

SUBSCRIPTION AGREEMENT

TO: Issuer Co. (the “Corporation”)

The undersigned hereby irrevocably subscribes for the securities set out below subject to the terms and conditions set forth in this Subscription Agreement.

<p>Full legal name of Subscriber (including middle name(s), for individuals):</p> <p>By: (Signature of Subscriber or Authorised Signatory)</p> <p>(Official Capacity or Title – if the Subscriber is not an individual)</p> <p>(Name of individual whose signature appears above if different than the name of the subscriber printed above.)</p> <p>(Subscriber’s Address, including Province/State and Postal/Zip Code)</p> <p>(Telephone Number)</p> <p><u>(Offline Investor)</u></p> <p>(E-Mail Address)</p>	<p>Number of securities: Common Shares Aggregate Subscription Price: \$0.00 CAD</p> <p>Complete the following if purchasing as agent or trustee for a principal (a “Disclosed Principal”) unless purchasing as trustee or agent for a fully managed account pursuant to certain of the categories of accredited investor.</p> <p>(Name of Disclosed Principal)</p> <p>(Address of Disclosed Principal)</p> <p>Account Reference (if applicable)</p> <p>(Telephone number of Disclosed Principal)</p>
<p><u>REGISTRATION INSTRUCTIONS AS SET FORTH BELOW:</u></p> <p><input type="checkbox"/> <u>Same as above</u></p> <p><u>ITF</u> (Name)</p> <p>(Account Reference, if applicable)</p> <p>(Address)</p>	<p><u>DELIVERY INSTRUCTIONS AS SET FORTH BELOW:</u></p> <p><input type="checkbox"/> <u>Same as above</u></p> <p>(Name)</p> <p>(Account Reference, if applicable)</p> <p>(Address)</p> <p>(Telephone Number)</p>

ADDITIONAL SUBSCRIBER INFORMATION

The Subscriber does ☐ or does not ☐ hold existing securities of Issuer Co.

If yes, the additional securities held are as follows:

The Subscriber or Disclosed Principal, as the case may be:

☐ **is** or ☐ **is not** a "Member" of the "Pro Group", as such terms are defined in the Corporate Finance Manual of the TSX Venture Exchange,

☐ **is** or ☐ **is not** a "Related Party" of the Corporation, as such term is defined in applicable Securities Laws,

☐ **is** or ☐ **is not** a "Registrant" (a person registered or required to be registered under securities legislation);

☐ **is** or ☐ **is not** an "Insider" of the Corporation, as such term is defined in applicable Securities Laws,

☐ **will** or ☐ **will not** be an "Insider" of the Corporation on closing of the Offering, as such term is defined in applicable Securities Laws,

☐ **will** or ☐ **will not** hold 5% or more of the issued and outstanding shares of the Corporation on closing of the Offering on either an undiluted or diluted basis.

☐ has previously filed with the TSX Venture Exchange a Form 4C Corporate Placee Registration Form, and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the TSX Venture Exchange up to the date of this Agreement; or

☐ hereby delivers to the Corporation a duly signed and completed Form 4C Corporate Placee Registration Form, in the form attached hereto as Exhibit G for filing with the TSX Venture Exchange.

ACCEPTANCE

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

Dated as of

Issuer Co.

By:

Authorized Signing Officer

TERMS & CONDITIONS OF SUBSCRIPTION

TO: **Issuer Co.** (the “**Corporation**”)

This subscription plus these terms and conditions, the completed and executed schedules and appendices attached hereto are collectively referred to as the “**Subscription Agreement**”. The undersigned (the “**Purchaser**”) hereby irrevocably subscribes for such number of Common Shares as stated on the details page above at a purchase price equal to the Subscription Price.

The Purchaser agrees to be bound by the Terms and Conditions including without limitation the terms, representations, warranties and covenants addressed to the Corporation set forth in the applicable schedules, including the terms set out in the term sheet attached hereto, and agrees that the Corporation may fully rely upon the covenants, representations and warranties contained in this Subscription Agreement.

The Purchaser must complete and execute this Subscription Agreement and execute the Certificate of Accredited Investor attached hereto.

General

The Purchaser acknowledges and agrees to comply with any relevant securities legislation, order, rule, regulation or policy concerning the purchase, holding and resale of the Common Shares.

The Purchaser agrees that this subscription (the “**Subscription**”) is given for valuable consideration and shall not be withdrawn or revoked by the Purchaser. This Subscription Agreement and the payment for the Subscription shall be returned without interest or deduction to the Purchaser at the address indicated above if this Subscription is not accepted. If the Subscription is accepted only in part, that portion of the Subscription Amount for the Common Shares which is not accepted will be promptly delivered or mailed to the Purchaser without interest.

