

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): November 2, 2022

Edesa Biotech, Inc.

(Exact Name of Registrant as Specified in its Charter)

British Columbia, Canada
(State or Other Jurisdiction
of Incorporation)

001-37619
(Commission
File Number)

N/A
(IRS Employer
Identification No.)

100 Spy Court
Markham, Ontario, Canada L3R 5H6
(Address of Principal Executive Offices)

(289) 800-9600
Registrant's telephone number, including area code

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Shares	EDSA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On November 2, 2022, Edesa Biotech, Inc. (the “Company”) entered into Subscription Agreements with certain non-U.S. investors (the “Non-U.S. Subscription Agreements”) and Subscription Agreements with certain United States resident investors (the “U.S. Subscription Agreements” and together with the Non-U.S. Subscription Agreements, the “Subscription Agreements”) providing for the issuance and sale by the Company of an aggregate of 2,691,337 (the “Shares”) of the Company’s common shares, no par value (the “Common Shares”), (ii) Class A Warrants to purchase up to an aggregate of 1,345,665 Common Shares (the “Class A Warrants”) and (iii) Class B Warrants to purchase up to an aggregate of 1,345,665 Common Shares (the “Class B Warrants”, and together with the Class A Warrants, the “Warrants”). Each Share was sold together with one-half of a Class A Warrant to purchase one Common Share and one-half of a Class B Warrant to purchase one Common Share. The offering was priced “at the market” under Nasdaq Stock Market rules and the price per Share and accompanying Warrants was \$1.125. The closing of the offering occurred on November 2, 2022. Officers and directors of the Company purchased an aggregate of \$0.5 million of the securities in the offering.

The Class A Warrants will be exercisable on the date that is the earlier to occur of 60 days from the closing date of the offering and the date the Registration Statement (as defined below) is declared effective (the “Initial Exercise Date”) at an exercise price of \$1.50 per share and will expire three years after the Initial Exercise Date. The Class B Warrants will be exercisable on the Initial Exercise Date at an exercise price of \$1.00 per share and will expire 12 months after the Initial Exercise Date.

The offering was completed by the Company directly with the investors. The offering resulted in gross proceeds to the Company of approximately \$3.0 million, before offering expenses payable by the Company. The Company intends to use the net proceeds from this offering for the advancement of its clinical programs, including the completion of its Phase 2b study in allergic contact dermatitis, working capital and general corporate purposes.

Pursuant to the Subscription Agreements, the Company has agreed to file a registration statement (the “Registration Statement”) covering of the resale of the Shares and Common Shares issuable upon exercise of the Warrants within 45 days of the closing date of the offering. The Company must use best efforts to cause the Registration Statement become effective within 75 days following the closing date of the offering.

The Subscription Agreements contain customary representations, warranties and agreements of the Company and the investors and customary indemnification rights and obligations of the parties.

The foregoing descriptions of the Subscription Agreements, the Class A Warrants and the Class B Warrants are not complete and are qualified in their entireties by reference to the full texts of the form of Non-U.S. Subscription Agreement, form of U.S. Subscription Agreement, form of Class A Warrant and form of Class B Warrant, copies of which are filed herewith as Exhibit 10.1, Exhibit 10.2, Exhibit 4.1 and Exhibit 4.2 respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

On November 3, 2022, the Company also issued a press release announcing the closing of the offering. A copy of the press release is attached as Exhibit 99.1 hereto.

Item 3.02 Unregistered Sales of Equity Securities

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 3.02. The Shares, Warrants and Common Shares issuable upon exercise of the Warrants have not been registered under the Securities Act of 1933, as amended (the “Securities Act”) and are instead being offered pursuant to the exemption provided in Section 4(a)(2) under the Securities Act and Rule 506(b) promulgated thereunder. The Shares, Warrants and Common Shares issuable upon exercise of the Warrants were offered in a private placement in Canada to “accredited investors” within the meaning of the Canadian *National Instrument 45-106 – Prospectus Exemptions*. The securities issued will be subject to applicable Canadian hold periods imposed under applicable securities legislation.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Form of Class A Warrant
4.2	Form of Class B Warrant
10.1	Form of Non-U.S. Subscription Agreement
10.2	Form of U.S. Subscription Agreement
99.1	Press Release, dated November 3, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Edesa Biotech, Inc.

Date: November 3, 2022

By: /s/ Kathi Niffenegger

Name: Kathi Niffenegger

Title: Chief Financial Officer

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE MARCH 3, 2023.”

“NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND, ACCORDINGLY, MAYNOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.”

EXHIBITA

CLASSA COMMON SHARE PURCHASE WARRANT

EDESA BIOTECH, INC.

Warrant Shares: _____

Date: November 2, 2022

THIS CLASSA COMMON SHARE PURCHASE WARRANT (the “**Warrant**”) certifies that, for value received, [●] or its assigns (the “**Holder**”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any date that is the earlier to occur of 60 days from November 2, 2022 (the “**Closing Date**”) or the date a registration statement for the Company’s common shares (“**Common Shares**”) is declared effective (the “**Initial Exercise Date**”) and on or prior to 5:00 p.m. (Toronto time) on the third (3rd) anniversary of the Initial Exercise Date (the “**Termination Date**”), but not thereafter, to subscribe for and purchase from Edesa Biotech, Inc., a British Columbia corporation (the “**Company**”), up to [●] Common Shares under this Warrant (as subject to adjustment hereunder, the “**Warrant Shares**”). The purchase price of one Common Share under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Subscription Agreement (the “**Subscription Agreement**”), dated November 2, 2022, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) to of the Notice of Exercise in the form annexed hereto (the “**Notice of Exercise**”). Within the earlier of (i) two (2) days on which the principal Trading Market (as defined herein) is open for trading (“**Trading Day**”) and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier’s check drawn on a United States or Canadian bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

Without limiting the rights of a Holder to receive Warrant Shares on a “cashless exercise”, in no event will the Company be required to net cash settle a Warrant exercise.

b) Exercise Price. The exercise price per one Common Share under this Warrant shall be **US\$1.50**, subject to adjustment hereunder (the “**Exercise Price**”).

c) **Cashless Exercise.** If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for the issuance or resale of the Warrant Shares to or by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a “cashless exercise” in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A)= as applicable: (i) the VWAP (as defined herein) on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of “regular trading hours” (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the United States federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price (as defined herein) of the Common Shares on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder’s execution of the applicable Notice of Exercise if such Notice of Exercise is executed during regular trading hours on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of regular trading hours on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of regular trading hours on such Trading Day;

(B)= the Exercise Price of this Warrant, as adjusted hereunder; and

(X)= the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act of 1933 as amended, and the rules and regulations promulgated thereunder (the “**Securities Act**”), the Warrant Shares shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

“**Trading Market**” means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

“**Bid Price**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Shares are then listed or quoted on a Trading Market, the bid price of the Common Shares for the time in question (or the nearest preceding date) on the Trading Market on which the Common Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (Toronto time) to 4:02 p.m. (Toronto time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Shares are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Common Share so reported, or (d) in all other cases, the fair market value of a Common Share as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

“**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Shares are then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Shares for such date (or the nearest preceding date) on the Trading Market on which the Common Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (Toronto time) to 4:02 p.m. (Toronto time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Shares are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Common Share so reported, or (d) in all other cases, the fair market value of a Common Share as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

“**Person**” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint share company, government (or an agency or subdivision thereof) or other entity of any kind.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder’s or its designee’s balance account with Computershare Investor Services, Inc. through its Deposit or Withdrawal at Custodian system (“**DWAC**”) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 that is promulgated by the United States Securities and Exchange Commission pursuant to the Securities Act (“**Rule 144**”) (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, registered in the Company’s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (i) the earlier of (A) three (3) Trading Days after the delivery to the Company of the Notice of Exercise and (B) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined herein) after the delivery to the Company of the Notice of Exercise (such date, the “**Warrant Share Delivery Date**”). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Shares as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Reserved.

iv. Reserved.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. Unless otherwise agreed by the Company and Holder, the Company shall not knowingly effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons (as defined herein) acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "**Attribution Parties**")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined herein). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**Exchange Act**"), it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Share Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on Common Shares or any other equity or equity equivalent securities payable in Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Shares into a smaller number of shares, or (iv) issues by reclassification of Common Shares any capital shares of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

- b) Reserved.
- c) Reserved.
- d) Reserved.

e) **Fundamental Transaction.** If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Shares are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Shares, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding Common Shares (not including any Common Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such share purchase agreement or other business combination) (each a “**Fundamental Transaction**”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of Common Shares of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “**Alternate Consideration**”) receivable as a result of such Fundamental Transaction by a holder of the number of Common Shares for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Common Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “**Successor Entity**”) to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of capital shares of such Successor Entity (or its parent entity) equivalent to the Common Shares acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such capital shares (but taking into account the relative value of the Common Shares pursuant to such Fundamental Transaction and the value of such capital shares, such number of capital shares and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other transaction documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other transaction documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder of Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 12(d) of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within two (2) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “**Warrant Register**”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 12(d) of the Subscription Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i).

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Subscription Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Subscription Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Counterparts, Electronic Delivery. This Warrant may be executed in one or more counterparts each of which may be delivered by facsimile, by e-mail in pdf, or other legal permissible electronic signature, and each of which will be deemed to be an original, and all of which together will be deemed to be one and the same document.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

EDESA BIOTECH, INC.

By: _____
Name: Pardeep Nijhawan
Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: EDESA BIOTECH, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

in lawful money of the United States; or

if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

(4) Accredited Investor. The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended or an “accredited investor” as defined under National Instrument 45-106.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

Please send the completed Notice of Exercise Form to

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

Please send the completed Assignment Form to

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE MARCH 3, 2023.”

“NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND, ACCORDINGLY, MAYNOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.”

EXHIBIT B**CLASS B COMMON SHARE PURCHASE WARRANT****EDESA BIOTECH, INC.**

Warrant Shares: _____

Date: November 2, 2022

THIS CLASS B COMMON SHARE PURCHASE WARRANT (the “**Warrant**”) certifies that, for value received, _____ or its assigns (the “**Holder**”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time at any day that is the earlier to occur of 60 days from November 2, 2022 (the “**Closing Day**”) or the date a registration statement for the Company’s common shares (“**Common Shares**”) is declared effective (the “**Initial Exercise Date**”) and on or prior to 5:00 p.m. (Toronto time) on the twelve month anniversary of the Initial Exercise Date (the “**Termination Date**”), but not thereafter, to subscribe for and purchase from Edesa Biotech, Inc., a British Columbia corporation (the “**Company**”), up to [●] Common Shares under this Warrant (as subject to adjustment hereunder, the “**Warrant Shares**”). The purchase price of one Common Share under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Subscription Agreement (the “**Subscription Agreement**”), dated November 2, 2022, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) to of the Notice of Exercise in the form annexed hereto (the “**Notice of Exercise**”). Within the earlier of (i) two (2) days on which the principal Trading Market (as defined herein) is open for trading (the “**Trading Day**”) and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier’s check drawn on a United States or Canadian bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

Without limiting the rights of a Holder to receive Warrant Shares on a “cashless exercise”, in no event will the Company be required to net cash settle a Warrant exercise.

b) Exercise Price. The exercise price per one Common Share under this Warrant shall be **US\$1.00**, subject to adjustment hereunder (the “**Exercise Price**”).

c) Cashless Exercise. If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for the issuance or resale of the Warrant Shares to or by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a “cashless exercise” in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP (as defined herein) on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of “regular trading hours” (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the United States federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price (as defined herein) of the Common Shares on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder’s execution of the applicable Notice of Exercise if such Notice of Exercise is executed during “regular trading hours” on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of “regular trading hours” on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of “regular trading hours” on such Trading Day;

