordance with the terms of the Underwriting Agreement;

(c) each offeree in the United States was provided, prior to time of such offeree's purchase of any Offered Securities, with a copy of the Offering Memorandum and no other written material was used in connection with the offer or sale of the Offered Securities in the United States;

(d) immediately prior to our transmitting the Offering Memorandum to offerees in the United States, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each purchaser of Offered Securities in the United States or who was offered Offered Securities in the United States is a Qualified Institutional Buyer;

(e) prior to any sale of Offered Securities in the United States we caused each U.S. purchaser purchasing Offered Securities from us to execute and deliver to us a QIB Purchaser Letter in the form attached to the Offering Memorandum; and

(f) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Securities in the United States and we did not engage in any Directed Selling Efforts in connection with the offer or sale of the Offered Securities.

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

Dated this ___day of _____, 2022.

[INSERT NAME OF UNDERWRITER]

By: _____
Name: ●
Title: ●

[INSERT NAME OF U.S. AFFILIATE]

By: _____
Name: ●
Title: ●

SCHEDULE B
FORM OF LOCK-UP AGREEMENT

_____, 2022

Scotia Capital Inc.
RBC Dominion Securities Inc.
BMO Nesbitt Burns Inc.
National Bank Financial Inc.
Desjardins Securities Inc.
TD Securities Inc.
Cormark Securities Inc.
iA Private Wealth Inc.

(collectively, the "**Underwriters**")
Re: Proposed Treasury Offering of Subscription Receipts of Neighbourly Pharmacy Inc. (the "**Company**")

Ladies and Gentlemen:

The undersigned is the registered or beneficial owner of certain securities of the Company or securities convertible into or exchangeable or exercisable therefor. The undersigned understands that the Underwriters have entered into an underwriting agreement (the "**Underwriting Agreement**") with the Company providing for the offering (the "**Offering**") of subscription receipts of the Company (the "**Subscription Receipts**").

The undersigned understands that it is a condition of the completion of the Offering pursuant to the Underwriting Agreement that the undersigned enter into an agreement in the form of this agreement. The undersigned recognizes that the Offering will be of benefit to the undersigned and will benefit the Company.

For purposes of this agreement, "**Subject Securities**" shall mean any (i) Common Shares, (ii) Subscription Receipts, and (iii) any security of the Company convertible into or exercisable or exchangeable for Common Shares.

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 it will not (and will cause its affiliates not to), whether for its own account or for the account of another, without the prior written consent of Scotia Capital Inc. and RBC Dominion Securities Inc. (collectively, the "**Bookrunners**"), on behalf of the Underwriters, such consent not to be unreasonably withheld, conditioned or delayed, for a period commencing on the date hereof and ending on the date that is 90 calendar days after the date of the closing of the Offering (not taking into account any exercise of the over-allotment option under the Underwriting Agreement) (the "**Closing Date**"), directly or indirectly, (i) offer, sell, contract to sell, secure, pledge or grant any option, right or warrant to purchase, or otherwise lend, transfer or dispose of any Subject Security, whether currently owned or hereafter acquired either of record or beneficially by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, (ii) make any short sale, engage in any hedging transaction, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Subject Securities, whether any such transaction is to be settled by delivery of Subject Securities,

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.

The foregoing paragraph shall not apply to: (A) *bona fide* gifts to the immediate family of the undersigned, provided the recipient thereof agrees in writing with the Underwriters to be bound by the terms of this agreement; (B) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the immediate family of the undersigned, or in connection with estate planning or tax planning purposes, provided that such trust agrees in writing with the Underwriters to be bound by the terms of this agreement; (C) if the undersigned is an entity, dispositions to any affiliate of the undersigned, provided that the affiliate agrees in writing with the Underwriters to be bound by the terms of this agreement; (D) exercise or settlement of awards pursuant to an equity-based compensation plan of the Company existing as at the date hereof, provided that the securities issuable thereunder shall be subject to the restrictions set out in this agreement; (E) pursuant to a *bona fide* third party take-over bid made to all shareholders of the Company, a plan of arrangement or amalgamation involving a change of control of the Company, or similar acquisition or business combination transaction provided that in the event that the take-over bid or transaction is not completed, any Subject Securities held by the undersigned shall remain subject to the restrictions contained in this agreement; (F) the sale of any Common Shares to the Underwriters pursuant to the Underwriting Agreement, including any sale of Common Shares pursuant to any exercise of an over-allotment option; (G) to pledges, hypothecations or security interests in, Common Shares or other securities convertible into or exchangeable for, Common Shares, to one or more banks or financial institutions as collateral or security pursuant to equity lines of credit or margin lending arrangements by the undersigned or any of their directors or any indirect subsidiaries or affiliates and any subsequent transfers or such Common Shares or other securities convertible into or exchangeable for Common Shares, whether in connection with enforcement by the lenders thereunder upon their collateral or by any subsequent transferee following enforcement upon such collateral or otherwise (including any transfer or sale for which the net proceeds received by the applicable borrower from such transfer or sale are to be used to repay the equity lines of credit or margin lending arrangements in accordance with their terms); or (H) to other pledges, hypothecations or security interests, provided that the pledgee, beneficiary of the security interest or transferee agrees in writing for the benefit of the Underwriters to be bound by the terms of this agreement. For purposes of this paragraph, “immediate family” shall mean the undersigned and the spouse, any lineal descendent, father, mother, brother or sister of the undersigned.