The Purchaser hereby acknowledges that its subscription for the Common Shares pursuant to this Agreement is part of a larger offering of Common Shares being issued by the Company on a private placement basis pursuant to a series of common share subscription agreements, in the same form and substance as this Agreement, with certain other investors acceptable to the Company for aggregate gross proceeds of up to \$_____ (the “**Offering**”).

Closing

The first closing of this offering (the “**Closing**”) is expected to occur on or about _____ or such other date(s) or time(s) as the Corporation may determine. The transactions contemplated hereby will be completed electronically through the software provided by Dealmaker.Tech. The Purchaser acknowledges that receipts and acknowledgments representing the Common Shares will be available for delivery at the time of Closing (the “**Closing Time**”) against payment of the Subscription Price.

Payment

The purchase price for the Securities shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement. Subscriber shall deliver a signed copy of this Subscription Agreement along with payment for the aggregate purchase price of the Securities by debit card, credit card, ACH electronic transfer, wire transfer, or check to an account designated by the Company, or by any combination of such methods. The options for payment are set out in the funding schedule to this Subscription Agreement.

Representations and Warranties of the Purchaser

The Purchaser represents, warrants, acknowledges and covenants to and in favour of the Corporation, as follows:

1. the Purchaser, if a corporation, is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof;
2. this Subscription Agreement will constitute a legal, valid and binding contract of the Purchaser, enforceable against the Purchaser in accordance with its terms entered into voluntarily by the Purchaser;
3. the entering into of this Subscription Agreement and the transactions contemplated hereby and thereby will not result in the violation of any terms or provisions of any law applicable to or the organizational or governing documents of, the Purchaser or of any agreement, written or oral, to which the Purchaser may be a party or by which it is or may be bound;
4. the Purchaser is a resident of, or is otherwise subject to, the securities laws of the jurisdiction referred to under “Name and Address of Purchaser” on the cover page of this Subscription Agreement, which address is the residence or place of business of the Purchaser and is not created or used solely for the purpose of acquiring the Common Shares and the Purchaser is not purchasing the Common Shares for the account or benefit of any person in any jurisdiction other than

such jurisdiction;

5. If not a resident of Canada:

- a. the Purchaser is knowledgeable of, or has been independently advised as to, the securities laws having application to the Purchaser and the purchase by the Purchaser of the Common Shares other than the laws of Canada and the United States, and all regulatory notices, orders, regulations, policies and other instruments incidental thereto (the “**International Securities Laws**”), if any, which apply to the Purchaser and the purchase by the Purchaser of the Common Shares;
 - b. the Purchaser is purchasing the Common Shares pursuant to an exemption from any prospectus, registration or similar requirements under International Securities Laws, or, if such is not applicable, the Purchaser is permitted to purchase the Common Shares under International Securities Laws without the need to rely on exemptions;
 - c. International Securities Laws do not (or will not) require the Corporation to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction with respect to the purchase by the Purchaser of the Common Shares (or the issuance to the Purchaser of the Common Shares);
 - d. the distribution of the Common Shares to the Purchaser by the Corporation complies (or will comply) with all International Securities Laws;
6. the Purchaser understands that the Common Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or any applicable state securities laws;
7. the Purchaser understands and acknowledges that the Corporation is under no obligation and has no present intention to register the resale of the Common Shares on its behalf under the Securities Act or to assist the Purchaser in complying with an exemption from registration therefrom and the Purchaser understands that the Corporation is not required to file and does not file in the United States periodic reports pursuant to Sections 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, and there is no public market for the Common Shares in the United States and no such market is expected or intended to develop;
8. the Purchaser understands that it may not offer, sell or transfer the Common Shares within the United States, unless the Common Shares are registered under the Securities Act and the securities laws of all applicable states or an exemption from such requirement is available and that the Purchaser has no rights to require the Corporation to register its securities;
9. the Purchaser has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder in the Common Shares and is able to bear the economic risk of loss of such investment. The Purchaser understands that the purchase of the Common Shares is a speculative investment and involve a high degree of risk. The Purchaser acknowledges and agrees that it is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the transactions contemplated hereunder;
10. the Purchaser acknowledges and agrees that the offer, sale and delivery of the Common Shares to the Purchaser is conditional upon such offer, sale and delivery being exempt from the requirements under applicable securities laws requiring the filing of a prospectus in connection with the distribution of the Common Shares or upon the issuance of such rulings, orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus;
11. the Purchaser is acting for its own account and is acquiring the Common Shares as principal, to be held for investment purposes only and not with a view to resale or distribution (or the Purchaser is a duly licensed trust company or insurance company, or a duly registered dealer or adviser and is subscribing for the Common Shares for the portfolio of a person managed solely by such company, dealer or adviser), and meets the definition of “accredited investor” pursuant to National Instrument 45-106 – *Prospectus Exemptions*;
12. the Purchaser has had the opportunity to ask and have answered any and all questions which the Purchaser wished with respect to the business and affairs of the Corporation, the Common Shares and the Subscription hereby made;
13. the Purchaser understands that there is not currently any public market, nor is there any assurance that a public market will develop, for the Common Shares; and it may not be possible to sell or dispose of the Common Shares;
14. the Purchaser has not received or been provided with a prospectus within the meaning of the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada and the applicable policy statements issued by the securities regulators in each of the provinces of Canada, or any sales or advertising literature in connection with the Offering and the Purchaser’s decision to subscribe for the Common Shares was not based upon, and the Purchaser has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation (other than the term sheet attached hereto, if any);
15. the Purchaser will execute and deliver all documentation as may be required by applicable securities laws, rules and regulations or by the Corporation, as the case may be, to permit the purchase of the Common Shares on the terms herein set forth;
16. the Purchaser is aware that: (a) the Corporation is relying on exemptions from the requirements under applicable securities laws to provide the Purchaser with a prospectus, and no prospectus has been filed by the Corporation with any stock exchange or regulatory authority in connection with the issuance of the Common Shares; (b) no stock exchange, governmental agency, securities commission or similar regulatory authority has reviewed or passed on or made any finding or determination as to the merits of, or made any recommendation or endorsement with respect to, the Common Shares; (c) there is no government or other insurance covering the Common Shares; and (d) there are