(B)= the Exercise Price of this Warrant, as adjusted hereunder; and

(X)= the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the *Securities Act of 1933* as amended, and the rules and regulations promulgated thereunder (the “**Securities Act**”), the Warrant Shares shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

“**Trading Market**” means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

“**Bid Price**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Shares are then listed or quoted on a Trading Market, the bid price of the Common Shares for the time in question (or the nearest preceding date) on the Trading Market on which the Common Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (Toronto time) to 4:02 p.m. (Toronto time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Shares are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Common Share so reported, or (d) in all other cases, the fair market value of a Common Share as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

“**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Shares are then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Shares for such date (or the nearest preceding date) on the Trading Market on which the Common Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (Toronto time) to 4:02 p.m. (Toronto time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Shares are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Common Share so reported, or (d) in all other cases, the fair market value of a Common Share as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

“**Person**” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint share company, government (or an agency or subdivision thereof) or other entity of any kind.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder’s or its designee’s balance account with Computershare Investor Services, Inc. through its Deposit or Withdrawal at Custodian system (“**DWAC**”) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 that is promulgated by the United States Securities and Exchange Commission pursuant to the Securities Act (“**Rule 144**”) (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, registered in the Company’s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (i) the earlier of (A) three (3) Trading Days after the delivery to the Company of the Notice of Exercise and (B) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined herein) after the delivery to the Company of the Notice of Exercise (such date, the “**Warrant Share Delivery Date**”). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Shares as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Reserved.

iv. Reserved.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. Unless otherwise agreed by the Company and Holder, the Company shall not knowingly effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons (as defined herein) acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "**Attribution Parties**")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined herein). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**Exchange Act**"). For purposes of this Section 2(e), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Share Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on Common Shares or any other equity or equity equivalent securities payable in Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Shares into a smaller number of shares, or (iv) issues by reclassification of Common Shares any capital shares of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

- b) Reserved.
- c) Reserved.
- d) Reserved.

e) **Fundamental Transaction.** If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Shares are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Shares, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding Common Shares (not including any Common Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such share purchase agreement or other business combination) (each a “**Fundamental Transaction**”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of Common Shares of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “**Alternate Consideration**”) receivable as a result of such Fundamental Transaction by a holder of the number of Common Shares for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Common Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “**Successor Entity**”) to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of capital shares of such Successor Entity (or its parent entity) equivalent to the Common Shares acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such capital shares (but taking into account the relative value of the Common Shares pursuant to such Fundamental Transaction and the value of such capital shares, such number of capital shares and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other transaction documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other transaction documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder of Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 12(d) of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within two (2) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “**Warrant Register**”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 12(d) of the Subscription Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i).

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Subscription Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Subscription Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Counterparts, Electronic Delivery. This Warrant may be executed in one or more counterparts each of which may be delivered by facsimile, by e-mail in pdf, or other legal permissible electronic signature, and each of which will be deemed to be an original, and all of which together will be deemed to be one and the same document.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

EDESA BIOTECH, INC.

By: _____
Name: Pardeep Nijhawan
Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: EDESA BIOTECH, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

in lawful money of the United States; or

if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

(4) Accredited Investor. The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended or an “accredited investor” as defined under National Instrument 45-106.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

Please send the completed Notice of Exercise Form to

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

Please send the completed Assignment Form to



NON-BROKERED PRIVATE PLACEMENT OF UNITS

SUBSCRIPTION AGREEMENT

INSTRUCTIONS

1. Complete and sign the **Execution Page** (which follows this cover page) of the Subscription Agreement.
2. Complete and sign **Exhibit 1** (Certificate of Accredited Investors) and initial next to the appropriate category in **Appendix "A"** to **Exhibit 1** and complete and sign **Appendix "B"** to **Exhibit 1** (Form 45-106F9), if you are an individual accredited investor required to do so.
3. Provide payment of the purchase price in Canadian dollars by delivering a **certified cheque or bank draft made payable to "Fasken Martineau DuMoulin LLP in trust" to Fasken Martineau, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Box 20, Toronto, ON M5H 2T6, Attention:** or by wire transfer according to the wire instructions below, representing the full subscription price payable by the Subscriber for the Units set out on the first page of this Subscription Agreement:

Currency:

Bank Name:

Bank Address:

Transit Number:

Institution Number:

Swift Code:

Beneficiary:

Beneficiary Address:

Beneficiary Account Number:

Payment Details

Any associated wire transfer fees are the responsibility of the subscriber.

Subscribers will subscribe for a fixed dollar amount with the number of units to be determined with reference to prevailing market prices and applicable foreign exchange rates.

4. Return a completed and originally executed copy of this Subscription Agreement and the other documents required to be delivered with it (including payment of the subscription price) by no later than 4:00 p.m. on Wednesday, October 26, 2022 to Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Toronto, ON M5H 2T6, Attention: .
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EXECUTION PAGE - SUBSCRIPTION FOR UNITS

TO: Edesa Biotech, Inc. (the “Corporation”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from Edesa Biotech, Inc. (the “**Corporation**”) that number of units of the Corporation (individually, a “**Unit**” and collectively, the “**Units**”) as will be equal to the Aggregate Subscription Price set out below divided by the Unit Price. The “**Unit Price**” shall be the lower of (i) (A) 100% of the “**Official Closing Price**” of the Corporation’s common shares (the “**Common Shares**”) on the NASDAQ Capital Market (“**NASDAQ**”) on the Closing Date (as defined herein) and (ii) the average of each of the five trailing closing prices of the Common Shares set forth under NOCP on Nasdaq.com prior to the Closing Date, in each case expressed in Canadian dollars using the Bank of Canada daily average exchange rate for United States dollars in terms of Canadian dollars on the date prior to the Closing Date (the “**Minimum Price**”), provided that the Unit Price for officers, directors, employees or consultants shall be made at a price no less than the consolidated closing bid price immediately preceding the Closing Date in accordance with Listing Rule 5635(c) PLUS (ii) US\$0.125 (expressed in Canadian dollars using the Bank of Canada daily average exchange rate for United States dollars in terms of Canadian dollars on the date prior to the Closing Date) to account for the sale of the Warrants (as defined below) in accordance with NASDAQ rules.

Each Unit comprises one Common Share, one-half of one whole Class A Common Share purchase warrant (each such Class A Common Share purchase warrant, a “**Class A Warrant**”), and one-half of one whole Class B Common Share purchase warrant (each such Class B Common Share purchase warrant, a “**Class B Warrant**”, and collectively with the Class A Warrants, the “**Warrants**”).

The exercise price of the Class A Warrants shall be 150% of the Minimum Price, and the Class A Warrants shall expire three years from their Initial Exercise Date (as defined herein), upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class A Warrants is unavailable, in which case the Class A Warrants may be exercised using cashless exercise provisions.

The exercise price of the Class B Warrants shall be equal to the Minimum Price. The Class B Warrants shall expire twelve months from their Initial Exercise Date, upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class B Warrants is unavailable, in which case the Class B Warrants may be exercised using standard cashless exercise provisions.

The Corporation shall file a registration statement with the SEC within 45 days of the Closing Date (as defined herein) to register the Common Shares and shares issuable upon exercise of the Warrants, and use its best efforts to have the registration statement declared effective within 75 days of the Closing Date, or in the case of review by the SEC, within 105 days of the Closing Date (the date that is the earlier to occur of 60 days from the Closing Date or the date a registration statement for the Common Shares is declared effective, the “**Initial Exercise Date**”).

The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Units” including, without limitation, the representations, warranties and covenants set forth in the applicable Schedules and Exhibits attached thereto (together with this Execution Page, the “**Subscription Agreement**”). The Subscriber further agrees, without limitation, that the Corporation (and its counsel) may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

[Execution Pages Follow]

 (Name of Subscriber – please print)

 (Signature of Subscriber or authorized Signatory)

 (Official Capacity or Title – please print)

 (Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.)

 (Subscriber’s Address)

 (Subscriber’s Address)

 (Telephone Number)

 (E-Mail Address)

 Subscriber’s Taxpayer ID / SIN / SSN

Aggregate Subscription Price: CDN\$ _____

If the Subscriber is signing as agent for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal (the “Disclosed Principal”), UNLESS the Subscriber is deemed to be purchasing as a principal under National Instrument 45-106 - Prospectus Exemptions (“NI 45-106”) by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by a trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106:

 (Name of Disclosed Principal)

 (Disclosed Principal’s Address)

Register the Securities as set forth below:

 (Name)

 (Account reference, if applicable)

 (Address)

 (Address)

Deliver the Securities as set forth below:

Same as Registered Address (otherwise complete below)

 (Name)

 (Account reference, if applicable)

 (Contact Name)

 (Address)

 (Address)

Is the Subscriber (or the Disclosed Principal) an “inider” of the Corporation (as defined in applicable securities laws, which generally includes a director, an officer or a 10% shareholder)? (yes/no): _____

Is the Subscriber registered or required to be registered under applicable securities laws? (yes/no): _____

Excluding securities subscribed for in this Agreement, the Subscriber owns, directly or indirectly, or exercises control or direction over:

(a) _____ Common Shares; and

(b) securities convertible or exercisable into an additional _____ Common Shares.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

_____, 2022

EDESA BIOTECH, INC.

By: _____

Name:

Title:

[Signature Page – Edesa October 2022 Subscription Agreement]

TERMS AND CONDITIONS OF SUBSCRIPTION

Terms of the Offering

1. **Irrevocable Subscription; Subject to Acceptance.** By signing this Agreement, the Subscriber irrevocably offers to subscribe for the number of Units equal to the aggregate Subscription Price set out on the cover page of this Agreement, divided by the Unit Price. The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Units set out in this Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Units subscribed for under this Agreement. This Agreement is not enforceable against the Corporation unless (and except to the extent to which) it has been accepted by the Corporation. The Subscriber waives any requirement of the Corporation to communicate its acceptance of the subscription (in whole or in part) to the Subscriber. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of the Disclosed Principal) that the subscription for the Units will be made in accordance with and subject to the terms and conditions of this Subscription Agreement.

2. **Return of Funds.** The funds for the aggregate subscription price will be held in trust by Fasken Martineau DuMoulin LLP ("**Fasken**"), counsel to the Corporation, for the benefit of the Subscriber pending closing of the Offering. If the Offering is not completed for any reason, or this Agreement is rejected in whole, any payment delivered on account of the subscription price for the Units will, following receipt by Fasken of written notification from the Corporation of such rejection, be promptly returned to the Subscriber, without interest. If this Agreement is accepted only in part, payment in the amount of any excess payment delivered by the Subscriber to Fasken on account of the subscription price for the Units will, following receipt by Fasken of written notification from the Corporation of such partial acceptance, be promptly delivered to the Subscriber, without interest. No fractions of any Securities (as defined herein) will be issued for any subscription. Any funds in excess of the aggregate Subscription Price for the actual number of Units issued shall be promptly delivered to the Subscriber after Closing. Any return of funds by Fasken hereunder shall be made by the issuance of a cheque sent by regular mail to the Subscriber.

3. **The Offering.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of the Disclosed Principal) that the Units subscribed for hereunder form part of a larger offering of Units by the Corporation for aggregate gross proceeds of up to approximately CDN\$5 million (the "**Offering**"). The Units and the Common Shares and Warrants composing the Units as the context requires are also referred to herein as the "**Securities**".

4. **Description of the Warrants.**

The exercise price of the Class A Warrants shall be 150% of the Minimum Price, and the Class A Warrants shall expire three years from their Initial Exercise Date, upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class A Warrants is unavailable, in which case the Class A Warrants may be exercised using cashless exercise provisions.

