**SUBSCRIPTION FOR COMMON SHARES**

**TO: [COMPANY NAME] (the “Corporation”)**

The undersigned (hereinafter referred to as the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase the number of common shares (“**Common Shares**”) in the capital of the Corporation, on the details set forth below for the aggregate consideration set forth below, representing a subscription price of Cdn. $**[PRICE]** per Common Share, upon and subject to the terms and conditions set forth in “Terms and Conditions of Subscription for Common Shares” of the Corporation attached hereto (the “**Subscription Agreement**”). **In addition to this face page, the Subscriber must also complete all applicable schedules attached hereto**.

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |
| --- |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Legal Name of Subscriber (Please Print)   By:\s1\                                          Signature of its Authorized Representative   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Official Title or Capacity (please print)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Signatory (please print name of individual whose  signature appears above if different than name of Subscriber) Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Social Insurance Number or Business Number as applicable  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Indicate if Subscriber is registered or required to be registered  under applicable securities legislation.  Yes/No \_\_\_\_\_\_\_\_\_\_\_\_  If Yes, please provide details below:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

 |

|  |
| --- |
| **Number of Common Shares Subscribed for:****Aggregate Subscription Amount: $**  |

 |
|

|  |
| --- |
| **Disclosed Beneficial Purchaser Information:** If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or otherwise 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, complete the following and ensure that Schedule A is completed in respect of such principal:  (Full Name of Principal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal’s Residential Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Telephone Number (including area code)) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Email address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

 |
|

|  |
| --- |
| **Register the Common Shares (if different from above) as follows:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account reference, if applicable  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address (including postal code)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |

 |

|  |
| --- |
| **Deliver the Common Shares (if different from address given) as follows:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account reference, if applicable  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address (including postal code) Telephone Number (including area code)  |

 |

**ACCEPTANCE:** The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement this          day of                , 2017.

**[COMPANY NAME]**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *This is the first page of an agreement comprised of 12 pages (excluding the Schedules hereto).*

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES OF [COMPANY NAME]**

# **Definitions.** In this Subscription Agreement:

## “**Aggregate Subscription Amount**” means the aggregate dollar amount of the subscription under this Subscription Agreement;

## “**Agreement**” means this subscription agreement, and all schedules and amendments to the Agreement;

## “**Closing Date**” means the date of closing of the Offering;

## “**Common Shares**”means Common Shares of the Corporation;

## “**Corporation**”means **[COMPANY NAME]**, a corporation incorporated under the laws of the Province of British Columbia;

## **“Offering”** shall have the meaning ascribed thereto in paragraph hereof; and

## “**Person**” means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind.

# **Acknowledgements of the Subscriber.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:

## this subscription is subject to rejection or acceptance by the Corporation in whole or in part, and is effective only upon acceptance by the Corporation;

## the Common Shares subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of a maximum of **[NUMBER]** Common Shares at a subscription price of Cdn. $**[PRICE]** per Common Share (the “**Offering**”);

## **BY EXECUTING THIS SUBSCRIPTION AGREEMENT, THE SUBSCRIBER (ON ITS OWN BEHALF AND, IF APPLICABLE, ON BEHALF OF EACH PERSON ON WHOSE BEHALF THE SUBSCRIBER IS CONTRACTING) ACKNOWLEDGES THAT THE CORPORATION IS NOT A “REPORTING ISSUER” IN ANY PROVINCE IN CANADA AND THE CORPORATION HAS NO OBLIGATION TO BECOME A REPORTING ISSUER. FURTHERMORE, THE APPLICABLE “RESTRICTED PERIOD” UNDER APPLICABLE SECURITIES LAWS WILL NOT COMMENCE UNTIL THE CORPORATION BECOMES A “REPORTING ISSUER” IN A PROVINCE OF CANADA AND UNTIL SUCH TIME AS THE APPLICABLE “RESTRICTED PERIOD” HAS EXPIRED THE SUBSCRIBER WILL NOT BE ABLE TO RESELL THE SECURITIES SUBSCRIBED FOR UNDER THIS SUBSCRIPTION AGREEMENT EXCEPT IN ACCORDANCE WITH LIMITED EXEMPTIONS UNDER APPLICABLE SECURITIES LEGISLATION;**

## **the Subscriber is responsible for obtaining such legal advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement; and**

## **the investment in the Common Shares is a risky investment and, as a result, the Subscriber may lose its entire investment.**

# **Representations, Warranties and Covenants of the Subscriber.** By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