risks associated with the purchase of the Common Shares.

17. the Purchaser understands that investors who acquire securities by way of a private placement have significantly fewer rights and remedies available to them than investors who acquire securities offered by a prospectus. For example, investors who acquire securities by way of a private placement do not have the benefit of certain statutory remedies against a Corporation's agents, auditors, directors and officers that may be available to investors who acquire securities offered by a prospectus. The Purchaser is also aware that the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement; and
18. none of the funds being used to purchase the Common Shares are to the Purchaser's knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Common Shares which will be advanced by the Purchaser to the Corporation hereunder will not represent proceeds of a crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and similar laws and regulations in the United States and the Purchaser acknowledges that the Corporation may in the future be required by law to disclose the Purchaser's name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge, none of the funds to be provided by the Purchaser or the beneficial purchaser are being tendered on behalf of a person or entity that has not been identified to the Purchaser. The Purchaser shall promptly notify the Corporation if the Purchaser or the beneficial purchaser discovers that any of such representations cease to be true, and agrees to provide the Corporation with appropriate information in connection therewith.
19. the Purchaser has not received any document purporting to describe the business and affairs of the Corporation, and/or any other material that, considered together, would constitute an "offering memorandum" as such term is defined under applicable securities laws.

The foregoing representations, warranties, agreements, undertakings and acknowledgments are made by the Purchaser with the intent that they be relied upon by the Corporation in determining its suitability as a purchaser of the Common Shares and the Purchaser hereby agrees that such representations, warranties, agreements, undertakings and acknowledgments shall survive its purchase of the Common Shares. In addition, the Purchaser undertakes to notify immediately the Corporation at the address set forth above of any change in any representation, warranty or other information relating to the Purchaser set forth in this Subscription Agreement.

Representations and Warranties of the Corporation

The Corporation represents, warrants, acknowledges and covenants to and in favour of the Purchaser, and acknowledges that the Purchaser is relying on such representations, warranties, acknowledgements and covenants in entering into this Subscription Agreement, as follows:

1. The Corporation is validly existing under the laws of the Province of Ontario, is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction, except where the failure to be so registered or licensed would not have a material adverse effect on the Corporation, and is duly qualified to carry on its business as now conducted and to own its properties and assets, and the Corporation has all requisite corporate power and authority to execute, deliver and carry out its obligations under this Subscription Agreement.
2. All consents, approvals, permits, authorizations or filings as may be required under any statute, rule or regulation applicable to the Corporation necessary for: (i) the execution and delivery of this Subscription Agreement; (ii) the issuance and sale of the Common Shares; and (iii) the completion of the transactions contemplated hereby, have been made or obtained, as applicable.
3. The execution and delivery of this Subscription Agreement, the performance by the Corporation of its obligations hereunder, including the issue and sale of the Common Shares, and the consummation of the transactions contemplated in this Subscription Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (i) any statute, rule or regulation applicable to the Corporation; (ii) the constituting documents, by-laws or resolutions of the Corporation; (iii) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Corporation is a party or by which it is bound, except where such breach, violation or default would not have a material adverse effect on the Corporation; or (iv) any judgment, decree or order binding the Corporation or the property or assets of the Corporation.
4. As at the Closing, this Subscription Agreement will be duly authorized, executed and delivered by the Corporation. This Subscription Agreement constitutes a valid and binding obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
5. As at the Closing, the Common Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation.
6. The authorized capital of the Corporation consists of an unlimited number of Common Shares of which