The exercise price of the Class B Warrants shall be equal to the Minimum Price. The Class B Warrants shall expire twelve months from their Initial Exercise Date, upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class B Warrants is unavailable, in which case the Class B Warrants may be exercised using standard cashless exercise provisions.

The Warrants will be created and issued pursuant to definitive physical warrant certificates. Additional specific attributes of the Warrants shall be set forth in the certificates representing the Warrants, including, among other things, provisions for the appropriate adjustment in number and price of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Units.

No fractional Warrants will be issued in any circumstance. Any entitlement to a fraction of a Warrant in connection with the purchase of Units shall be rounded down to the nearest whole Warrant.

5. **Registration Rights.** The Corporation will file a registration statement with the United States Securities and Exchange Commission (the "**SEC**") on Form S-3 or other appropriate form if necessary to comply with General Instruction I.B.6. of Form S-3 and Commission interpretations thereof) within 45 days of the Closing Date to register the Common Shares issuable upon exercise of the Warrants and shall use its best efforts to have the registration statement declared effective within 75 days of the Closing Date, or in the case of review by the SEC, within 105 days of the Closing Date, and to keep such registration statement effective at all times until no Subscriber owns any Warrants or Common Shares issuable upon exercise thereof.

6. **Deliveries by Subscriber.** In connection with the purchase of the Securities, the Subscriber agrees to return the following to the Corporation's legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**"), in accordance with the instructions on the cover page to this Agreement:

- (a) this Agreement, completed and signed, including, if the Subscriber is subscribing under the "accredited investor" exemption from the prospectus requirements of applicable securities laws, a completed and signed Accredited Investor Certificate attached as Exhibit 1;
- (b) a wire transfer, bank draft or certified cheque for the aggregate subscription price for the Securities, denominated in Canadian dollars, payable to Fasken Martineau DuMoulin LLP, in trust, with wire transfer being payable as follows:

Currency:

Bank Name:

Bank Address:

Transit Number:

Institution Number:

Swift Code:

Beneficiary:

Beneficiary Address:

Beneficiary Account Number:

Payment Details

- (c) any further documentation required under securities laws or by NASDAQ or other regulatory authority, or otherwise contemplated by this Agreement;

7. **Compliance with Laws.** The Subscriber (or the Disclosed Principal) agree to comply with applicable securities laws and the policies of NASDAQ concerning the purchase of, the holding of, and the resale restrictions applicable to, the Securities.

8. **Expenses.** All costs incurred by the Subscriber (including any fees and disbursements of any legal counsel or other advisors retained by the Subscriber) relating to the subscription for Units will be borne by the Subscriber.

9. **Conditions of Closing.**

The obligation of the Corporation to complete the sale of the Securities is subject to the fulfillment of the following conditions at or before the Closing Time:

- (a) the Subscriber will have delivered the items set out in Section 6;
 - (b) the representations and warranties made by the Subscriber in this Agreement will have been true and correct when made and at the Closing Time with the same force and effect as if they had been made as of the Closing Time;
 - (c) all covenants contained in this Agreement to be performed by the Subscriber at or before the Closing Time will have been performed in all material respects;
 - (d) the Corporation will have received approval of the Offering from NASDAQ;
 - (e) all other necessary regulatory approvals will have been obtained; and
 - (f) the sale of the Units to the Subscribers will be exempt from prospectus requirements under applicable Canadian provincial and harmonized securities laws.
-

Closing

10. **Closing.** The closing of the sale of the Securities (the “**Closing**”) will take place at Fasken’s offices in Toronto, Bay Adelaide Centre West, 333 Bay Street, Toronto, Ontario, M5H 2T6 at 10:00 a.m.(Eastern time), or such other time as the Corporation may determine (the “**Closing Time**”) on November 1, 2022, or such other earlier or later date as the Corporation may determine (the “**Closing Date**”). If, at the Closing, the terms and conditions contained in this Agreement have been complied with to the satisfaction of the Corporation, the Corporation shall notify Fasken in writing of such and (a) Fasken will deliver to the Corporation (i) all completed subscription agreements, including this Agreement, and (ii) the aggregate subscription price for the Units (net of commissions and expenses) and (b) the Corporation will deliver certificates or other evidence representing the Common Shares and Warrants composing the Units registered in accordance with the Subscriber’s instructions to the Subscriber in accordance with the delivery instructions provided by the Subscriber.

11. **Failure to Close.** If the Closing does not occur on or prior to November 30, 2022, Fasken shall promptly return this Agreement and any funds, certified cheques and bank drafts delivered by the Subscriber representing the aggregate consideration for the Securities without interest, to the Subscriber.

12. **Representations, Warranties and Covenants of the Subscriber.** The Subscriber (on its own behalf and, if applicable, on behalf of a Disclosed Principal) represents, warrants, acknowledges and covenants to the Corporation and its counsel (and acknowledges that they are relying thereon) both at the date hereof and at the Closing Time (as herein defined) that:

- (a) it recognizes that the purchase of the Securities involves a high degree of risk including, but not limited to, the following: (i) the Corporation has a limited operating history and requires substantial funds in addition to the proceeds of the Offering; (ii) an investment in the Corporation is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Corporation and the Securities; (iii) the Subscriber may not be able to liquidate his, her or its investment; (iv) there are restrictions on the ability of the Subscriber to sell the Securities; (v) in the event of a disposition, the Subscriber could sustain the loss of its entire investment; and (vi) the Corporation has not paid any dividends since its inception and does not anticipate paying any dividends in the near future;
- (b) it acknowledges and represents that it: (i) has adequate means of providing for its current financial needs and contingencies, (ii) has knowledge and experience in business and financial matters and prior investment experience, including investments in securities without the benefit of a prospectus; (iii) recognizes the speculative nature of an investment in the Securities; (iv) is able to bear the economic risk that it hereby assumes; and (v) could afford a complete loss of such investment in the Securities;
- (c) the Subscriber is aware that there are restrictions on the Subscriber’s ability to resell the Securities and it is the Subscriber’s responsibility to consult the Subscriber’s own advisors to find out what those restrictions are and to comply with them before selling the Securities, and confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto; acknowledges that it is aware of the characteristics of the Securities, the risks relating to an investment therein and of the fact that it may not be able to resell the Securities, except in accordance with limited exemptions under applicable securities legislation until expiry of the applicable restricted period and compliance with the other requirements of applicable law;
- (d) the Subscriber is aware that any certificates representing the Securities will bear legends (or an ownership statement issued under a book-entry system will bear legend restriction notations) in substantially the following forms:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS 4 MONTHS AND ONE DAY AFTER THE CLOSING DATE WILL BE INSERTED.]”

“THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.”

- (e) it hereby represents that it has been furnished by the Corporation during the course of the Offering with all information regarding the Corporation, the terms and conditions of the Offering and any additional information that it has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Corporation concerning the Corporation and the terms and conditions of the Offering;
 - (f) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Securities and the Subscriber's decision to subscribe for the Securities was not based upon, and the Subscriber has not relied upon, any oral or written representations as to facts made by or on behalf of the Corporation, except as set forth herein and in the Corporation's current public disclosure record available on the system for electronic document analysis and retrieval at www.sedar.com. To the extent necessary, the Subscriber has retained, at its own expense, and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of this Subscription Agreement and the purchase of the Securities hereunder. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of the Subscriber's consideration of an investment in the Securities and the results of Subscriber's own independent investigation;
 - (g) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or other means of telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Securities;
 - (h) the Subscriber has no knowledge of a "material fact" or "material change" with respect to the Corporation (as those terms are defined in applicable securities laws, and which generally includes a fact or change which would reasonably be expected to have a significant effect on the market price of the Common Shares) that has not been generally disclosed to the public;
 - (i) unless disclosed to the Corporation, the Subscriber is not a "control person" of the Corporation (within the meaning of applicable securities laws, and which generally includes a person holding or controlling (alone or in concert with other persons) more than 20% of the Common Shares), and unless disclosed to the Corporation, the purchase of securities under the Offering will not result in the Subscriber becoming a "control person" (and, if the Subscriber is purchasing on behalf of a Disclosed Principal, the purchase of securities under the Offering will not result in the Disclosed Principal becoming a "control person");
 - (j) it is purchasing the Securities as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Securities, it is resident in the jurisdiction set out as the "Subscriber's Address" on the face page hereof and that address is not being used solely for the purpose of acquiring the Securities, and if the Subscriber is acting for a Disclosed Principal, such Disclosed Principal is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to resale or distribution, and is resident in the jurisdiction set forth in the Subscription Agreement as the "Disclosed Principal's Address" of the Disclosed Principal and that address is not being used solely for the purpose of acquiring the Securities, and either:
 - (i) the Subscriber is an Accredited Investor and has concurrently executed and delivered a Certificate in the form attached as Exhibit 1 to this Subscription Agreement and has completed the appropriate Appendices; or
 - (ii) the Subscriber (or any Disclosed Principal) is purchasing pursuant to an exemption from prospectus and registration requirements (particulars of which have been enclosed herewith by the Subscriber) available to the Subscriber under applicable securities legislation of the jurisdiction of the Subscriber's residence and shall deliver to the Corporation such further particulars of the exemption(s) and the Subscriber's qualifications thereunder as the Corporation or its counsel may request;
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- (k) the Subscriber is aware that the Corporation is relying on exemptions from the requirements under Canadian securities laws to provide the Subscriber with a prospectus, and no prospectus has been filed by the Corporation with any stock exchange or regulatory authority in Canada in connection with the issuance of the Securities, and as a consequence:
- (i) the Subscriber is restricted from using some of the civil remedies otherwise available under Canadian securities laws and certain protections, rights and remedies provided by securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber; and
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under Canadian securities laws;
- (l) if the Subscriber is resident in or otherwise subject to applicable securities laws of a jurisdiction **other than Canada**, the Subscriber confirms, represents and warrants that:
- (i) the Subscriber is knowledgeable with respect to, or has been independently advised as to, the applicable securities laws of the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) and which would apply to the acquisition of the Securities;
 - (ii) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or registration requirements or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions;
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Securities;
 - (iv) the purchase of the Securities by the Subscriber does not trigger:
 - (A) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or
 - (B) any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction; and
 - (v) the Subscriber will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subsections (ii), (iii) and (iv) above to the satisfaction of the Corporation acting reasonably;
- (m) it acknowledges that:
- (i) no stock exchange, securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (ii) there is no government or other insurance covering the Securities; and
 - (iii) there are risks associated with the purchase of the Securities;
- (n) the Subscriber is not a “U.S. person” (as defined in Regulation S under the United States *Securities Act of 1933* (the “**U.S. Securities Act**”) and which includes an individual resident in the United States, an estate or trust of which any executor, administrator or trustee is a U.S. person, and any corporation or partnership incorporated or organized under the laws of the United States) (a “**U.S. Person**”) and the Securities were not offered to the Subscriber in the United States. At the time the buy order for the Securities originated, the Subscriber was outside the United States, and this Agreement was executed and delivered by (or on behalf of) the Subscriber outside the United States;
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- (o) the Subscriber understands that the Securities are “restricted securities” in the United States and have not been registered under the U.S. Securities Act or any applicable state securities law and is acquiring such Securities as principal for his, her or its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the U.S. Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the U.S. Securities Act or any applicable state securities law (this representation and warranty not limiting such Subscriber’s right to sell any Securities registered pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws);
 - (p) it understands that the Warrants will not be registered under the securities laws of the United States, and unless a registration statement is filed with the SEC registering the ClassA Warrant Shares and ClassB Warrant Shares and such registration statement is made effective, the ClassA Warrant Shares and ClassB Warrant Shares may not be offered or sold, directly or indirectly, in the United States except pursuant to registration under the U.S. Securities Act and the securities laws of all applicable states or available exemptions therefrom;
 - (q) it undertakes and agrees that it will not offer or sell Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Securities, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules, and the Subscriber is solely responsible for compliance with such legislation, rules, and regulations;
 - (r) if the Subscriber is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Subscription Agreement and to perform all of its obligations hereunder, and if it is a body corporate, it is duly incorporated or created and validly subsisting under the laws of the jurisdiction of its incorporation, and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
 - (s) the performance and compliance with the terms hereof, the subscription for the Units and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with, or constitute a material default under, or create a state of facts that, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber (if the Subscriber is not an individual), applicable securities laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber;
 - (t) if the Subscriber is an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto;
 - (u) this Subscription Agreement and any other documents contemplated hereby, have been duly and validly authorized, executed and delivered by and constitute a legal, valid, binding and enforceable obligation of the Subscriber in accordance with its terms;
 - (v) in the case of a subscription by it for Securities acting as agent for a Disclosed Principal, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such Disclosed Principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such Disclosed Principal and the Subscriber acknowledges that the Corporation is required by law to disclose to certain principal regulatory authorities the identity of the Disclosed Principal for whom the Subscriber may be acting;
 - (w) the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Securities as may be required by any securities commission, stock exchange or other regulatory authority;
 - (x) the entering into of this Subscription Agreement and the transactions contemplated hereby, will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber’s constating documents, or any agreement to which the Subscriber is a party or by which it is bound;
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- (y) none of the funds the Subscriber is using to purchase the Securities represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) or the *United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the “**Patriot Act**”) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber’s (and if applicable, the Disclosed Principal’s) name and other information relating to this Subscription Agreement and the Subscriber’s (and if applicable, the Disclosed Principal’s) subscription hereunder, on a confidential basis, pursuant to the *PCMLTFA* or the *Patriot Act*. To the best of its knowledge: (a) none of the subscription funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States or any other jurisdiction; or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
 - (z) the Subscriber acknowledges that the Corporation’s counsel is acting as counsel to the Corporation and not as counsel to the Subscriber, and acknowledges that it is solely responsible for and has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for Securities and accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement;
 - (aa) no person (including the Corporation) has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities;
 - (ii) that any person will refund the purchase price for the Securities; or
 - (iii) as to the future price or value of any of the Securities;
 - (bb) in making its decision to enter into this Agreement for the purchase of the Securities, the Subscriber has relied solely on the Corporation’s current public disclosure record available on the system for electronic document analysis and retrieval at www.sedar.com;
 - (cc) the Subscriber’s offer to subscribe for Securities has not been induced by any representations with regard to the present or future value of the Securities;
 - (dd) the Subscriber is aware that: the Corporation may complete additional financings in the future to develop the proposed business of the Corporation and to fund its ongoing development; that there is no assurance that any financings will be available or, if available, that the financings will be available on reasonable terms; any future financings may have a dilutive effect on current securityholders, including the Subscriber (or a Disclosed Principal); and, if future financings are not available, the Corporation may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture;
 - (ee) there is no person acting or purporting to act in connection with the Offering who is entitled to any brokerage or finder’s fee and if any person establishes a claim that any fee or other compensation is payable in connection with this subscription for Units, the Subscriber covenants to indemnify and hold harmless the Corporation with respect thereto and with respect to all costs reasonably incurred in the defence thereof;
 - (ff) the Subscriber is not purchasing Units with knowledge of material information concerning the Corporation that has not been generally disclosed;
 - (gg) the Subscriber does not act jointly or in concert with any other person for the purposes of the acquisition of the Securities; and
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- (hh) if the Subscriber, or any person for whom it is contracting hereunder, is a corporation or a partnership, syndicate, trust, association, or any other form of unincorporated organization or organized group of persons, the Subscriber or such person was not created and is not being used solely to permit purchases of or to hold securities without a prospectus in reliance on a prospectus and registration exemption (including but not limited to the "Minimum Investment Amount" exemption provided under section 2.10 of NI 45-106 or as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106) and it pre-existed the Offering and has a bona fide purpose other than investment in the Securities.