## if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;

## if the Subscriber is not an individual, the Subscriber has the requisite power, authority, legal capacity and competence to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained;

## if the Subscriber is a body corporate, partnership, unincorporated association or other entity, the Subscriber is duly incorporated or created and validly subsisting under the laws of its jurisdiction of incorporation or creation;

## this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber;

## the execution, delivery and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber’s constating documents (if the Subscriber is not an individual) or any agreement to which the Subscriber is a party or by which it is bound;

## the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each beneficial purchaser for whom the Subscriber is acting):

### has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Common Shares;

###  is capable of assessing the proposed investment in the Common Shares as a result of the Subscriber’s own experience or as a result of advice received from a person registered under applicable securities legislation;

### is aware of the characteristics of the Common Shares and the risks relating to an investment therein; and

### is able to bear the economic risk of loss of its investment in the Common Shares;

## the Subscriber understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Common Shares;

## the Subscriber has been independently advised to consult with its own legal advisors as to restrictions with respect to trading in the Common Shares imposed by applicable securities legislation in the jurisdiction in which it resides or to which it is otherwise subject, 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 Common Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Common Shares subscribed for hereunder, except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable restricted period and compliance with the other requirements of applicable law; and it agrees that any certificates representing the Common Shares will bear a legend indicating that the resale of such securities is restricted;

## The ability to transfer the Common Shares is limited by, among other things, applicable securities laws and the Corporation’s articles of incorporation;

## The certificate representing the Common Shares or the ownership statement issued under a direct registration system or other electronic book-entry system, as the case may be, will bear, as of the Closing Date, legends substantially in the following form and with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER THE LATER OF: (I) [*DATE OF ISSUANCE*] AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESALE RESTRICTIONS AND RESTRICTIONS ON TRANSFER.”

## the Subscriber has not become aware of and the purchase of the Common Shares is not made through or as a result of any general solicitation or any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Common Shares;

## the Subscriber acknowledges that no prospectus has been filed by the Corporation with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Common Shares and the issuance is exempted from the prospectus requirements available under the provisions of applicable securities laws and as a result:

### the Subscriber may be restricted from using some of the civil remedies otherwise available under applicable securities laws;

### the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws; and

### the Corporation is relieved from certain obligations that would otherwise apply under applicable securities laws;

## the Subscriber confirms that neither the Corporation, nor any of its respective directors, employees, officers or affiliates, as applicable, has made any representations (written or oral) to the Subscriber:

###  regarding the future value of the Common Shares;

### that any person will resell or repurchase the Common Shares;

### that the Common Shares will ever be listed on any stock exchange or traded on any market; or

### that any person will refund the purchase price of the Common Shares other than as provided in this Subscription Agreement or pursuant to the articles of incorporation of the Corporation;

## the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Common Shares as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Common Shares, and has not relied upon any statements made by or purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, resale restrictions and “hold periods”;

## except for the Subscriber’s knowledge regarding its subscription for Common Shares hereunder, the Subscriber has no knowledge of a “material fact” or a “material change” (as those terms are defined under applicable securities laws) in the affairs of the Corporation that has not been generally disclosed;

## if the Subscriber is not an individual, the Subscriber pre-existed prior to the Offering and has a bona fide business other than the investment in the Common Shares and was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in Schedule “A” hereto;

## the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the “Subscriber’s Address” and the purchase by and sale to the Subscriber of the Common Shares, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;

## the Subscriber acknowledges that it and/or the Corporation may be required to provide applicable securities regulatory authorities or stock exchanges with information concerning the identities of the beneficial purchasers of the Common Shares and the Subscriber agrees that, notwithstanding that the Subscriber may be purchasing the Common Shares as agent for an undisclosed principal, the Subscriber will provide to the Corporation, on request, particulars as to the identity of such undisclosed principal as may be required by the Corporation in order to comply with the foregoing;

## the Subscriber understands and acknowledges that the Common Shares are being offered for sale only on a “private placement” basis and that the sale and delivery of the Common Shares are conditional upon such sale being exempt from the requirements as to the filing of a prospectus or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus;

## none of the funds that the Subscriber is using to purchase the Common Shares represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada) (the “**PCMLA**”) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLA, and to the best of the Subscriber’s knowledge: (i) the Aggregate Subscription Amount to be provided by the Subscriber: (A) has not been or will not be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) is not being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) the Subscriber 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;

## the Subscriber does not act jointly or in concert with any other person for the purposes of the acquisition of the Common Share;