_____ Common Shares will be issued and outstanding as of immediately prior to the Closing Time.

7. No holder of outstanding securities of the Corporation is entitled to any pre-emptive or any similar rights to subscribe for any of the Common Shares offered pursuant to this Subscription Agreement, except as set out in the Shareholders Agreement of the Corporation.
8. Other than as disclosed to the Purchaser, no legal or governmental proceedings are pending to which the Corporation is a party or to which its property is subject that would result individually or in the aggregate in any material adverse change in the business, operations, affairs, prospects, assets, liabilities (contingent or otherwise), financial condition or capital of the Corporation and, to the knowledge of the Corporation, no such proceedings have been threatened against or are contemplated with respect to the Corporation, or its properties or assets.
9. The Corporation has conducted and is conducting its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on business and has not received a notice of non-compliance, nor knows of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a material adverse effect on the Corporation.
10. All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, customs duties and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by the Corporation have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a material adverse effect on the Corporation. All tax returns, declarations, remittances and filings required to be filed by the Corporation have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would have a material adverse effect on the Corporation. To the best knowledge of the Corporation, no examination of any tax return of the Corporation is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Corporation. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Corporation.
11. The Corporation is not in violation of its articles or by-laws or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound except where such violation or default in performance would not have a material adverse effect on the Corporation.
12. The Corporation is the sole legal and beneficial owner of, has good and marketable title to, and owns all right, title and interest in all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever ("**Intellectual Property**") that has been developed, or that is being developed, by or for the Corporation, or that is being used, or is proposed to be used, by the Corporation (collectively, the "**Corporation IP**") free and clear of all encumbrances, charges, covenants, conditions, options to purchase and restrictions or other adverse claims or interests of any kind or nature and the Corporation has no knowledge of any claim of adverse ownership in respect thereof. No consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Corporation IP and no Corporation IP comprises an improvement to any Intellectual Property licensed by the Corporation that would give any person any rights to Corporation IP, including, without limitation, rights to license Corporation IP.
13. The Corporation has not received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Corporation IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor is there a reasonable basis for any claim that any person other than the Corporation has any claim of legal or beneficial ownership or other claim or interest in any Corporation IP.
14. All applications for registration of any Corporation IP that is the subject of registration or application therefor ("**Registered IP**") are in good standing, stand in the name of the Corporation and have been filed in a timely manner in the appropriate offices to preserve the rights thereto and, in the case of a provisional application, the Corporation confirms that all right, title and interest in and to the invention(s) disclosed in such application have been assigned in writing (without any express right to revoke such assignment) to the Corporation. The Corporation has prosecuted, and is prosecuting, such applications diligently. To the knowledge of the Corporation, there has been no public disclosure, sale or offer for sale of any Corporation IP anywhere in the world that may prevent the valid issue of all available Intellectual Property rights in such Corporation IP.
15. All registrations of Registered IP are in good standing and are recorded in the name of the Corporation in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Registered IP has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained.
16. To the Corporation's knowledge, the conduct of the business of the Corporation has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property right of any person.
17. There are no: (i) actions, suits or proceedings, at law or in equity, by any person; (ii) grievance, arbitration or alternative

dispute resolution process; or (iii) administrative or other proceeding by or before (or to the knowledge of the Corporation any investigation by) any governmental entity, in any such case, affecting, pending, or, to the knowledge of the Corporation, threatened against the Corporation which if determined adversely would have a material adverse effect on the Corporation, and the Corporation does not know of any valid basis for any such action, complaint, grievance, suit, proceeding, arbitration or investigation. The Corporation is not subject to any judgment, order or decree entered in any lawsuit or proceeding.

18. Conditions of Closing

Each of the Purchaser and the Corporation acknowledges that the obligations of the other party to complete the transactions contemplated by this Subscription Agreement are subject to, among other things, the following conditions:

- a. payment by the Purchaser to the Corporation of the Subscription Price;
- b. the Subscriber having properly completed, signed and delivered this Subscription Agreement;
- c. the Subscriber having properly completed, signed and delivered any attachments hereto
- d. the Subscriber having properly completed, signed and delivered Form of Acknowledgment in respect of the Shareholders Agreement;
- e. the representations and warranties of each of the Purchaser and the Corporation being true and correct as at the Closing Time; and
- f. the Subscriber having properly completed, signed and delivered all other documentation as may be reasonably required by the Corporation or pursuant to the terms of this Subscription Agreement including any other documentation required under the securities laws or with any securities commission, securities regulatory authority, stock exchange or other governmental or regulatory authority.