General

13. **Accuracy of Representations and Warranties.** The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Securities. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation in determining the eligibility of a purchaser of Securities and the Subscriber agrees to indemnify the Corporation and its directors, officers, partners, employees and agents against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify the Corporation at its head office, to the attention of the Chief Financial Officer, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

14. **Responsibility for Costs.** The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Securities to the Subscriber shall be borne by the Subscriber.

15. **Collection of Personal Information.** This Subscription Agreement requires the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Securities under applicable securities legislation, preparing and registering certificates (or other evidence of subscription) representing the Common Shares and Warrants to be issued to the Subscriber and completing filings required by taxation authorities and any stock exchange or securities regulatory authority. Securities regulatory authorities in each of the provinces of Canada have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by securities regulatory authorities in Canada. If the Subscriber is resident in or otherwise subject to the securities laws applicable in another province of Canada, the information provided by the Subscriber on the first page of this Subscription Agreement identifying the name, address and telephone number of the Subscriber, the Securities being purchased hereunder and the subscription price, as well as the Closing Date and the exemption that the Subscriber is relying on in purchasing the Securities will be disclosed to the applicable securities regulatory authority, and such information is being indirectly collected by such securities regulatory authority under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of the applicable province. Each Subscriber (and for certainty, including each Disclosed Principal) hereby authorizes the indirect collection of such information by the applicable securities regulatory authority. In the event the Subscriber has any questions with respect to the indirect collection of such information by securities regulatory authorities, the Subscriber should contact the applicable securities regulatory authority at the addresses set out at Schedule "C" hereto. The Subscriber's (and if applicable, each Disclosed Principal's) personal information may be disclosed by the Corporation to: (a) regulatory authorities (including stock exchanges, if applicable); (b) the Corporation's registrar and transfer agent; (c) taxation authorities; and (d) any of the other parties involved in the Offering, including legal counsel. By executing this Agreement, the Subscriber (and if applicable, any other Disclosed Principal) is deemed to be consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Subscriber's personal information. The Subscriber (and if applicable, the Disclosed Principal) also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

16. **Governing Law.** The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

17. **Time of the Essence.** Time shall be of the essence hereof.

18. **Entire Agreement.** This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

19. **Assignment.** The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent for the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by the Subscriber without prior written consent of the other parties.

20. **Modification.** Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

21. **Severability.** The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

22. **Agreement For Consideration.** The Subscriber, on its own behalf and, if applicable, on behalf of the Disclosed Principal, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of the Disclosed Principal.

23. **Currency.** In this Subscription Agreement, references to "\$" or "CDN\$" are to Canadian dollars.

SCHEDULE "A"
EXHIBIT 1

CERTIFICATE OF "ACCREDITED INVESTOR"

TO: Edesa Biotech, Inc. (the "Corporation")

In connection with the proposed purchase of Units of the Corporation (the "**Securities**") by the subscriber or if applicable, the Disclosed Principal on whose behalf the subscriber is purchasing as agent (the "**Subscriber**"), the Subscriber represents, warrants, covenants and certifies that:

1. the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of another, or is deemed to be purchasing the Securities as principal pursuant to applicable securities laws, and is:
 - (a) _____ an "accredited investor" within the meaning of National Instrument 45-106 - *Prospectus Exemptions* ("**NI 45-106**") by virtue of satisfying the indicated criterion as set out in Appendix "A" to this Certificate (**YOU MUST ALSO INITIAL BESIDE THE APPLICABLE CATEGORY ON APPENDIX "A" TO THIS CERTIFICATE**); or
 - (b) _____ purchasing the Securities as agent or trustee for a beneficial purchaser, and each such beneficial purchaser is purchasing as principal for its own account and not for the benefit of another, and each such beneficial purchaser is an "accredited investor" within the meaning of NI 45-106 by virtue of satisfying the indicated criterion as set out in Appendix "A" to this certificate (**YOU MUST ALSO INITIAL BESIDE THE APPLICABLE CATEGORY ON APPENDIX "A" TO THIS CERTIFICATE**).
2. if the Subscriber (or beneficial purchaser) is not an individual, the person was not created or used solely to purchase or hold securities as an accredited investor;
3. these representations, warranties, covenants and certifications will be true and correct both as of the execution of this certificate and as of the Closing Time of the purchase and sale of the Securities purchased by the Subscriber and will survive the completion of the issue of the Subscriber's Securities; and
4. these representations, warranties, covenants and certifications are made by the Subscriber with the intent that they be relied upon in determining the suitability of the beneficial purchaser as a purchaser of the Securities, and the Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber (and the beneficial purchaser) set forth herein which takes place prior to the Closing Time of the purchase and sale of the Subscriber's Securities.

Dated: _____, 2022.

Print name of Subscriber

By: _____
Signature

Print name of signatory (if different from Subscriber)

Title

IMPORTANT:

- (A) **PLEASE INITIAL BESIDE THE APPLICABLE CATEGORY ON APPENDIX "A" TO THIS CERTIFICATE.**
 - (B) **INDIVIDUAL ACCREDITED INVESTORS IN THE CATEGORIES DESCRIBED IN (J), (K) OR (L) OF APPENDIX "A" TO THIS CERTIFICATE MUST ALSO COMPLETE AND SIGN APPENDIX "B" TO THIS CERTIFICATE.**
 - (C) **FOR A DEFINITION OF CERTAIN TERMS USED IN THIS EXHIBIT AND ITS APPENDICES, PLEASE REFER TO SCHEDULE "B" OF THIS SUBSCRIPTION AGREEMENT.**
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APPENDIX "A"

TO EXHIBIT 1

DEFINITION OF "ACCREDITED INVESTOR"

INSTRUCTIONS:

- (1) Prior to completing this Appendix "A", please carefully review the definitions set forth in Schedule "B" of the Subscription Agreement, particularly the definitions of "**financial assets**" as distinguished from "**net assets**", as well as "**related liabilities**".
- (2) The Subscriber must initial beside the applicable category of "accredited investor" the Subscriber qualifies under below.

"accredited investor", as used in this Schedule, means:

Initials

- _____ (a) a Canadian financial institution, or a Schedule III bank; or
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- _____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary; or
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer; or
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d); or
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador); or
- _____ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada; or
- _____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec; or
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government; or
- _____ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada; or
- _____ (j) an individual who, either alone or with a spouse, beneficially owns **financial assets** (which term excludes real estate) having an **aggregate realizable value** that, before taxes but **net** of any **related liabilities**, exceeds \$1,000,000; or
- [AN INDIVIDUAL QUALIFYING IN THIS CATEGORY MUST FULLY COMPLETE AND EXECUTE FORM 45-106F9 ATTACHED HERETO AS APPENDIX "B" TO THIS EXHIBIT 1.]
- _____ (j.1) an individual who beneficially owns **financial assets** (which term excludes real estate) having an **aggregate realizable value** that, before taxes but **net** of any **related liabilities**, exceeds \$5,000,000; or
- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; or
- [AN INDIVIDUAL QUALIFYING IN THIS CATEGORY MUST FULLY COMPLETE AND EXECUTE FORM 45-106F9 ATTACHED HERETO AS APPENDIX "B" TO THIS EXHIBIT 1.]
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- _____ (l) an individual who, either alone or with a spouse, has **net assets** that exceed \$5,000,000; or **[AN INDIVIDUAL QUALIFYING IN THIS CATEGORY MUST FULLY COMPLETE AND EXECUTE FORM 45-106F9 ATTACHED HERETO AS APPENDIX "B" TO THIS EXHIBIT 1.]**
- _____ (m) a person, other than an individual or investment fund, that has **net assets** of at least \$5,000,000 as shown on its most recently prepared financial statements; or
- _____ (n) an investment fund that distributes or has distributed its securities only to
 - (a) a person that is or was an accredited investor at the time of the distribution;
 - (b) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*“Minimum Amount Investment exemption”*] or 2.19 [*“Additional Investment in Investment Funds exemption”*] of NI 45-106; or
 - (c) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*“Investment Fund Reinvestment exemption”*] of NI 45-106; or
- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt; or
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be; or
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction; or
- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded; or
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function; or
- _____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors (as defined in this Schedule); or
- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- _____ (w) a trust established by an accredited investor (as defined in this Appendix) for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors (as defined in this Appendix) and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse.