## upon completion of a closing and acceptance by the Corporation of this Subscription Agreement, the Aggregate Subscription Amount is immediately releasable to the Corporation;

## there is no government or other insurance covering the Common Shares;

## the Subscriber satisfies one of subsections (i), (ii) or (iii) below:

### if the Subscriber is purchasing the Common Shares as principal for its own account and not for the benefit of any other person, and the Subscriber is an “accredited investor” as defined in National Instrument 45-106 - *Prospectus and Registration Exemptions* (“NI 45-106”) which definition is reproduced in the Exhibit to Schedule “A” attached hereto), the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in Schedule “A” attached hereto and the Subscriber has executed and delivered to the Corporation a Representation Letter in the form attached hereto as Schedule “A” indicating that the Subscriber fits within one of the categories of “accredited investor” set forth in such definition, **and** if such Subscriber is an individual (i.e. a natural person), the Subscriber has executed two (2) copies of the Form 45-106F9 *Form for Individual Accredited Investors* in the form attached hereto as Appendix I to Schedule “A” (one copy for each of the Corporation and the Subscriber);

### if the Subscriber is not purchasing the Common Shares as a principal (or as a deemed principal pursuant to NI 45-106) under Section hereof, it is duly authorized to enter into this Subscription Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each beneficial purchaser, each of whom 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 the resale or distribution of all or any of the Common Shares, it acknowledges that the Corporation is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Common Shares for whom it may be acting, it and each beneficial purchaser is resident in the jurisdiction set out as the “Subscriber’s Address” on the face page hereof, and each beneficial purchaser complies with Section or (iii) hereof by virtue of its place of residence or by virtue of the securities laws of such place being applicable to the Subscriber; or

### if the Subscriber is purchasing Common Shares as a “close personal friend” pursuant to the “private issuer” exemption, one (1) copy of the completed Close Personal Friend And/Or Close Business Associate Questionnaire attached as Schedule “B” hereto.

## prior to executing this Subscription Agreement, the Subscriber acknowledges that the Corporation has not advise, recommend or otherwise represent to the Subscriber that the Common Shares being subscribed for are suitable to the Subscriber, with regard to the Subscriber’s; (i) investment needs and objectives; (ii) financial circumstances, or (iii) risk tolerance;

## the Subscriber will not resell any of the Common Shares except in accordance with the provisions of applicable securities legislation and stock exchange rules;

## there is no assurance that the Common Shares will be listed and posted for trading on a stock exchange or dealer network in the future;

## the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, any other document describing the business and affairs of the Corporation, which has been prepared for delivery to and review by prospective purchasers in order to assist them in making an investment decision in respect of the purchase of Common Shares pursuant to the Offering;

## the Subscriber is aware that the Common Shares have not been and will not be registered under the *United States Securities Act of 1933,* as amended (the “**US. Securities Act**”) or the securities laws of any state and that the Common Shares may not be offered or sold, directly or indirectly, in the United States without registration under the US. Securities Act and applicable state securities laws or in compliance with requirements of an exemption from registration therefrom, and it acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act and applicable state securities laws in respect of the Common Shares;

## the Subscriber is not a “**U.S. Person**” (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Common Shares for the account or benefit of a U.S. Person or a person in the United States;

## the Subscriber represents and warrants that:

### the offer was not made to the Subscriber when the Subscriber was in the United States and, at the time the Subscriber’s buy order was made, the Subscriber was outside the United States;

### the Subscriber was outside the United States at the time this Subscription Agreement was executed and delivered;

### the Subscriber is not and will not be purchasing the Common Shares for the account or benefit of any person in the United States;

### the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act; and

### the Subscriber has no intention to distribute either directly or indirectly any of the Common Shares in the United States, except in compliance with the US. Securities Act and applicable state securities laws;

## the Subscriber undertakes and agrees that it will not offer or sell any of the Common Shares 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;

## if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, 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 Common Shares;

## the Subscriber is not a “control person” of the Corporation, as that term is defined in the *Securities Act* (British Columbia), will not become a “control person” of the Corporation by purchasing the number of Common Shares subscribed for under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;

## the Subscriber has relied solely upon publicly available information relating to the Corporation and has not relied upon any other visual, verbal or written representation as to fact or otherwise made by or on behalf of the Corporation except as expressly set forth herein;

## the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development. There is no assurance that such financing will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on holders of Common Share, including the Subscriber;