19. Security Certificates

The Purchaser hereby waives the right to receive a security certificate in respect of the Common Shares purchased pursuant hereto, and chooses to receive instead a non-transferable written acknowledgement of the right to obtain such a security certificate from the Corporation.]

Shareholders Agreement

The Purchaser hereby acknowledges and agrees that the issuance of the Common Shares will be conditional on subscribers executing and delivering transaction documents, resolutions, consents and other instruments that may be required including a Form of Acknowledgment, which forms part of the Shareholders Agreement governing the equity securities of the Corporation.

Anti-Money Laundering Legislation

In order to comply with Canadian legislation and laws and regulations in the United States aimed at the prevention of money laundering, the Corporation may require additional information concerning investors from time to time, and the Purchaser agrees to provide all such information.

The Purchaser acknowledges that if, as a result of any information or other matter which comes to the Corporation's attention, any director, officer or employee of the Corporation, or its professional advisers, knows or suspects that an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada, may be required to report such information or other matter to authorities in the United States and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law, United States law or otherwise.

General

Assignment. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Purchaser, the Corporation and their respective successors.

Miscellaneous and Counterparts. All representations, warranties, agreements and covenants made or deemed to be made by the Purchaser herein will survive the execution and delivery, and acceptance, of this offer and the Closing. This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile or other electronic form, shall be deemed to be an original and all of which together shall constitute one and the same document.

Indemnity. The Purchaser agrees to indemnify and hold harmless the Corporation and its directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Purchaser contained herein or in any document furnished by the Purchaser to the Corporation in connection herewith being untrue in any material respect or any breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any document furnished by the Purchaser to the Corporation in connection herewith.

Governing Law. This Subscription Agreement is to be interpreted in accordance with Ontario law and the federal laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Facsimile Subscriptions. This Subscription Agreement may be executed in counterparts (whether in original, facsimile or PDF form), each counterpart so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument.

Entire Agreement. This Subscription Agreement (including the Schedules hereto) contains 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. This Subscription Agreement may be amended or modified in any respect by written instrument only.

Language. The Purchaser and the beneficial purchaser acknowledge their consent and request that all documents evidencing or relating in any way to the purchase of Common Shares be drawn up in the English language only. *Nous reconnaissons par les présentes avoir consenti et demandé que tous les documents faisant foi ou se rapportant de quelque manière à l'achat des actions ordinaires soient rédigés en anglais seulement.*

Currency. Unless otherwise indicated to the contrary, all dollar amounts referred to in this Subscription Agreement are in Canadian Dollars.

CANADIAN ACCREDITED INVESTOR CERTIFICATE

TO: Issuer Co. (the "Corporation")

The Investor hereby represents, warrants and certifies to the Corporation that the undersigned is an "Accredited Investor" as defined in Section 1.1 of National Instrument 45-106. The Investor has indicated below the criteria which the Investor satisfies in order to qualify as an "Accredited Investor".

The Investor understands that the Corporation and its counsel are relying upon this information in determining to sell securities to the undersigned in a manner exempt from the prospectus and registration requirements of applicable securities laws.

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your legal advisor before completing this certificate.

In connection with the purchase by the undersigned Subscriber of the Purchased Common Shares, the Subscriber hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- a. the Subscriber is, and at the Closing Time, will be, an "accredited investor" within the meaning of NI 45-106 or Section 73.3 of the Securities Act (Ontario), as applicable, on the basis that the undersigned fits within one of the categories of an "accredited investor" reproduced below beside which the undersigned has indicated the undersigned belongs to such category;
- b. the Subscriber was not created or is not used, solely to purchase or hold securities as an accredited investor as described in paragraph (m) below; and
- c. upon execution of this Schedule B by the Subscriber, including, if applicable, Appendix 1 to this Schedule B, this Schedule B shall be incorporated into and form a part of the Subscription Agreement.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

- ☐ (a) a Canadian financial institution, or a Schedule III bank;
- ☐ (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada);
- ☐ (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;
- ☐ (d) a Person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a Person registered solely as a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);
- ☐ (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) 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) 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;
- ☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- ☐ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or 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 CAD\$1,000,000;
- ☐ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD\$5,000,000;
- ☐ (k) an individual whose net income before taxes exceeded CAD\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CAD\$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;
- ☐ (l) an individual who, either alone or with a spouse, has net assets of at least CAD\$5,000,000;
- ☐ (m) a Person, other than an individual or investment fund, that has net assets of at least CAD\$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor;
- ☐ (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) and 2.19 (Additional investment in investment funds) of NI 45-106, or (iii) a Person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 (Investment fund reinvestment) of NI 45-106;
- ☐ (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;
- ☐ (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 (i) 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, and (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- ☐ (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 Québec, the regulator as (i) an accredited investor, or (ii) an exempt purchaser in Alberta or Ontario; 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.