The obligations of the undersigned under this agreement may be waived in writing in whole or in part by the Bookrunners, on behalf of the Underwriters.

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

The obligations of the undersigned are conditional upon the completion of the Offering.

This agreement is irrevocable and will be binding on the undersigned and its successors, heirs, personal representatives and assigns, provided however that the undersigned shall not assign this agreement without the prior written consent of the Bookrunners, on behalf of the Underwriters.

This agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. All matters relating hereto shall be submitted to the court of appropriate

jurisdiction in the Province of Ontario, Canada, for the purpose of this agreement and for all related proceedings.

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

This agreement has been entered into on the date first written above.

NAME OF HOLDER

Per: _____
Authorized Signatory

SCHEDULE C
OPINION – ISSUER'S CANADIAN COUNSEL

1. as to the incorporation and good standing status of the Company under the CBCA;

2. as to the existence of each the Material Subsidiaries under the laws of its jurisdiction of incorporation, formation or continuance and as to the corporate power and capacity of the Material Subsidiaries to own and lease assets and to carry on business, in each case as described in the Prospectus;

3. that the Company is a "reporting issuer" in all Qualifying Jurisdictions within the meaning of applicable securities laws in such Qualifying Jurisdictions and is not on any list of defaulting reporting issuers maintained by Canadian Securities Regulators;

4. as to the issued and authorized capital of the Company;

5. that the Company has all requisite corporate power, capacity and authority under the laws of its jurisdiction of incorporation to (i) carry on its businesses, and (ii) own its property and assets, in each case as described in the Prospectus;

6. that no authorization, consent, approval or other order of, or filing, registration, permit, license, decree, qualification or recording with, any Government Authority having jurisdiction over the Company in the Province of Ontario is required for the performance by the Company of its obligations hereunder or under the Subscription Receipt Agreement and the issuance or sale of the Securities, except as have been obtained or will be obtained or made prior to Closing (other than the filing of a report as to the geographic distribution of the Securities);

7. that the Company has the necessary corporate power and authority and all necessary corporate action has been taken by the Company to authorize (i) the execution, delivery and performance of this Agreement and the Subscription Receipt Agreement, (ii) as applicable, the execution, delivery and filing of the Prospectus, the Offering Memorandum, and, if applicable, any Offering Document Amendment; and (iii) the issuance and delivery to the Underwriters of the Securities;

8. that the Company has taken all necessary corporate action to authorize the creation and issuance of the Securities pursuant to the provisions of this Agreement and the Subscription Receipt Agreement;

9. that the Underlying Common Shares have been validly authorized for issuance and, when issued upon the exchange of the Securities in accordance with the terms of the Subscription Receipt Agreement will be validly issued and outstanding as fully paid and non-assessable Common Shares;

10. that the provisions of the Securities and the Underlying Common Shares conform as to legal matters, in all material respects, with the descriptions thereof in the Prospectus;

11. that this Agreement and the Subscription Receipt Agreement have been duly executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to customary qualifications for enforceability;

12. that the execution and delivery by the Company of this Agreement and the Subscription Receipt Agreement, and the performance by the Company of its obligations under this Agreement and the Subscription Receipt agreement, including the issuance and sale of the Securities, will not result in a breach (whether after notice or lapse of time or both) of (i) any term or provision of the constating documents of the Company, and (ii) the applicable laws of the Province of Ontario or the federal laws of Canada applicable therein;

13. that the forms and terms of any certificate(s) representing the Securities and the Underlying Common Shares comply in all respects with any applicable requirements of the constating documents and by-laws of the Company, the rules of the TSX and the CBCA, and have been duly approved by the Company;

14. that the issuance and delivery by the Company of the Underlying Common Shares to holders of Securities resident in each of the Qualifying Jurisdictions in accordance with the terms and conditions of the Subscription Receipt Agreement being exempt from the prospectus requirements of applicable Canadian Securities Laws;

15. that the statements under the heading "Eligibility for Investment" in the Prospectus, and the Offering Memorandum are accurate, subject to the assumptions, qualifications, limitations and restrictions set out therein;

16. that, subject to the qualifications, assumptions, limitations and restrictions referred to in the Section entitled "Certain Canadian Income Tax Considerations" in the Prospectus and the Offering Memorandum, the statements made therein, to the extent that such statements summarize matters of law or legal conclusions, fairly summarize the matters described therein in all material respects;

17. that Computershare Investor Services Inc., at its principal office in Toronto, has been duly appointed as registrar and transfer agent for the Common Shares;

18. that Computershare Trust Company of Canada, at its principal office in Toronto, has been duly appointed as subscription receipt agent for the Securities pursuant to the Subscription Receipt Agreement;

19. that all documents have been filed, all requisite proceedings have been taken and all legal requirements under Canadian Securities Laws have been fulfilled by the Company to qualify the Securities for distribution and sale to the public in each of the Qualifying Jurisdictions through investment dealers or brokers registered in such categories under the applicable laws of the Qualifying Jurisdictions who have complied with the relevant provisions of such applicable laws;

20. as to compliance with the laws of the Province of Québec relating to the use of the French language in connection with the offering of Securities and documents to be delivered to purchasers in such province, including without limitation the Preliminary Prospectus, the Prospectus and any Prospectus Amendment; and

21. that the Securities and the Underlying Common Shares have been conditionally approved for listing by the TSX, subject to filing of customary closing documentation.