## the Corporation may pay a finder’s fee on the subscription of the Subscriber; and

## THE SUBSCRIBER ACKNOWLEDGES THAT AN INVESTMENT IN THE COMMON SHARES IS SUBJECT TO A NUMBER OF RISK FACTORS. THERE IS CURRENTLY NO MARKET FOR ANY OF THE COMMON SHARES, AND ONE MAY NEVER DEVELOP. IT MAY BE DIFFICULT OR EVEN IMPOSSIBLE FOR A SUBSCRIBER TO SELL ANY OF THE COMMON SHARES. RESALE OF SUCH COMMON SHARES WILL REQUIRE THE AVAILABILITY OF EXEMPTIONS FROM THE PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LEGISLATION, OR THE APPLICATION FOR A DISCRETIONARY ORDER OF THE SECURITIES COMMISSION OR SIMILAR REGULATORY AUTHORITY IN THE SUBSCRIBER’S PROVINCE OF RESIDENCE PERMITTING THE TRADE. THE SUBSCRIBER COVENANTS AND AGREES TO COMPLY WITH APPLICABLE SECURITIES LEGISLATION, ORDERS OR POLICIES CONCERNING THE PURCHASE, HOLDING OF, AND RESALE OF THE COMMON SHARES.

# **Representations, Warranties and Covenants of the Corporation.** The Corporation hereby represents and warrants to, and covenants with, the Subscriber that:

## The Corporation is incorporated and validly existing under the laws of the Province of British Columbia.

## The Corporation has the full corporate right, power and authority to execute and deliver this Agreement, to issue the Common Shares to the Subscriber and to incur and renounce to the Subscriber, Qualifying Expenditures in an amount equal to the Commitment Amount prior to the Termination Date.

## The Corporation or its subsidiaries, if any, is licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make licensing, registration or qualification necessary and is carrying on the business thereof in compliance with all applicable laws, rules and regulations of each such jurisdiction.

## Upon acceptance, this Agreement will constitute a binding obligation of the Corporation enforceable against the Corporation in accordance with its terms.

## The Corporation shall ensure that the Common Shares shall, upon issuance in accordance with their terms, be duly issued as fully paid and non-assessable securities in the capital of the Corporation.

# **Timeliness of Representations, etc.** The Subscriber and the Corporation agree (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the representations, warranties and covenants of the Subscriber and the Corporation herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Common Shares for a period of 12 months.

# **Indemnity.** The Subscriber acknowledges that the Corporation and its counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Common Shares) to purchase Common Shares under the Offering, and hereby agrees to indemnify the Corporation and its respective directors, officers, employees, advisers, affiliates, shareholders and agents (including its legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time. The Corporation acknowledges that the Subscriber is relying upon the representations, warranties and covenants of the Corporation set forth herein in and hereby agrees to indemnify the Subscriber against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Corporation undertakes to immediately notify the Subscriber of any change in any statement or other information relating to the Corporation set forth herein that occurs prior to the Closing Time. In no event will the Corporation be liable to the Subscriber for any indirect, special or consequential damages including loss of profits.

# **Deliveries by Subscriber prior to Closing.** The Subscriber agrees to deliver to the Corporation, or as the Corporation may direct, not later than 5:00 p.m. (Toronto time) on the date which is two business days before the Closing Date (or two business days before any amended Closing Date of which the Subscriber receives notice):

## this duly completed and executed Subscription Agreement;

##  a wire transfer in an amount equal to the Aggregate Subscription Amount pursuant to the instructions on the cover page to this Subscription Agreement, or payment of the same amount in such other manner as is acceptable to the Corporation;

## a properly completed and duly executed copy of the appropriate investor qualification form(s) as summarized on the instruction sheet accompanying this Subscription Agreement; and

## such other documents as may be requested by the Corporation contemplated by this Subscription Agreement.

# **Partial Acceptance or Rejection of Subscription.** The Corporation may, in its absolute discretion, accept or reject the Subscriber’s subscription for Common Shares as set forth in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the number of Common Shares subscribed for under this Subscription Agreement.

Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional upon among other things, the sale of the Common Shares to the Subscriber being exempt from any prospectus requirements of applicable securities laws. The Corporation will be deemed to have accepted this Subscription Agreement upon the delivery at Closing of the certificates representing the Common Shares to the Subscriber or upon the direction of the Subscriber in accordance with the provisions hereof.