The statements made in this Form are true and accurate as of the date hereof.

DATED:

INVESTOR: (Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

Definitions for Accredited Investor Certificate

As used in the Accredited Investor Certificate, the following terms have the meanings set out below:

- a. **"Canadian financial institution"** means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) 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;
- b. **"entity"** means a company, syndicate, partnership, trust or unincorporated organization;
- c. **"financial assets"** means cash, securities, or any a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- d. **"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;
- e. **"investment fund"** means a mutual fund or a non-redeemable investment fund, and, for greater certainty in Ontario, includes an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia), R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments and a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), R.S.B.C. 1996 c. 429 whose business objective is making multiple investments;
- f. **"mutual fund"** means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer;
- g. **"non-redeemable investment fund"** means an issuer,
 - A. whose primary purpose is to invest money provided by its securityholders,
 - B. that does not invest,
 - i. for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - ii. for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - C. that is not a mutual fund;
- h. **"related liabilities"** means liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets and liabilities that are secured by financial assets;
 - i. **"Schedule III bank"** means an authorized foreign bank named in Schedule III of the Bank Act (Canada);
 - j. **"spouse"** means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and
- k. **"subsidiary"** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a Person or company is an affiliate of another Person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same Person.

In NI 45-106 a Person (first Person) is considered to control another Person (second Person) if (a) the first Person, 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.

RISK ACKNOWLEDGEMENT FORM (FORM 45-106F9)**Form for Individual Accredited Investors**

WARNING! This investment is risky. Do not 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: Common Shares	Issuer: Issuer Co. (the "Issuer")
Purchased from: The 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 \$	
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
<ul style="list-style-type: none"> Your net income before taxes was more than CAD\$200,000 in each of the 2 most recent calendar years, and you expect it to be more than CAD\$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> 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 CAD\$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than CAD\$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you have net assets worth more than CAD\$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	
<i>[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.]</i>	
First and Last Name of Salesperson (please print):	
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

For more information about this investment / the Issuer:

Company Name: **Issuer Co.**

Address: , , ,

Contact:

Email:

Telephone:

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

MINIMUM AMOUNT INVESTMENT STATUS CERTIFICATE

TO BE COMPLETED BY SUBSCRIBERS RESIDENT IN OR SUBJECT TO THE LAWS OF A JURISDICTION OF CANADA THAT ARE SUBSCRIBING UNDER THE "MINIMUM AMOUNT INVESTMENT" EXEMPTION

TO: Issuer Co. (the "**Corporation**")

In connection with the purchase by the undersigned Subscriber of Securities, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting, hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- a. the Subscriber is not an individual;
- b. the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of any other person;
- c. the Securities have an acquisition cost to the Subscriber of not less than CAD\$150,000, payable in cash at the Closing;
- d. the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Securities; and
- e. upon execution of this form by the Subscriber, this form will be incorporated into and form a part of the Subscription Agreement.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representation ceases to be true and accurate prior to the Closing Time, the undersigned will give immediate written notice of such fact to the Corporation prior to the Closing Time.

DATED:

INVESTOR:

(Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

FAMILY, FRIENDS AND BUSINESS ASSOCIATES STATUS CERTIFICATE

TO BE COMPLETED BY SUBSCRIBERS RESIDENT IN A JURISDICTION OF CANADA THAT ARE SUBSCRIBING AS “FAMILY, FRIENDS AND BUSINESS ASSOCIATES”

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: **Issuer Co.** (the “Corporation”)

(NOTE THAT IN ONTARIO THIS EXEMPTION IS NOT AVAILABLE TO AN ISSUER THAT IS AN INVESTMENT FUND)

In connection with the purchase by the undersigned Subscriber of the Securities, the Subscriber hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

1. the Subscriber is resident in or subject to the securities laws of one of the jurisdictions of Canada;
2. the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of any other person;
3. the Subscriber is relying on a prospectus exemption on the basis that the undersigned fits within the category of “family, friends and business associates” reproduced below beside which the undersigned has indicated the undersigned belongs to such category; and
4. upon execution of this form by the Subscriber, this form (including any Appendices) will be incorporated into and form a part of the Subscription Agreement.

The Subscriber must complete and execute the risk acknowledgement form attached hereto.