All dollar amounts referred to in this Schedule are expressed in Canadian dollars.

For the purposes of this Appendix “A”:

- (a) a trust company or trust corporation described in paragraph (p) above, other than a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada, is deemed to be purchasing as principal; and
 - (b) a person described in paragraph (q) above is deemed to be purchasing as principal.
-

APPENDIX "B"

TO EXHIBIT 1

Form 45-106F9

Form for Individual Accredited Investors

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: Units

Issuer: Edesa Biotech, Inc.

Purchased from: Edesa Biotech, Inc.

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

**Your
initials**

Risk of loss – You could lose your entire investment of \$_____. [Instruction: Insert the total dollar amount of the investment.]

Liquidity risk – You may not be able to sell your investment quickly – or at all.

Lack of information – You may receive little or no information about your investment.

Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.

3. Accredited investor status

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.

**Your
initials**

• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)

• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.

• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.

• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON**5. Salesperson information**

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

Par Nijhawan

Telephone:

Email:

Name of firm (if registered): N/A

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**6. For more information about this investment contact:**

Edesa Biotech, Inc.

100 Spy Court

Markham, Ontario, L3R 5H6

Attention: Par Nijhawan

Phone:

Email:

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Form instructions:

1. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
2. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

SCHEDULE "B"

DEFINITIONS

“**affiliate**” – an issuer is an affiliate of another issuer if:

- (a) one of them is the subsidiary of the other;
- (b) each of them is controlled by the same person.

For the purposes hereof, a person (first person) is considered to control another person (second person) if

- (a) the first person beneficially owns directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

“**bank**” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“**Canadian financial institution**” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central credit cooperative society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“**control person**” has the meaning ascribed thereto in applicable securities legislation;

“**director**” means

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“**eligibility adviser**” means

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
 - (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
-

- (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“**executive officer**” means, for an issuer, an individual who is

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (c) performing a policy-making function in respect of the issuer;

“**financial assets**” means cash, securities or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation; **and specifically excludes real estate**. For the purposes of paragraphs (j) and (j.1) of Exhibit 1, financial assets are those financial assets which are beneficially owned. The following factors are indicative of beneficial ownership of financial assets:

- (a) physical or constructive possession of evidence of ownership of the financial asset;
- (b) entitlement to receipt of any income generated by the financial asset;
- (c) risk of loss of the value of the financial asset; and
- (d) the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

Financial assets are generally liquid or relatively easy to liquidate. Realizable value of financial assets generally means the fair market value of the assets that may reasonably be obtained in an orderly liquidation. To satisfy the thresholds in paragraphs (j) and (j.1) above, the value must be net of related liabilities.

“**foreign jurisdiction**” means a country other than Canada or a political subdivision of a country other than Canada;

“**founder**” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the distribution or trade is actively involved in the business of the issuer;

“**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“**jurisdiction**” or “**jurisdiction of Canada**” means a province or territory of Canada except when used in the term foreign jurisdiction;

“**local jurisdiction**” means, in a national instrument or multilateral instrument adopted or made by a Canadian securities regulatory authority, the jurisdiction in which the Canadian securities regulatory authority is situated;

“**net assets**” means total assets (including real estate) less total liabilities (including mortgages). For the purposes of paragraph 1 of Exhibit 1, the value attributed to assets should reasonably reflect their estimated fair value and tax is considered a liability to be deducted if the obligation to pay the tax is outstanding at the date of closing of the purchase of the Securities.

“**person**” includes

- (a) an individual,
 - (b) a corporation,
 - (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
-

(d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

“**regulator**” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101, opposite the name of the local jurisdiction;

“**related entity**” means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;

“**related liabilities**” means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

“**Schedule III bank**” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“**securities legislation**” means the applicable securities legislation of a jurisdiction of Canada;

“**spouse**” means, an individual who

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary; and

For the purpose of this Subscription Agreement, for residents of Manitoba, “**distribution**” means a primary distribution to the public.

For the purpose of this Subscription Agreement, for residents of Québec, “**trade**” refers to any of the following activities:

- (a) the activities described in the definition of “**dealer**” in section 5 of the *Securities Act* (Québec), including the following activities;
 - (i) the sale or disposition of a security by onerous title, whether the terms of payment be on margin, instalment or otherwise, but does not include, a transfer or the giving in guarantee of securities in connection with a debt or the purchase of a security, except as provided in paragraph (b);
 - (ii) participation as a trader in any transaction in a security through the facilities of an exchange or a quotation and trade reporting system;
 - (iii) the receipt by a registrant of an order to buy or sell a security;
- (b) a transfer or the giving in guarantee of securities of an issuer from the holdings of a control person in connection with a debt.

SCHEDULE "C"

CONTACT INFORMATION WITH RESPECT TO THE COLLECTION OF PERSONAL INFORMATION

<p>Alberta Securities Commission Suite 600, 250 - 5th Street SW Calgary, Alberta T2P 0R4</p> <p>Telephone: (403) 297-6454 Toll free in Canada: 1-877-355-0585 Facsimile: (403) 297-2082</p>	<p>Government of Nunavut Department of Justice Legal Registries Division P.O. Box 1000, Station 570 1st Floor, Brown Building Iqaluit, Nunavut X0A 0H0</p> <p>Telephone: (867) 975-6590 Facsimile: (867) 975-6594</p>
<p>British Columbia Securities Commission P.O. Box 10142, Pacific Centre 701 West Georgia Street Vancouver, British Columbia V7Y 1L2</p> <p>Inquiries: (604) 899-6854 Toll free in Canada: 1-800-373-6393 Facsimile: (604) 899-6581 Email: inquiries@bcsc.bc.ca</p>	<p>Ontario Securities Commission 20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Telephone: (416) 593-8314 Toll free in Canada: 1-877-785-1555 Facsimile: (416) 593-8122</p> <p>Email: exemptmarketfilings@osc.gov.on.ca Public official contact regarding indirect collection of information: Inquiries Officer</p>
<p>The Manitoba Securities Commission 500 - 400 St. Mary Avenue Winnipeg, Manitoba R3C 4K5</p> <p>Telephone: (204) 945-2548 Toll free in Manitoba: 1-800-655-5244 Facsimile: (204) 945- 0330</p>	<p>Prince Edward Island Securities Office 95 Rochford Street, 4th Floor Shaw Building P.O. Box 2000 Charlottetown, Prince Edward Island C1A 7N8</p> <p>Telephone: (902) 368-4569 Facsimile: (902) 368-5283</p>
<p>Financial and Consumer Services Commission (New Brunswick) 85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2</p> <p>Telephone: (506) -658-3060 Toll free in Canada: 1-866-933-2222 Facsimile: (506) 658-3059 Email: info@fcnb.ca</p>	<p>Autorité des marchés financiers 800, Square Victoria, 22e étage C.P. 246, Tour de la Bourse Montréal, Québec H4Z 1G3</p> <p>Telephone: (514) 395-0337 or 1-877-525-0337 Facsimile: (514) 864-6381 (For privacy requests only) Email: financementdessorcietes@lautorite.qc.ca (For corporate finance issuers)</p>
<p>Government of Newfoundland and Labrador Financial Services Regulation Division P.O. Box 8700 Confederation Building 2nd Floor, West Block Prince Philip Drive St. John's, Newfoundland and Labrador A1B 4J6</p> <p>Attention: Director of Securities Telephone: (709) 729-4189 Facsimile: (709) 729-6187</p>	<p>Financial and Consumer Affairs Authority of Saskatchewan Suite 601 - 1919 Saskatchewan Drive Regina, Saskatchewan S4P 4H2</p> <p>Telephone: (306) 787-5879 Facsimile: (306) 787-5899</p>

**Government of the Northwest Territories
Office of the Superintendent of Securities**

P.O. Box 1320
Yellowknife, Northwest Territories
X1A 2L9

Attention: Deputy Superintendent,
Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

**Government of Yukon
Department of Community Services**

Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6

Telephone: (867) 667-5314
Facsimile: (867) 393-6251

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower, P.O. Box 458
Halifax, Nova Scotia B3J 2P8

Telephone: (902) 424-7768
Facsimile: (902) 424-4625



NON-BROKERED PRIVATE PLACEMENT OF UNITS

SUBSCRIPTION AGREEMENT

INSTRUCTIONS

1. Complete and sign the **Execution Page** (which follows this cover page) of the Subscription Agreement.
2. Complete and sign **Schedule "A"** if you are a US individual accredited investor required to do so.
3. Provide payment of the purchase price in American dollars by delivering a wire transfer according to the wire instructions below, representing the full subscription price payable by the Subscriber for the Units set out on the first page of this Subscription Agreement:

Information	Wire Payment Details
Intermediary/Correspondent Bank: (if required). For USD currency (U.S. Dollar) ONLY	
Settlement to TD Bank - Swift Code: (These digits are all alpha)	
For further credit to Beneficiary Bank:	
Clearing Code:	
Transit #:	
Address:	
Beneficiary's information:	

Any associated wire transfer fees are the responsibility of the subscriber.

Subscribers will subscribe for a fixed dollar amount with the number of units to be determined with reference to prevailing market prices and applicable foreign exchange rates.

4. Return a completed and originally executed copy of this Subscription Agreement and the other documents required to be delivered with it (including payment of the subscription price) by no later than 4:00 p.m. on Friday, October 28, 2022 to Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Bay Adelaide Centre, Toronto, ON M5H 2T6, Attention: .

EXECUTION PAGE - SUBSCRIPTION FOR UNITS

TO: Edesa Biotech, Inc. (the “Corporation”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from Edesa Biotech, Inc. (the “**Corporation**”) that number of units of the Corporation (individually, a “**Unit**” and collectively, the “**Units**”) as will be equal to the Aggregate Subscription Price set out below divided by the Unit Price. The “**Unit Price**” shall be the lower of (i) (A) 100% of the “**Official Closing Price**” of the Corporation’s common shares (the “**Common Shares**”) on the NASDAQ Capital Market (“**NASDAQ**”) on the Closing Date (as defined herein) and (ii) the average of each of the five trailing closing prices of the Common Shares set forth under NOCP on Nasdaq.com prior to the Closing Date, in each case expressed in Canadian dollars using the Bank of Canada daily average exchange rate for United States dollars in terms of Canadian dollars on the date prior to the Closing Date (the “**Minimum Price**”), provided that the Unit Price for officers, directors, employees or consultants shall be made at a price no less than the consolidated closing bid price immediately preceding the Closing Date in accordance with Listing Rule 5635(c) PLUS (ii) US\$0.125 (expressed in Canadian dollars using the Bank of Canada daily average exchange rate for United States dollars in terms of Canadian dollars on the date prior to the Closing Date) to account for the sale of the Warrants (as defined below) in accordance with NASDAQ rules.

Each Unit comprises one Common Share, one-half of one whole Class A Common Share purchase warrant (each such Class A Common Share purchase warrant, a “**Class A Warrant**”), and one-half of one whole Class B Common Share purchase warrant (each such Class B Common Share purchase warrant, a “**Class B Warrant**”, and collectively with the Class A Warrants, the “**Warrants**”).

The exercise price of the Class A Warrants shall be 150% of the Minimum Price, and the Class A Warrants shall expire three years from their Initial Exercise Date (as defined herein), upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class A Warrants is unavailable, in which case the Class A Warrants may be exercised using cashless exercise provisions.

The exercise price of the Class B Warrants shall be equal to the Minimum Price. The Class B Warrants shall expire twelve months from their Initial Exercise Date, upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class B Warrants is unavailable, in which case the Class B Warrants may be exercised using standard cashless exercise provisions.

The Corporation shall file a registration statement with the SEC within 45 days of the Closing Date (as defined herein) to register the Common Shares and shares issuable upon exercise of the Warrants, and use its best efforts to have the registration statement declared effective within 75 days of the Closing Date, or in the case of review by the SEC, within 105 days of the Closing Date (the date that is the earlier to occur of 60 days from the Closing Date or the date a registration statement for the Common Shares is declared effective, the “**Initial Exercise Date**”).

The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Units” including, without limitation, the representations, warranties and covenants set forth in the applicable Schedules and Exhibits attached thereto (together with this Execution Page, the “**Subscription Agreement**”). The Subscriber further agrees, without limitation, that the Corporation (and its counsel) may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

[Execution Pages Follow]

 (Name of Subscriber – please print)

 (Signature of Subscriber or authorized Signatory)

 (Official Capacity or Title – please print)

 (Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.)

 (Subscriber’s Address)

 (Subscriber’s Address)

 (Telephone Number)

 (E-Mail Address)

 Subscriber’s Taxpayer ID / SIN / SSN

 Aggregate Subscription Price: USD\$ _____

If the Subscriber is signing as agent for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal (the “Disclosed Principal”), UNLESS the Subscriber is deemed to be purchasing as a principal under National Instrument 45-106 - *Prospectus Exemptions* (“NI 45-106”) by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by a trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106:

 (Name of Disclosed Principal)

 (Disclosed Principal’s Address)

Register the Securities as set forth below:

 (Name)

 (Account reference, if applicable)

 (Address)

 (Address)

Deliver the Securities as set forth below:

Same as Registered Address (otherwise complete below)

 (Name)

 (Account reference, if applicable)

 (Contact Name)

 (Address)

 (Address)

Is the Subscriber (or the Disclosed Principal) an “inider” of the Corporation (as defined in applicable securities laws, which generally includes a director, an officer or a 10% shareholder)? (yes/no): _____

Is the Subscriber registered or required to be registered under applicable securities laws? (yes/no): _____

Excluding securities subscribed for in this Agreement, the Subscriber owns, directly or indirectly, or exercises control or direction over:

(a) _____ Common Shares; and

(b) securities convertible or exercisable into an additional _____ Common Shares.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

_____, 2022

EDESA BIOTECH, INC.

By: _____
Name: Pardeep Nijhawan
Title: Chief Executive Officer

TERMS AND CONDITIONS OF SUBSCRIPTION

Terms of the Offering

1. **Irrevocable Subscription; Subject to Acceptance.** By signing this Agreement, the Subscriber irrevocably offers to subscribe for the number of Units equal to the aggregate Subscription Price set out on the cover page of this Agreement, divided by the Unit Price. The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Units set out in this Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Units subscribed for under this Agreement. This Agreement is not enforceable against the Corporation unless (and except to the extent to which) it has been accepted by the Corporation. The Subscriber waives any requirement of the Corporation to communicate its acceptance of the subscription (in whole or in part) to the Subscriber. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of the Disclosed Principal) that the subscription for the Units will be made in accordance with and subject to the terms and conditions of this Subscription Agreement.

2. **Return of Funds.** The funds for the aggregate subscription price will be held in trust by Fasken Martineau DuMoulin LLP ("**Fasken**"), counsel to the Corporation, for the benefit of the Subscriber pending closing of the Offering. If the Offering is not completed for any reason, or this Agreement is rejected in whole, any payment delivered on account of the subscription price for the Units will, following receipt by Fasken of written notification from the Corporation of such rejection, be promptly returned to the Subscriber, without interest. If this Agreement is accepted only in part, payment in the amount of any excess payment delivered by the Subscriber to Fasken on account of the subscription price for the Units will, following receipt by Fasken of written notification from the Corporation of such partial acceptance, be promptly delivered to the Subscriber, without interest. No fractions of any Securities (as defined herein) will be issued for any subscription. Any funds in excess of the aggregate Subscription Price for the actual number of Units issued shall be promptly delivered to the Subscriber after Closing. Any return of funds by Fasken hereunder shall be made by the issuance of a cheque sent by regular mail to the Subscriber.

3. **The Offering.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of the Disclosed Principal) that the Units subscribed for hereunder form part of a larger offering of Units by the Corporation for aggregate gross proceeds of up to approximately CDN\$5 million (the "**Offering**"). The Units and the Common Shares and Warrants composing the Units as the context requires are also referred to herein as the "**Securities**".

4. **Description of the Warrants.**

The exercise price of the Class A Warrants shall be 150% of the Minimum Price, and the Class A Warrants shall expire three years from their Initial Exercise Date, upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class A Warrants is unavailable, in which case the Class A Warrants may be exercised using cashless exercise provisions.

The exercise price of the Class B Warrants shall be equal to the Minimum Price. The Class B Warrants shall expire twelve months from their Initial Exercise Date, upon which date the Class A Warrants shall be exercisable for cash unless a prospectus covering the Common Shares underlying the Class B Warrants is unavailable, in which case the Class B Warrants may be exercised using standard cashless exercise provisions.

The Warrants will be created and issued pursuant to definitive physical warrant certificates. Additional specific attributes of the Warrants shall be set forth in the certificates representing the Warrants, including, among other things, provisions for the appropriate adjustment in number and price of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Units.

No fractional Warrants will be issued in any circumstance. Any entitlement to a fraction of a Warrant in connection with the purchase of Units shall be rounded down to the nearest whole Warrant.

5. **Registration Rights.** The Corporation will file a registration statement with the United States Securities and Exchange Commission (the "**SEC**") on Form S-3 or other appropriate form if necessary to comply with General Instruction I.B.6. of Form S-3 and Commission interpretations thereof) within 45 days of the Closing Date to register the Common Shares issuable upon exercise of the Warrants and shall use its best efforts to have the registration statement declared effective within 75 days of the Closing Date, or in the case of review by the SEC, within 105 days of the Closing Date, and to keep such registration statement effective at all times until no Subscriber owns any Warrants or Common Shares issuable upon exercise thereof.

6. **Deliveries by Subscriber.** In connection with the purchase of the Securities, the Subscriber agrees to return the following to the Corporation's legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**"), in accordance with the instructions on the cover page to this Agreement:

- (a) this Agreement, completed and signed, including, if the Subscriber is subscribing under the "accredited investor" exemption from the prospectus requirements of applicable securities laws, a completed and signed Accredited Investor Questionnaire attached as Schedule A;
- (b) a wire transfer for the aggregate subscription price for the Securities, denominated in American dollars, payable to Fasken Martineau DuMoulin LLP, in trust, with wire transfer being payable as follows:

Information	Wire Payment Details
Intermediary/Correspondent Bank: (if required). For USD currency (U.S. Dollar) ONLY	
Settlement to TD Bank - Swift Code: (These digits are all alpha)	
For further credit to Beneficiary Bank:	
Clearing Code:	
Transit #:	
Address:	
Beneficiary's information:	

- (c) any further documentation required under securities laws or by NASDAQ or other regulatory authority, or otherwise contemplated by this Agreement;

7. **Compliance with Laws.** The Subscriber (or the Disclosed Principal) agree to comply with applicable securities laws and the policies of NASDAQ concerning the purchase of, the holding of, and the resale restrictions applicable to, the Securities.

8. **Expenses.** All costs incurred by the Subscriber (including any fees and disbursements of any legal counsel or other advisors retained by the Subscriber) relating to the subscription for Units will be borne by the Subscriber.

9. **Conditions of Closing.**

The obligation of the Corporation to complete the sale of the Securities is subject to the fulfillment of the following conditions at or before the Closing Time:

- (a) the Subscriber will have delivered the items set out in Section 6;
- (b) the representations and warranties made by the Subscriber in this Agreement will have been true and correct when made and at the Closing Time with the same force and effect as if they had been made as of the Closing Time;
- (c) all covenants contained in this Agreement to be performed by the Subscriber at or before the Closing Time will have been performed in all material respects;
- (d) the Corporation will have received approval of the Offering from NASDAQ;
- (e) all other necessary regulatory approvals will have been obtained; and
- (f) the sale of the Units to the Subscribers will be exempt from prospectus requirements under applicable Canadian provincial and harmonized securities laws.

Closing

10. **Closing.** The closing of the sale of the Securities (the “**Closing**”) will take place at Fasken’s offices in Toronto, Bay Adelaide Centre West, 333 Bay Street, Toronto, Ontario, M5H 2T6 at 10:00 a.m.(Eastern time), or such other time as the Corporation may determine (the “**Closing Time**”) on November 1, 2022, or such other earlier or later date as the Corporation may determine (the “**Closing Date**”). If, at the Closing, the terms and conditions contained in this Agreement have been complied with to the satisfaction of the Corporation, the Corporation shall notify Fasken in writing of such and (a) Fasken will deliver to the Corporation (i) all completed subscription agreements, including this Agreement, and (ii) the aggregate subscription price for the Units (net of commissions and expenses) and (b) the Corporation will deliver certificates or other evidence representing the Common Shares and Warrants composing the Units registered in accordance with the Subscriber’s instructions to the Subscriber in accordance with the delivery instructions provided by the Subscriber.

11. **Failure to Close.** If the Closing does not occur on or prior to November 30, 2022, Fasken shall promptly return this Agreement and any funds, certified cheques and bank drafts delivered by the Subscriber representing the aggregate consideration for the Securities without interest, to the Subscriber.

12. **Representations, Warranties and Covenants of the Subscriber.** The Subscriber (on its own behalf and, if applicable, on behalf of a Disclosed Principal) represents, warrants, acknowledges and covenants to the Corporation and its counsel (and acknowledges that they are relying thereon) both at the date hereof and at the Closing Time (as herein defined) that:

- (a) it recognizes that the purchase of the Securities involves a high degree of risk including, but not limited to, the following: (i) the Corporation has a limited operating history and requires substantial funds in addition to the proceeds of the Offering; (ii) an investment in the Corporation is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Corporation and the Securities; (iii) the Subscriber may not be able to liquidate his, her or its investment; (iv) there are restrictions on the ability of the Subscriber to sell the Securities; (v) in the event of a disposition, the Subscriber could sustain the loss of its entire investment; and (vi) the Corporation has not paid any dividends since its inception and does not anticipate paying any dividends in the near future;
- (b) it acknowledges and represents that it: (i) has adequate means of providing for its current financial needs and contingencies, (ii) has knowledge and experience in business and financial matters and prior investment experience, including investments in securities without the benefit of a prospectus; (iii) recognizes the speculative nature of an investment in the Securities; (iv) is able to bear the economic risk that it hereby assumes; and (v) could afford a complete loss of such investment in the Securities;
- (c) the Subscriber is aware that there are restrictions on the Subscriber’s ability to resell the Securities and it is the Subscriber’s responsibility to consult the Subscriber’s own advisors to find out what those restrictions are and to comply with them before selling the Securities, and confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto; acknowledges that it is aware of the characteristics of the Securities, the risks relating to an investment therein and of the fact that it may not be able to resell the Securities, except in accordance with limited exemptions under applicable securities legislation until expiry of the applicable restricted period and compliance with the other requirements of applicable law;
- (d) the Subscriber is aware that any certificates representing the Securities will bear legends (or an ownership statement issued under a book-entry system will bear legend restriction notations) in substantially the following forms:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS 4 MONTHS AND ONE DAY AFTER THE CLOSING DATE WILL BE INSERTED.]”

“THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.”

- (e) it hereby represents that it has been furnished by the Corporation during the course of the Offering with all information regarding the Corporation, the terms and conditions of the Offering and any additional information that it has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Corporation concerning the Corporation and the terms and conditions of the Offering;
 - (f) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Securities and the Subscriber's decision to subscribe for the Securities was not based upon, and the Subscriber has not relied upon, any oral or written representations as to facts made by or on behalf of the Corporation, except as set forth herein and in the Corporation's current public disclosure record available on the system for electronic document analysis and retrieval at www.sedar.com and www.SEC.gov. To the extent necessary, the Subscriber has retained, at its own expense, and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of this Subscription Agreement and the purchase of the Securities hereunder. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of the Subscriber's consideration of an investment in the Securities and the results of Subscriber's own independent investigation;
 - (g) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or other means of telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Securities;
 - (h) the Subscriber has no knowledge of a "material fact" or "material change" with respect to the Corporation (as those terms are defined in applicable securities laws, and which generally includes a fact or change which would reasonably be expected to have a significant effect on the market price of the Common Shares) that has not been generally disclosed to the public;
 - (i) unless disclosed to the Corporation, the Subscriber is not a "control person" of the Corporation (within the meaning of applicable securities laws, and which generally includes a person holding or controlling (alone or in concert with other persons) more than 20% of the Common Shares), and unless disclosed to the Corporation, the purchase of securities under the Offering will not result in the Subscriber becoming a "control person" (and, if the Subscriber is purchasing on behalf of a Disclosed Principal, the purchase of securities under the Offering will not result in the Disclosed Principal becoming a "control person");
 - (j) it is purchasing the Securities as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Securities, it is resident in the jurisdiction set out as the "Subscriber's Address" on the face page hereof and that address is not being used solely for the purpose of acquiring the Securities, and if the Subscriber is acting for a Disclosed Principal, such Disclosed Principal is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to resale or distribution, and is resident in the jurisdiction set forth in the Subscription Agreement as the "Disclosed Principal's Address" of the Disclosed Principal and that address is not being used solely for the purpose of acquiring the Securities, and either:
 - (i) the Subscriber is an Accredited Investor and has concurrently executed and delivered an Accredited Investor Questionnaire in the form attached as Schedule A to this Subscription Agreement; or
 - (ii) the Subscriber (or any Disclosed Principal) is purchasing pursuant to an exemption from prospectus and registration requirements (particulars of which have been enclosed herewith by the Subscriber) available to the Subscriber under applicable securities legislation of the jurisdiction of the Subscriber's residence and shall deliver to the Corporation such further particulars of the exemption(s) and the Subscriber's qualifications thereunder as the Corporation or its counsel may request;
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- (k) the Subscriber is aware that the Corporation is relying on exemptions from the requirements under Canadian securities laws to provide the Subscriber with a prospectus, and no prospectus has been filed by the Corporation with any stock exchange or regulatory authority in Canada in connection with the issuance of the Securities, and as a consequence:
- (i) the Subscriber is restricted from using some of the civil remedies otherwise available under Canadian securities laws and certain protections, rights and remedies provided by securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber; and
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under Canadian securities laws;
- (l) if the Subscriber is resident in or otherwise subject to applicable securities laws of a jurisdiction **other than Canada**, the Subscriber confirms, represents and warrants that:
- (i) the Subscriber is knowledgeable with respect to, or has been independently advised as to, the applicable securities laws of the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) and which would apply to the acquisition of the Securities;
 - (ii) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or registration requirements or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions;
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Securities;
 - (iv) the purchase of the Securities by the Subscriber does not trigger:
 - (A) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or
 - (B) any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction; and
 - (v) the Subscriber will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subsections (ii), (iii) and (iv) above to the satisfaction of the Corporation acting reasonably;
- (m) it acknowledges that:
- (i) no stock exchange, securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (ii) there is no government or other insurance covering the Securities; and
 - (iii) there are risks associated with the purchase of the Securities;
- (n) the Subscriber understands that the Securities are “restricted securities” in the United States and have not been registered under the *Securities Act of 1933* (the “**U.S. Securities Act**”) or any applicable state securities law and is acquiring such Securities as principal for his, her or its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the U.S. Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the U.S. Securities Act or any applicable state securities law (this representation and warranty not limiting such Subscriber’s right to sell any Securities registered pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws);
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- (o) it understands that the Warrants will not be registered under the securities laws of the United States, and unless a registration statement is filed with the SEC registering the Class A Warrant Shares and Class B Warrant Shares and such registration statement is made effective, the Class A Warrant Shares and Class B Warrant Shares may not be offered or sold, directly or indirectly, in the United States except pursuant to registration under the U.S. Securities Act and the securities laws of all applicable states or available exemptions therefrom;
 - (p) it undertakes and agrees that it will not offer or sell Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Securities, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules, and the Subscriber is solely responsible for compliance with such legislation, rules, and regulations;
 - (q) if the Subscriber is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Subscription Agreement and to perform all of its obligations hereunder, and if it is a body corporate, it is duly incorporated or created and validly subsisting under the laws of the jurisdiction of its incorporation, and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
 - (r) the performance and compliance with the terms hereof, the subscription for the Units and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with, or constitute a material default under, or create a state of facts that, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber (if the Subscriber is not an individual), applicable securities laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber;
 - (s) if the Subscriber is an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto;
 - (t) this Subscription Agreement and any other documents contemplated hereby, have been duly and validly authorized, executed and delivered by and constitute a legal, valid, binding and enforceable obligation of the Subscriber in accordance with its terms;
 - (u) in the case of a subscription by it for Securities acting as agent for a Disclosed Principal, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such Disclosed Principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such Disclosed Principal and the Subscriber acknowledges that the Corporation is required by law to disclose to certain principal regulatory authorities the identity of the Disclosed Principal for whom the Subscriber may be acting;
 - (v) the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Securities as may be required by any securities commission, stock exchange or other regulatory authority;
 - (w) the entering into of this Subscription Agreement and the transactions contemplated hereby, will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound;
 - (x) none of the funds the Subscriber is using to purchase the Securities represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**") or the *United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**Patriot Act**") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's (and if applicable, the Disclosed Principal's) name and other information relating to this Subscription Agreement and the Subscriber's (and if applicable, the Disclosed Principal's) subscription hereunder, on a confidential basis, pursuant to the *PCMLTFA* or the *Patriot Act*. To the best of its knowledge: (a) none of the subscription funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States or any other jurisdiction; or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
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- (y) the Subscriber acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber, and acknowledges that it is solely responsible for and has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for Securities and accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement;
 - (z) no person (including the Corporation) has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities;
 - (ii) that any person will refund the purchase price for the Securities; or
 - (iii) as to the future price or value of any of the Securities;
 - (aa) in making its decision to enter into this Agreement for the purchase of the Securities, the Subscriber has relied solely on the Corporation's current public disclosure record available on the system for electronic document analysis and retrieval at www.sedar.com and www.SEC.gov;
 - (bb) the Subscriber's offer to subscribe for Securities has not been induced by any representations with regard to the present or future value of the Securities;
 - (cc) the Subscriber is aware that: the Corporation may complete additional financings in the future to develop the proposed business of the Corporation and to fund its ongoing development; that there is no assurance that any financings will be available or, if available, that the financings will be available on reasonable terms; any future financings may have a dilutive effect on current securityholders, including the Subscriber (or a Disclosed Principal); and, if future financings are not available, the Corporation may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture;
 - (dd) there is no person acting or purporting to act in connection with the Offering who is entitled to any brokerage or finder's fee and if any person establishes a claim that any fee or other compensation is payable in connection with this subscription for Units, the Subscriber covenants to indemnify and hold harmless the Corporation with respect thereto and with respect to all costs reasonably incurred in the defence thereof;
 - (ee) the Subscriber is not purchasing Units with knowledge of material information concerning the Corporation that has not been generally disclosed;
 - (ff) the Subscriber does not act jointly or in concert with any other person for the purposes of the acquisition of the Securities; and
 - (gg) if the Subscriber, or any person for whom it is contracting hereunder, is a corporation or a partnership, syndicate, trust, association, or any other form of unincorporated organization or organized group of persons, the Subscriber or such person was not created and is not being used solely to permit purchases of or to hold securities without a prospectus in reliance on a prospectus and registration exemption (including but not limited to the "Minimum Investment Amount" exemption provided under section 2.10 of NI 45-106 or as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106) and it pre-existed the Offering and has a bona fide purpose other than investment in the Securities.
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General

13. **Accuracy of Representations and Warranties.** The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Securities. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation in determining the eligibility of a purchaser of Securities and the Subscriber agrees to indemnify the Corporation and its directors, officers, partners, employees and agents against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify the Corporation at its head office, to the attention of the Chief Financial Officer, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

14. **Responsibility for Costs.** The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Securities to the Subscriber shall be borne by the Subscriber.

15. **Collection of Personal Information.** This Subscription Agreement requires the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Securities under applicable securities legislation, preparing and registering certificates (or other evidence of subscription) representing the Common Shares and Warrants to be issued to the Subscriber and completing filings required by taxation authorities and any stock exchange or securities regulatory authority. Securities regulatory authorities in each of the provinces of Canada have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by securities regulatory authorities in Canada. If the Subscriber is resident in or otherwise subject to the securities laws applicable in another province of Canada, the information provided by the Subscriber on the first page of this Subscription Agreement identifying the name, address and telephone number of the Subscriber, the Securities being purchased hereunder and the subscription price, as well as the Closing Date and the exemption that the Subscriber is relying on in purchasing the Securities will be disclosed to the applicable securities regulatory authority, and such information is being indirectly collected by such securities regulatory authority under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of the applicable province. Each Subscriber (and for certainty, including each Disclosed Principal) hereby authorizes the indirect collection of such information by the applicable securities regulatory authority. In the event the Subscriber has any questions with respect to the indirect collection of such information by securities regulatory authorities, the Subscriber should contact the applicable securities regulatory authority at the addresses set out at Schedule B hereto. The Subscriber's (and if applicable, each Disclosed Principal's) personal information may be disclosed by the Corporation to: (a) regulatory authorities (including stock exchanges, if applicable); (b) the Corporation's registrar and transfer agent; (c) taxation authorities; and (d) any of the other parties involved in the Offering, including legal counsel. By executing this Agreement, the Subscriber (and if applicable, any other Disclosed Principal) is deemed to be consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Subscriber's personal information. The Subscriber (and if applicable, the Disclosed Principal) also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

16. **Governing Law.** The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

17. **Time of the Essence.** Time shall be of the essence hereof.

18. **Entire Agreement.** This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

19. **Assignment.** The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent for the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by the Subscriber without prior written consent of the other parties.

20. **Modification.** Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
21. **Severability.** The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.
22. **Agreement For Consideration.** The Subscriber, on its own behalf and, if applicable, on behalf of the Disclosed Principal, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of the Disclosed Principal.
23. **Currency.** In this Subscription Agreement, references to "\$" or "USD\$" are to American dollars.

SCHEDULE "A"

ACCREDITED INVESTOR QUESTIONNAIRE

The undersigned understands that the purpose of this Questionnaire is to permit Edesa Biotech, Inc. ("**Edesa**" or the "**Company**") to determine whether the undersigned is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"). The undersigned represents to Edesa that (i) the information contained herein is complete and accurate and may be relied upon by Edesa, and (ii) the undersigned will notify Edesa immediately of any change in any of such information.

All information furnished is for the sole use of Edesa and its counsel and will be held in confidence by Edesa and its counsel, except that this Questionnaire may be furnished to such parties as Edesa deems desirable to establish compliance with federal or state securities laws.

A. For Individuals:

The undersigned individual is an "accredited investor" for one or more of the following reasons (check all that apply):

- The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spousal equivalent (a cohabitant occupying a relationship generally equivalent to that of a spouse), presently exceeds \$1,000,000. For purposes of the foregoing, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the securities being offered (the "**Securities**") are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities. "Joint net worth" can be the aggregate net worth of a person and spouse or spousal equivalent; assets do not need to be held jointly to be included in the calculation.

 - The undersigned is an individual (not a partnership, corporation, etc.) who had (i) an individual income in excess of \$200,000 or (ii) joint income together with his or her spousal equivalent (a cohabitant occupying a relationship generally equivalent to that of a spouse) in excess of \$300,000, in each of the two most recent years and reasonably expect to reach the same income level in the current year. For purposes of the foregoing, "income" is not limited to "adjusted gross income" as that term is defined for federal income tax purposes, but rather includes certain items of income which are deducted in computing "adjusted gross income". For investors who are salaried employees, the gross salary of such investor, minus any significant expenses personally incurred by such investor in connection with earning the salary, plus any income from any other source including unearned income, is a fair measure of "income" for purposes of this question. For investors who are self-employed, "income" is generally construed to mean total revenues received during the calendar year minus significant expenses incurred in connection with earning such revenues.
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- The undersigned is a director, executive officer, or general partner of the Company, or any director, executive officer, or general partner of a general partner of the Company.
- The undersigned holds in good standing one or more of the following certifications, designations and/or credentials:
 - General Securities Representative license (Series 7)
 - Private Securities Offerings Representative license (Series 82)
 - Investment Adviser Representative license (Series 65)
- The undersigned is a “knowledgeable employee” as defined in Rule 3c-5(a)(4) under the Investment Company Act as amended (the “**Investment Company Act**”) with respect to the Company.
- The undersigned individual is not an “accredited investor” because none of the above apply.

B. For Entities:

The undersigned is an “accredited investor” because the undersigned falls within at least one of the following categories (check all that apply):

- A bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.
 - A broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
 - An insurance company as defined in Section 2(a)(13) of the Securities Act.
 - An investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act.
 - A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
 - A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, where such plan has total assets in excess of \$5,000,000.
 - An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (the “Employee Act”), where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the Employee Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or an employee benefit plan that has total assets in excess of \$5,000,000 or a self-directed plan the investment decisions of which are made solely by persons that are accredited investors.
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- A private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 as amended (the “Advisers Act”).
- An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.
- A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated” person, who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the Securities, owning “investments”, as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of \$5,000,000.
- A “family office” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act), (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Securities, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (a “Family Office”).
- A “family client” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act) of a Family Office whose prospective investment in the Company is directed by such Family Office pursuant to the above.
- An investment adviser registered pursuant to Section 203 of the Advisers Act or registered pursuant to the laws of a state.
- An investment adviser relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the Advisers Act.
- A “Rural Business Investment Company” as defined in Section 384A of the Farm and Rural Development Act.
- The undersigned is an entity all the equity owners of which, whether directory or indirectly, are “accredited investors” within one or more of the above categories. **If relying upon this Category alone, each equity owner that qualifies as an “accredited investors” must complete and deliver a separate copy of this Questionnaire. (Describe the entity below).**

Description: _____



The foregoing representations are true and accurate as of the date hereof.

Dated: _____, 2022.

INVESTOR

(Signature)

(Printed Name)

(Title, if not a natural person)

(Name of joint investor or other person whose signature is required)

(Signature)

(Title, if joint investor is not a natural person)

SCHEDULE "B"

CONTACT INFORMATION WITH RESPECT TO THE COLLECTION OF PERSONAL INFORMATION

<p>Alberta Securities Commission Suite 600, 250 - 5th Street SW Calgary, Alberta T2P 0R4</p> <p>Telephone: (403) 297-6454 Toll free in Canada: 1-877-355-0585 Facsimile: (403) 297-2082</p>	<p>Government of Nunavut Department of Justice Legal Registries Division P.O. Box 1000, Station 570 1st Floor, Brown Building Iqaluit, Nunavut X0A 0H0</p> <p>Telephone: (867) 975-6590 Facsimile: (867) 975-6594</p>
<p>British Columbia Securities Commission P.O. Box 10142, Pacific Centre 701 West Georgia Street Vancouver, British Columbia V7Y 1L2</p> <p>Inquiries: (604) 899-6854 Toll free in Canada: 1-800-373-6393 Facsimile: (604) 899-6581 Email: inquiries@bcsc.bc.ca</p>	<p>Ontario Securities Commission 20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Telephone: (416) 593-8314 Toll free in Canada: 1-877-785-1555 Facsimile: (416) 593-8122</p> <p>Email: exemptmarketfilings@osc.gov.on.ca Public official contact regarding indirect collection of information: Inquiries Officer</p>
<p>The Manitoba Securities Commission 500 - 400 St. Mary Avenue Winnipeg, Manitoba R3C 4K5</p> <p>Telephone: (204) 945-2548 Toll free in Manitoba: 1-800-655-5244 Facsimile: (204) 945- 0330</p>	<p>Prince Edward Island Securities Office 95 Rochford Street, 4th Floor Shaw Building P.O. Box 2000 Charlottetown, Prince Edward Island C1A 7N8</p> <p>Telephone: (902) 368-4569 Facsimile: (902) 368-5283</p>
<p>Financial and Consumer Services Commission (New Brunswick) 85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2</p> <p>Telephone: (506) -658-3060 Toll free in Canada: 1-866-933-2222 Facsimile: (506) 658-3059 Email: info@fcnb.ca</p>	<p>Autorité des marchés financiers 800, Square Victoria, 22e étage C.P. 246, Tour de la Bourse Montréal, Québec H4Z 1G3</p> <p>Telephone: (514) 395-0337 or 1-877-525-0337 Facsimile: (514) 864-6381 (For privacy requests only) Email: financementdessorcietes@lautorite.qc.ca (For corporate finance issuers)</p>
<p>Government of Newfoundland and Labrador Financial Services Regulation Division P.O. Box 8700 Confederation Building 2nd Floor, West Block Prince Philip Drive St. John's, Newfoundland and Labrador A1B 4J6</p> <p>Attention: Director of Securities Telephone: (709) 729-4189 Facsimile: (709) 729-6187</p>	<p>Financial and Consumer Affairs Authority of Saskatchewan Suite 601 - 1919 Saskatchewan Drive Regina, Saskatchewan S4P 4H2</p> <p>Telephone: (306) 787-5879 Facsimile: (306) 787-5899</p>

<p>Government of the Northwest Territories Office of the Superintendent of Securities P.O. Box 1320 Yellowknife, Northwest Territories X1A 2L9</p> <p>Attention: Deputy Superintendent, Legal & Enforcement Telephone: (867) 920-8984 Facsimile: (867) 873-0243</p>	<p>Government of Yukon Department of Community Services Law Centre, 3rd Floor 2130 Second Avenue Whitehorse, Yukon Y1A 5H6</p> <p>Telephone: (867) 667-5314 Facsimile: (867) 393-6251</p>
<p>Nova Scotia Securities Commission Suite 400, 5251 Duke Street Duke Tower, P.O. Box 458 Halifax, Nova Scotia B3J 2P8</p> <p>Telephone: (902) 424-7768 Facsimile: (902) 424-4625</p>	



Edesa Biotech Announces Closing of \$3.0 Million Private Placement Priced At-the-Market

TORONTO, ON / ACCESSWIRE / November 3, 2022 / Edesa Biotech, Inc. (NASDAQ:EDSA) (the "Company" or "Edesa"), a clinical-stage biopharmaceutical company focused on inflammatory and immune-related diseases, today announced the closing a private placement directly with investors priced at-the-market under the rules of the Nasdaq Stock Market of 2,691,337 common shares, 12-month warrants to purchase up to an aggregate of 1,345,665 common shares and 3-year warrants to purchase up to an aggregate of 1,345,665 common shares. Officers and directors of the Company purchased approximately \$0.5 million of the securities sold in the offering.

Each common share was sold together with one-half of a whole 12-month warrant to purchase one common share and one-half of a whole 3-year warrant to purchase one common share. The common shares and accompanying warrants were sold at a combined offering price of \$1.125. The warrants will be exercisable on the earlier to occur of (i) the date that is 60 days from the closing date and (ii) the date a registration statement for the common shares issuable upon exercise of the warrants is declared effective. The exercise price of the 12-month warrants is \$1.00, and the exercise price of the 3-year warrants is \$1.50.

The gross proceeds to the Company from this offering are approximately \$3.0 million, before offering expenses payable by the Company. The Company intends to use the net proceeds from this offering for the advancement of its clinical programs, including the completion of its Phase 2b study in allergic contact dermatitis, working capital and general corporate purposes.

The common shares and warrants described above were offered in a private placement under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Act"), and Regulation D promulgated thereunder and, along with the common shares underlying the warrants, have not been registered under the Act, or applicable state securities laws. Accordingly, the common shares, warrants and underlying common shares may not be offered or sold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Act and such applicable state securities laws. The common shares, warrants and the common shares underlying the warrants were offered to "accredited investors" within the meaning of the Canadian National Instrument 45-106 - Prospectus Exemptions. The securities issued will be subject to applicable Canadian hold periods imposed under applicable securities legislation.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or other jurisdiction.

About Edesa Biotech, Inc.

Edesa Biotech, Inc. (NASDAQ:EDSA) is a clinical-stage biopharmaceutical company focused on developing innovative treatments for inflammatory and immune-related diseases with clear unmet medical needs. The company's two lead product candidates, EB05 and EB01, are in later stage clinical studies. EB05 is a monoclonal antibody therapy that Edesa is developing as a treatment for Acute Respiratory Distress Syndrome (ARDS). Edesa is also developing an sPLA2 inhibitor, designated as EB01, as a topical treatment for chronic allergic contact dermatitis (ACD), a common, potentially debilitating condition and occupational illness. Sign up for [news alerts](#). Connect with Edesa Biotech on [Twitter](#) and [LinkedIn](#).

Edesa Forward-Looking Statements

This press release may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements may be identified by the use of words such as "anticipate," "believe," "plan," "estimate," "expect," "intend," "may," "will," "would," "could," "should," "might," "potential," or "continue" and variations or similar expressions, including statements related to the offering, including the use of proceeds. Readers should not unduly rely on these forward-looking statements, which are not a guarantee of future performance. There can be no assurance that forward-looking statements will prove to be accurate, as all such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results or future events to differ materially from the forward-looking statements. Such risks include: market and other conditions, those relating to the anticipated use of proceeds, the ability of Edesa to obtain regulatory approval for or successfully commercialize any of its product candidates, the risk that access to sufficient capital to fund Edesa's operations may not be available or may be available on terms that are not commercially favorable to Edesa, the risk that Edesa's product candidates may not be effective against the diseases tested in its clinical trials, the risk that Edesa fails to comply with the terms of license agreements with third parties and as a result loses the right to use key intellectual property in its business, Edesa's ability to protect its intellectual property, the timing and success of submission, acceptance and approval of regulatory filings, and the impacts of public health crises, such as COVID-19. Many of these factors that will determine actual results are beyond the Company's ability to control or predict. For a discussion of further risks and uncertainties related to Edesa's business, please refer to Edesa's public company reports filed with the U.S. Securities and Exchange Commission and the British Columbia Securities Commission. All forward-looking statements are made as of the date hereof and are subject to change. Except as required by law, Edesa assumes no obligation to update such statements.

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