If this Subscription Agreement is rejected in whole, any cheque(s) or bank draft(s) delivered by the Subscriber to the Corporation on account of the Aggregate Subscription Amount for the Common Shares subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Corporation exceeds the subscription price of the number of Common Shares sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement will be promptly delivered to the Subscriber without interest.

# **Time and Place of Closing.** The sale of the Common Shares will be completed at the offices of the Corporation in Vancouver, British Columbia at 2:00 p.m. (PST) or such other time or place as the Corporation may determine (the “**Closing Time**”) on the Closing Date. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur.

# **Subject to Regulatory Approval.** The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.

# **Governing Law.** The contract arising out of acceptance of this Subscription Agreement by the Corporation shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

# **Time of Essence.** Time shall be of the essence of this Subscription Agreement.

# **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.

# **Facsimile or Electronic Copies.** The Corporation shall be entitled to rely on delivery of a facsimile or electronic copy of executed subscriptions, and acceptance by the Corporation of such facsimile or electronic subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

# **Counterpart**. This Subscription Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement

# **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.

# **Survival.** The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

# **Interpretation**. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, all references to money amounts are to Canadian dollars unless otherwise indicated.

# **Amendment**. Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

# **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 Common Shares to the Subscriber shall be borne by the Subscriber.

# **Assignment**. Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.

# **Language**. The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Common Shares be drawn up in the English language only.

**PRIVACY NOTICE**

This Subscription Agreement and the Schedules hereto require the Subscriber to provide certain personal information (respecting the Subscriber and, if applicable, the beneficial purchaser for whom the Subscriber is contracting) to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the eligibility of the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting, to purchase the Common Shares under applicable securities laws, preparing and registering certificates representing the Common Shares to be issued hereunder and completing filings required under applicable securities legislation, regulations, rules, policies or orders or by any stock exchange or securities regulatory authority.

In addition, such personal information may be used or disclosed by the Corporation for the purpose of administering the Corporation’s relationship with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting. For example, such personal information may be used by the Corporation to communicate with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting (such as by providing annual or quarterly reports), to prepare tax filings and forms or to comply with its obligations under taxation, securities and other laws (such as maintaining a list of holders of shares).

Certain securities commissions 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. In Ontario, the Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-8086, Facsimile: (416) 593-8252 is the public official who can answer questions about the indirect collection of personal information.

In connection with the foregoing, the personal information of the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting, may be disclosed by the Corporation (if applicable) to: (i) any stock exchanges or securities regulatory or taxation authorities; (ii) the Corporation’s registrar and transfer agent (if applicable), and (iii) any of the other parties involved in the Offering, including legal counsel, and may be included in record books prepared in respect of the Offering.

By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of the beneficial purchaser for whom it is contracting) hereby consents to the collection, use and disclosure of such personal information. The Subscriber (on its own behalf and, if applicable, on behalf of the beneficial purchaser for whom it is contracting) also consents to the filing of copies or originals of any of the documents provided to the Corporation by or on behalf of the Subscriber with any securities regulatory authority in relation to the transactions contemplated by this Subscription Agreement.

**SCHEDULE “A”
CERTIFICATE OF ACCREDITED INVESTOR**

**TO:** **[COMPANY NAME]** (the **“Corporation”**)

In connection with the purchase by the undersigned purchaser and joint purchaser (each, a “**Subscriber**”) of Common Shares of the Corporation, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, certifies for the benefit of the Corporation that the Subscriber is an “accredited investor” (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* (“NI 45-106”)) as indicated below:

A Subscriber who qualifies as an “accredited investor” by virtue of being an individual described in sections (j), (k) or (l) below, must also complete a risk acknowledgement (Form 45-106F9 - *Form For Individual Accredited Investors*) attached as Appendix I to this Certificate.

*(Please refer to the Explanatory Notes at the end of this Certificate for further clarification.)*

**PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY:**

|  |  |
| --- | --- |
| (a)   except in Ontario, a Canadian financial institution, or a Schedule III bank, |  |
| (b)   except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada), |  |
| (c)   except in Ontario, 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, |  |
| (d)   except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, |  |
| (e)   an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d), |  |
| (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), |  |
| (f)   except in Ontario, 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, |  |
| (g)   except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comite de gestion de la taxe scolaire de l’ıle de Montreal or an inter municipal management board in Quebec, |  |
| (h)   except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government, |  |
| (i)    except in Ontario, 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, |  |
| (j)    an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $1 000 000, | {if (QualifictionToPurchaseAccreditedInvestor.PersonalAccreditedInvestorCategory = 1 )}{{Int\_es\_:signer1:initials}} { end if } |
| (j.1)             an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $5 000 000, |  |
| (k)   an individual whose net income before taxes exceeded $200 000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300 000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, |  |
| (l)    an individual who, either alone or with a spouse, has net assets of at least $5 000 000, |  |
| (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, |  |
| (n)   an investment fund that distributes or has distributed its securities only to(i)     a person that is or was an accredited investor at the time of the distribution,(ii)    a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*], or 2.19 [*Additional investment in investment funds*], or(iii)  a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*], |  |
| (o)   an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt, |  |
| (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, |  |
| (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, |  |
| (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, |  |
| (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, |  |
| (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, |  |
| (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, |  |
| (v)   a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investor, or |  |
| (w) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors 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; |  |

|  |  |  |
| --- | --- | --- |
| **\_\s1\\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature of the Subscriber  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature of Witness |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name of the Subscriber  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name of Witness |
| **Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,20**\_\_\_**  |  |  |
| **If the Joint Subscriber, if any, is an Individual:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature of the Joint Subscriber  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature of Witness |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name of the Joint Subscriber  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name of Witness |
| **If the Subscriber is a Corporation, a Partnership or a Trust:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name of Entity  |  |  |
| By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Name and Title of Authorized Signatory  |

*Explanatory Notes:*

1. ***“individual”*** *is defined in the securities legislation of certain jurisdictions to mean a natural person, but does not include a partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;*

1. ***“financial assets”*** *means: (a) cash;(b) securities; or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate.* ***The value of the Subscriber’s personal residence is not included in a calculation of financial assets.***

1. ***“net assets”*** *means all of the Subscriber’s total assets minus all of the Subscriber’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a Subscriber’s personal residence and other real estate and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Subscriber’s personal residence.*

1. ***“related liabilities”*** *means liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets or liabilities that are secured by financial assets.* ***Income tax should be considered a liability if the obligation to pay it is outstanding at this time.***

1. ***“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), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta).*

**APPENDIX I 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: **[TYPE]**  | Issuer: **[COMPANY NAME]**  |
| Purchased from: ISSUER  |
| **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.]*  |  \i1\ |
| **Liquidity risk -** You may not be able to sell your investment quickly - or at all. |  \i1\ |
| **Lack of information -** You may receive little or no information about your investment. |  \i1\ |
| **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.  |  \i1\ |
| **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.
 | \i1\  |
| * 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): Harry Chew |
| Telephone: ⚫ | Email: ⚫ |
| Name of firm (if registered):  |
| **SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**  |
| **6. For more information about this investment**  |
| **[COMPANY NAME]** ⚫Tel: ⚫Attention: ⚫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. *This form does not mandate the use of a specific font size or style but the font must be legible.*
2. *The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*
3. *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”
CLOSE PERSONAL FRIEND AND/OR CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE**

**TO: [COMPANY NAME]** (the “**Corporation**”)

**All Subscribers must complete this form including individuals who are:**

1. a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer, founder or control person of the Corporation;
2. a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer, founder or control person of the Corporation;
3. a close personal friend of a director, executive officer, founder or control person of the Corporation; or
4. a close business associate of a director, executive officer, founder or control person of the Corporation.

**You do not need to complete this form if you are:**

1. a director, officer, employee, founder or control person of the Corporation; or
2. a director, officer or employee of an affiliate of the Corporation.

For the purposes of this certificate “close personal friend” means that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual. For the purposes of this certificate “close business associate” means that you have had a direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a casual business associate or person introduced or solicited for the purpose of purchasing securities or a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual.

|  |  |
| --- | --- |
| Name of director, executive officer, control person or founder: |  |
| Length of Relationship: |  |
| Details of Relationship: |  |
| Prior Business Dealings (if applicable): |  |

The undersigned understands that the Corporation is relying on this information in determining to sell securities to the undersigned in a manner exempt from the prospectus and registration requirements of the applicable securities laws.

The undersigned has executed this Questionnaire as of the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20      .

If a Corporation, Partnership or other Entity: If an Individual:

|  |  |  |
| --- | --- | --- |
| Name of Entity |  | Signature |
|  |  |  |
| Signature of Person Signing |  | Name of Individual |
|  |  |  |
| Title of Person |  |  |

|  |
| --- |
| Confirmation of relationship from the applicable director, officer, employee, founder or control person of the Corporation: |
| Name | Date: | Signature: |