If the Subscriber is resident in or otherwise subject to securities laws of the Province of Saskatchewan, the Subscriber must also complete and execute a risk acknowledgement form (in the form attached hereto as Appendix 1 to this certificate) where:

1. the Subscriber is acquiring the Securities under one of the categories identified in (d) or (e) below;
2. the Subscriber is a close personal friend or close business associate of a founder of the Corporation; or
3. the Subscriber is a person described in (h) or (i) below, if the trade is based in whole or in part on a close personal friendship or close business association.

The Subscriber is:

(PLEASE INDICATE THE APPLICABLE CATEGORY)

- ☐ (a) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
- ☐ (b) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
- ☐ (c) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Corporation or of an affiliate of the Corporation;
- ☐ (d) a close personal friend of a director, executive officer or control person of the Corporation or of an affiliate of the Corporation;
- ☐ (e) a close business associate of a director, executive officer or control person of the Corporation or of an affiliate of the Corporation;
- ☐ (f) a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Corporation;
- ☐ (g) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Corporation;
- ☐ (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g), or
- ☐ (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

Please complete the following details of whose relationship it is if you have checked any one of items 3(b)to 3(g) above:

Name of applicable person:	
Length of Relationship:	Years
Details of Relationship:	
Prior Business Dealings, if applicable:	

For the purposes hereof, the following definitions are included for convenience

“control person” has the meaning ascribed to such term under applicable securities legislation;

“close business associate” means an individual who has had sufficient prior business dealings with a director, executive officer, control person or founder to be in a position to assess the capabilities and trustworthiness of that person and to obtain information from them with respect to the investment. An individual's relationship with a director, executive officer, control person or founder must be direct. An individual is not a “close business associate” solely because that individual is a member of the same club, organization, association or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client or former customer, a mere acquaintance, or connected through some form of social media, such as Facebook, Twitter or LinkedIn. A relationship that is primarily founded on participation in an Internet forum is not considered to be a relationship of a close business associate.

“close personal friend” means an individual who has known a director, executive officer, control person or founder well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of that person and to obtain information from them with respect to the investment. The term “close personal friend” can include a family member who is not already specifically identified in the exemptions if the family member otherwise meets the criteria described above. An individual's relationship with a director, executive officer, control person or founder must be direct. An individual is not a “close personal friend” solely because that individual is a relative, a member of the same club, organization, association or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client or former customer, a mere acquaintance, or connected through some form of social media, such as Facebook, Twitter or LinkedIn. A relationship that is primarily founded on participation in an Internet forum is not considered to be a relationship of a close personal friend.

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

“executive officer” means, for the Corporation, an individual who is (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (iii) an officer of the Corporation or any of its subsidiaries and who performs a policy-making function in respect of the Corporation or (iv) performing a policy-making function in respect of the Corporation;

“founder” means, in respect of the Corporation, a person who, (i) 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 Corporation, and (ii) at the time of the trade is actively involved in the business of the Corporation; and

“spouse” means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in subparagraph (i) or (ii), 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.

An issuer is considered to be an affiliate of another issuer if one is a subsidiary of the other, or if both are subsidiaries of the same issuer, or if each of them is controlled by the same issuer.

A person (first person) is considered to control another person (second person) if (a) the first person, 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.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the closing. If any such representation ceases to be true and accurate prior to the closing, the undersigned will give immediate written notice of such fact to the Corporation prior to the closing.

DATED:

INVESTOR:

(Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

APPENDIX 1 TO FAMILY, FRIENDS AND BUSINESS ASSOCIATES STATUS CERTIFICATE

RISK ACKNOWLEDGEMENT FORM (FORM 45-106F12)

FOR FAMILY, FRIENDS AND BUSINESS ASSOCIATES

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

1. About your investment

Type of securities: **Common Shares** Issuer: **Issuer Co.**

SECTIONS 2 - TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. **Initial each statement confirming that you understand that:**

**Your
Initials**

Risk of loss – You could lose your entire investment of: \$.

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. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.

3. Family, friend or business associate status

You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:

**Your
Initials**

A) You Are

1) [check all applicable boxes]

- ☐ a director of the issuer or an affiliate of the issuer
- ☐ an executive officer of the issuer or an affiliate of the issuer
- ☐ a control person of the issuer or an affiliate of the issuer
- ☐ a founder of the issuer

OR

2) [check all applicable boxes]

☐ a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above

☐ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above

B) You are a family member of [instruction: Insert the name of the person who is your relative either directly or through their spouse], who holds the following position at the issuer or an affiliate of the issuer: .

You are the of that person or that person's spouse.

[Instruction: To qualify for this investment you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]

C) You are a close personal friend of [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: .

You have known that person for years.

D) You are a close business associate of [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: .

You have known that person for years.

4. Your name and your 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. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.

First and last name (please print):

Signature:

Date:

SECTION 5 - TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE

5. Contact person at the issuer or an affiliate of the issuer

[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]

By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: *[check the box that applies]*

☐ family relationship as set out in section 3B of this form

☐ close personal friendship as set out in section 3C of this form

☐ close business associate relationship as set out in section 3D of this form

First and last name of contact person:

Position with the issuer or affiliate of issuer (director, executive officer, control person or founder):

Telephone:

Email:

Signature:

Date:

SECTION 6 - TO BE COMPLETED BY THE ISSUER

For more information about this investment

Issuer Co.

Company Address: , , ,

Attention:

Email:

Phone:

Signature of executive officer of issuer (other than the purchaser):

Date:

FORM 45-106F5
(To be completed by Residents of Saskatchewan Only)

Risk Acknowledgement

Saskatchewan Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- If the issuer is a non-reporting issuer, I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- If the securities are redeemable, I may only be able to redeem them in limited circumstances.
- If the issuer is a reporting issuer, I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ (total consideration) in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or **close** business associate of , who is a of Issuer Co..

I acknowledge that I am purchasing based on my close relationship with whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date:

Signature of Purchaser

Print Name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. Exempt market securities are more risky than other securities.

You may not receive any written information about the issuer or its business

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

You will not receive advice

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

If the issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

If the securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. There may be no market

for these securities. You may never be able to sell these securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

(Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy)

TO BE COMPLETED BY ALL HOLDERS WHO ARE U.S. HOLDERS BY SELECTING THE APPLICABLE BOX BELOW

- ☐ 1. A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
- ☐ 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
- ☐ 3. A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or
- ☐ 4. An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; or
- ☐ 5. An investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940; or
- ☐ 6. An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
- ☐ 7. An investment company registered under the United States Investment Company Act of 1940, as amended; or
- ☐ 8. A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or
- ☐ 9. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or
- ☐ 10. A rural business investment company as defined in Section 384A of the Consolidated Farm and Rural Development Act; or
- ☐ 11. 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, with total assets in excess of U.S. \$5,000,000; or
- ☐ 12. An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self directed plan, with investment decisions made solely by persons who are U.S. Accredited Investors; or
- ☐ 13. A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or
- ☐ 14. An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1976, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of U.S. \$5,000,000; or
- ☐ 15. A trust, with total assets in excess of U.S. \$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act;
- ☐ 16. Any director or executive officer of the Corporation; or
- ☐ 17. Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds U.S. \$1,000,000 (for purposes of calculating net worth: (i) a person's primary residence shall not be included as an asset, (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the Shares, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of the Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability) and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of sale of the Shares shall be included as a liability); or
- ☐ 18. A natural person who had an individual income in excess of U.S. \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of U.S. \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- ☐ 19. An entity in which all of the equity owners are U.S. Accredited Investors;
- ☐ 20. An entity, of a type not listed in categories 1-14 or 18-19 above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000; or

- ☐ 21. A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this category, the Commission will consider, among others, the following attributes:
- (i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
 - (ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
 - (iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
 - (iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable; or
- ☐ 22. A natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act; or
- ☐ 23. A "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):
- (i) With assets under management in excess of \$5,000,000,
 - (ii) That is not formed for the specific purpose of acquiring the securities offered, 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;
- ☐ 24. A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in category 23 above and whose prospective investment in the issuer is directed by such family office;

(remainder of page intentionally left blank)

DATED:

INVESTOR:

(Print Full Name of Entity or Individual)

By:

(Signature)

Name:

(If signing on behalf of entity)

Title:

(If signing on behalf of entity)

FORM 4C

CORPORATE PLACEE REGISTRATION FORM

This form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on a one-time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information

- a. Name:
- b. Complete Address:
- c. Jurisdiction of Incorporation or Creation:

2.

- a. Is the Placee purchasing securities as a portfolio manager (Yes/No)?
- b. Is the Placee carrying on business as a portfolio manager outside of Canada (Yes/No)?

3. If the answer to 2(b) above was "Yes", the undersigned certifies that:

- a. it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;
- b. it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in , and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
- c. it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
- d. the total asset value of the investment portfolios it manages on behalf of clients is not less than CAD\$20,000,000; and
- e. it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing

4. If the answer to 2(a). above was "No", please provide the names and addresses of Control Persons of the Placee:

Name*	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

- a. "Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form. The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:
- i. the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
 - ii. the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- b. The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____ on _____

(Name of Purchaser)

(Authorized Signature)

(Official Capacity)

(Name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT