

SUBSCRIPTION AGREEMENT

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES ARE SUBJECT TO A HOLD PERIOD IN ALL OF THE PROVINCES AND TERRITORIES OF CANADA AND MAY NOT BE TRADED IN ANY OF THE PROVINCES OR TERRITORIES OF CANADA EXCEPT AS PERMITTED BY APPLICABLE SECURITIES LEGISLATION.

The Issuer (defined below) is not a "reporting issuer" (within the meaning of applicable securities legislation) in any jurisdiction and no securities of the Issuer are listed on any stock exchange. As a result, the securities of the Issuer subscribed for hereunder will be subject to indefinite resale restrictions and may only be transferred under very limited circumstances pursuant to applicable securities legislation. The Issuer has not covenanted, and is under no obligation, to file a prospectus or complete a transaction which would result in the Issuer or any successor thereto becoming a "reporting issuer".

TO: (the
"Issuer")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase that number of (each, a "**Security**") of the Issuer shown in section b) of the Basic Terms below, with each Security having a subscription price per Security as shown in section c) of the Basic Terms below, for the aggregate Purchase Price shown in section d) of the Basic Terms below, which Purchase Price is tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth herein, including those set out in Appendix "A" (the "**Subscription**"). The offering of the Securities is referred to as the "**Offering**".

Basic Terms

The following information is applicable to this Subscription Agreement:

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">a) Subscriber</td> </tr> <tr> <td style="padding: 5px;">Name:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> </tr> <tr> <td style="padding: 5px;">Tel No.:</td> </tr> <tr> <td style="padding: 5px;">E-mail address:</td> </tr> <tr> <td style="padding: 5px;">a) SIN or B.N.:</td> </tr> <tr> <td style="padding: 5px;">b) No. of Securities:</td> </tr> <tr> <td style="padding: 5px;">c) Current Security Price: \$ per Security</td> </tr> <tr> <td style="padding: 5px;">d) Aggregate Purchase Price for Securities:</td> </tr> <tr> <td style="padding: 5px;">e) Date of Offering Memorandum/Offering Document:</td> </tr> </table>	a) Subscriber	Name:	Address:	Tel No.:	E-mail address:	a) SIN or B.N.:	b) No. of Securities:	c) Current Security Price: \$ per Security	d) Aggregate Purchase Price for Securities:	e) Date of Offering Memorandum/Offering Document:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">REGISTRATION INSTRUCTIONS</td> </tr> <tr> <td style="padding: 5px;">Name to appear on register:</td> </tr> <tr> <td style="padding: 5px;">Account reference if applicable:</td> </tr> <tr> <td style="padding: 5px;">Address: DECLARATION OF TAX RESIDENCE</td> </tr> <tr> <td style="padding: 5px;">I am a tax resident of: <i>(Tick all the options that apply)</i> Canada <input checked="" type="checkbox"/> United States <input type="checkbox"/> Other <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Jurisdiction of Incorporation <i>(Entities Only)</i>: Is the entity a financial institution? Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	REGISTRATION INSTRUCTIONS	Name to appear on register:	Account reference if applicable:	Address: DECLARATION OF TAX RESIDENCE	I am a tax resident of: <i>(Tick all the options that apply)</i> Canada <input checked="" type="checkbox"/> United States <input type="checkbox"/> Other <input type="checkbox"/>	Jurisdiction of Incorporation <i>(Entities Only)</i> : Is the entity a financial institution? Yes <input type="checkbox"/> No <input type="checkbox"/>
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f) After reviewing the terms and conditions of this Subscription Agreement in Appendix "A", the Subscriber must complete (including, where applicable, ticking boxes and initialing), sign, and return copies of all applicable Schedules to the Issuer or as the Issuer may direct, including any further documentation as may be required by the Issuer to confirm the eligibility of the Subscriber under applicable securities laws.

g) Subscribers purchasing under the "accredited investor" exemption (the "**Accredited Investor Exemption**") to the prospectus requirement in section 2.3 of NI 45-106 – Prospectus Exemptions ("**NI-45-106**") must complete and sign the Accredited Investor Certificate attached as **Schedule A** hereto and, if applicable, the Risk Acknowledgment Form for Individual Accredited Investors attached as **Appendix A** to the Accredited Investor Certificate attached as **Schedule A** hereto. In order for the Issuer to satisfy its obligations under applicable Canadian securities laws, the Subscriber may be required to provide additional evidence to verify the information provided in the Accredited Investor Certificate attached as **Schedule A** hereto.

- h) Subscribers purchasing under the "friends, family and business associates" exemption to the prospectus requirement in section 2.5 of NI 45-106 (the "**Friends and Family Exemption**") must complete and sign the Friends, Family and Business Associates Certificate attached as **Schedule B** hereto and, if the Subscriber is resident in Ontario, the Risk Acknowledgment Form attached as **Schedule C** hereto and, if the Subscriber is resident in Saskatchewan and is relying on the "close personal friend" or "close business associate" relationship, the Risk Acknowledgement Form attached as **Schedule D** hereto.
- i) Subscribers purchasing under the "start-up crowdfunding" prospectus exemption (the "**Crowdfunding Exemption**") as set out in NI 45-110 – Start-up Crowdfunding Registration and Prospectus Exemptions ("**NI 45-110**"), may subscribe for (i) up to CAD AMOUNT NOT EXCEEDING 10,000.00 Securities if the Subscriber has received advice from the Agent (as defined below) that such investment is suitable for the Subscriber or (ii) up to CAD AMOUNT NOT EXCEEDING 2,500.00 Securities if no such advice from the Agent has been obtained and must in each case complete and sign the Risk Acknowledgement Form attached as **Schedule E** hereto.
- j) Subscribers purchasing under the "minimum amount investment" prospectus exemption (the "**Minimum Amount Exemption**") as set out in section 2.10 of NI 45-106 must complete the Certification of Compliance with Minimum Investment Amount Prospectus Exemption set out in **Schedule F**.
- k) Subscribers resident in British Columbia relying on the "offering memorandum" exemption to the prospectus requirement in section 2.9 of NI 45-106 (the "**Offering Memorandum Exemption**") must complete and sign two copies of the Risk Acknowledgement Form attached as **Schedule G** hereto.
- l) Subscribers resident in Manitoba and relying on the Offering Memorandum Exemption must: (i) complete and sign two copies of the Risk Acknowledgement Form attached as **Schedule G** hereto; and (ii) the Subscriber must complete and sign two copies of Schedule 3 attached to the Risk Acknowledgement Form attached as **Schedule G** hereto if the Subscriber is purchasing securities for greater than \$10,000.
- m) Subscribers resident in Saskatchewan, Ontario, Quebec and Alberta and relying on the Offering Memorandum Exemption must: (i) complete and sign two copies of the Risk Acknowledgement Form attached as **Schedule G** hereto; and (ii) if the Subscriber is an individual, the Subscriber must complete and sign two copies of Schedule 1 and Schedule 2 attached to the Risk Acknowledgement Form attached as **Schedule G** hereto. The acquisition cost of all securities acquired by an individual Subscriber in the preceding 12 months must not exceed (A) \$10,000, (B) \$30,000, provided the Subscriber is an "eligible investor" as defined in NI 45-106, or (C) \$100,000, provided the Subscriber is an "eligible investor" that has received advice from a portfolio manager, investment dealer or exempt market deal that the investment is suitable. These limits do not apply to accredited investors (as defined in NI 45-106 or the Securities Act (Ontario)) or persons described in section 2.5 of NI 45-106 (however, such investors must complete Schedule 1 and Schedule 2 attached to the Risk Acknowledgement Form attached as **Schedule G** hereto).
- n) The Issuer has engaged (the "**Agent**"), registered as Exempt Market Dealer under in the provinces of as agent of the Issuer in relation to the sale of the Securities, together with such other co-agents as may participate, as agreed by the Issuer and the Agent. For subscriptions made in reliance on the Crowdfunding Exemption (if any), the Agent facilitates subscriptions through a funding portal and has designated a specific offering subsite URL for the Offering. The Agent will not facilitate the purchase of Securities in jurisdictions in which it is not registered as an exempt market dealer or facilitate the purchase of Securities under the Crowdfunding Exemption in circumstances of the Agent and Issuer as related parties.

Additional Terms and Conditions

The terms and conditions of Appendix "A" to this Subscription Agreement shall apply to the Subscription and are hereby incorporated into this Subscription Agreement.

IN WITNESS WHEREOF the Subscriber has duly executed this Subscription Agreement on:

If subscriber is an individual, complete & sign the following:

If subscriber is not an individual, complete & sign the following:

Date (YYYY-MM-DD)

Date (YYYY-MM-DD)

Signature of Subscriber

Name of Subscriber's authorized signatory and
title/position with Subscriber

Signature of Subscriber's authorized signatory

ACCEPTANCE

The above-mentioned Subscription Agreement in respect of the Securities is hereby accepted by the Issuer.

DATED: _____.

Per: _____

Title:

Name:

Appendix "A"

1. Subscription

- 1.1 The Subscriber hereby irrevocably subscribes for and agrees to purchase that number of Securities as shown in section b) of the Basic Terms, having an acquisition cost per Security as shown in section c) of the Basic Terms, for the aggregate Purchase Price shown in section d) of the Basic Terms, which is tendered in accordance herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth in this Subscription Agreement. The Securities are those described as such in the Issuer's Offering Memorandum (the "**Offering Memorandum**"), if any, or the Issuer's Offering Document (the "**Offering Document**"), if any, dated in each case as of the date shown in section e) of the Basic Terms, as may be amended, restated or updated from time to time.
- 1.2 The Issuer has engaged the Agent, registered as Exempt Market Dealer under in the provinces of as agent of the Issuer in respect of this Offering, together with such other co-agents as may participate, as agreed by the Issuer and the Agent. For subscriptions made in reliance on the Crowdfunding Exemption (if any), the agent appointed will facilitate and process subscriptions through its funding portal and will designate a specific offering subsite URL for the Offering contemplated by this Subscription Agreement. In circumstances of the Agent and Issuer as related parties, the Agent will not facilitate the sale of Securities under the Crowdfunding Exemption.
- 1.3 The Agent on the date hereof and with respect to the Securities being sold through the Offering acts through the following registrant(s):
- 1.4 The Subscriber acknowledges that the Securities have been offered to the Subscriber as part of an offering by the Issuer of additional Securities to other subscribers.
- 1.5 All dollar amounts referred to in this Subscription Agreement, including the Appendices and Schedules attached hereto, are in lawful money of Canada, unless otherwise indicated.
- 1.6 Subject to the terms hereof, the Subscription will be effective upon its acceptance by the Issuer.

2. Payment for Securities

- 2.1 The aggregate Purchase Price must accompany this Subscription and shall (i) be paid pursuant to instructions provided by the Agent at the time of payment and (ii) be held in escrow until a Closing (as defined below) or otherwise returned to the Subscriber pursuant to Section 2.4 below.
- 2.2 The Subscriber acknowledges and agrees that this Subscription Agreement and any other documents delivered in connection herewith will be held by or on behalf of the Issuer and that the Purchase Price will be held on behalf of the Issuer. In the event that this Subscription Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Purchase Price (without interest thereon) will be returned to the Subscriber at the address of the Subscriber as set forth in section a) of the Basic Terms of this Subscription Agreement, or as otherwise directed by the Subscriber.
- 2.3 The Agent has entered into service arrangements with ADDY BUSINESS SOFTWARE CORP. ("**addy**") pursuant to which addy provides certain software services to support the Agent in connection with the Offering. The Subscriber agrees to become an "addy member" by creating an account and registering at www.addyinvest.ca. After successfully registering, the Subscriber agrees to (i) fund their "addy Wallet" using Interac or electronic funds transfer and (ii) sign and complete this Subscription Agreement.
- 2.4 If the Subscriber is subscribing under the Offering Memorandum Exemption or the Crowdfunding Exemption, the Subscriber may cancel its offer to purchase the Securities hereunder by providing written notice of such cancellation to the Agent by email at or by telephone: no later than midnight on the 2nd business day after one of the following events: (i) the Subscriber's delivery of this Subscription Agreement, or (ii) if the Subscriber is relying on the Crowdfunding Exemption, the Agent notifying the Subscriber that the Offering Document has been amended. In each of the preceding events, the Agent shall return all funds to the Subscriber within 5 business days of receiving a written withdrawal notification. The Subscriber acknowledges and agrees that if the cancellation period as applicable in this Section has elapsed, the Agent may release, or cause to release, all funds due to the Issuer at the applicable Closing (defined below).

3. Securities Laws Exemption Matters

- 3.1 The Subscriber acknowledges that the Issuer intends to issue the Securities in reliance on an exemption (the "**Exemption**") from the prospectus requirements of the applicable securities laws and regulations (collectively, the "**Legislation**") in all jurisdictions relevant to this Subscription, and, as a consequence, the Subscriber will not be entitled to use most of the civil remedies available under the Legislation and the

Subscriber will not receive information that would otherwise be required to be provided to the Subscriber pursuant to the Legislation.

3.2 The Subscriber agrees to provide the Issuer with such information and to execute and deliver to the Issuer such securities forms as the Issuer may require, and such other undertakings, questionnaires and other documents as the Issuer may request in order to enable it to determine the availability of an Exemption, including the following:

- (a) an executed copy of this Subscription Agreement;
- (b) if the Subscriber is relying on the Accredited Investor Exemption:
 - the Accredited Investor Certificate attached as **Schedule A** hereto, along with any additional evidence that may be requested by the Issuer or its legal counsel to verify the information provided in the Accredited Investor Certificate,
 - if applicable, the Risk Acknowledgment Form for Individual Accredited Investors attached as **Appendix A** to the Accredited Investor Certificate attached as **Schedule A** hereto;
- (c) if the Subscriber is relying on the Friends and Family Exemption, the Friends and Family Certificate attached as **Schedule B** hereto and:
 - if the Subscriber is resident in Ontario, the Risk Acknowledgement Form attached as **Schedule C** hereto, or
 - if the Subscriber is resident in Saskatchewan and is relying on the "close personal friend" or "close business associate" relationship, the Risk Acknowledgement Form attached as **Schedule D** hereto;
- (d) if the Subscriber is relying on the Crowdfunding Exemption, the Risk Acknowledgement Form attached as **Schedule E** hereto;
- (e) if the Subscriber is relying on the Minimum Amount Exemption, the Certification of Compliance with Minimum Investment Amount Prospectus Exemption attached as **Schedule F** hereto;
- (f) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of British Columbia, the Risk Acknowledgement Form attached as **Schedule G** hereto;
- (g) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of Saskatchewan, Ontario or Alberta:
 - the Risk Acknowledgement Form attached as **Schedule G** hereto, and
 - if the Subscriber is an individual, Schedule 1 and Schedule 2 attached to the Risk Acknowledgement Form attached as **Schedule G** hereto, and, if applicable, subject to the investment limits described in such schedules;
- (h) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of Manitoba, the Risk Acknowledgement Form attached as **Schedule G** hereto, and Schedule 3 attached to the Risk Acknowledgement Form attached as **Schedule G** hereto if the Subscriber is purchasing securities for greater than \$10,000; and
- (i) irrespective of the Exemption being relied on, such other supporting documentation that the Issuer or its legal counsel may request to establish the Subscriber's qualification to rely on the applicable Exemption.

3.3 If the Subscriber is not subscribing under the Accredited Investor Exemption, the Friends and Family Exemption, the Crowdfunding Exemption, the Minimum Amount Exemption or the Offering Memorandum Exemption, the Subscriber is purchasing under the "employee, executive officer, director and consultant" exemption (the "**Employee Exemption**") to the prospectus requirement in section 2.24 of NI 45-106 and represents and warrants to the Issuer that:

- (a) the Subscriber is an employee, executive officer, consultant or director of the General Partner or of a person that controls or is controlled by the same person that controls the General Partner (a "**Related Entity**"); and
- (b) if the Subscriber is an employee, executive officer or consultant of the General Partner or a Related

Entity, the Subscription has not been induced:

- (i) if the Subscriber is an employee, by expectation of employment or continued employment with the General Partner or a Related Entity;
- (ii) if the Subscriber is an executive officer, by expectation of appointment, employment, continued appointment or continued employment with the General Partner or a Related Entity;
- (iii) if the Subscriber is a consultant, by expectation of engagement to provide services or continued engagement to provide services to the General Partner or a Related Entity; or
- (iv) if the Subscriber is an employee of a consultant, by expectation of employment or continued employment with the consultant.

3.4 All such information, forms, undertakings, questionnaires and other documents referred to above shall form part of and are incorporated into this Subscription Agreement with the same effect as if each constitutes a representation and warranty of the Subscriber set forth hereof.

4. **Closings**

4.1 Closings (each, a "**Closing**") of subscriptions for the Securities will occur from time to time on such days as are selected by the Issuer for closings of subscriptions. The Issuer will provide the subscribers with not less than one business day's notice in writing of each subsequent closing date.

4.2 If the Subscriber is subscribing under the Crowdfunding Exemption, subject to Section 4.3 and all other applicable conditions described in this Subscription Agreement being met, a Closing shall occur no later than 90 days after the date the Offering Document is certified in item 13 thereof (the "**Crowdfunding Closing**").

4.3 The Crowdfunding Closing is conditional upon and subject to the Issuer having received subscriptions for aggregate proceeds equal to the size of the minimum offering, if any, as described in the Offering Document.

5. **Acknowledgements of Subscriber**

5.1 The Subscriber acknowledges, covenants, and agrees that:

- (a) the Subscriber has received and read a copy of the Offering Memorandum (if any), the Offering Document (if any) and this Subscription Agreement;
- (b) there is no market for the Securities and that no market for the Securities may ever exist;
- (c) the Subscriber is aware that an investment in the Securities is speculative and involves certain risks, including the possible loss of the investment;
- (d) the Subscriber understands and agrees that the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this Subscription Agreement and any undertakings, questionnaires and other documents completed herewith, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Issuer;
- (e) any transfer, resale or other subsequent disposition of the Securities will be subject to restrictions set out in the Issuer's constating documents and may be subject to restrictions contained in the Legislation applicable to the holder of the Securities or to the proposed transferee, including, but not limited to, resale restrictions under the Legislation, as applicable;
- (f) the Subscriber understands that the Securities have redemption rights that may be exercised by the Issuer in the event that the Securities are not properly paid for by the Subscriber or if the Subscriber (or a Subscriber's financial institution on behalf of the Subscriber) takes any action to reverse payment that has been allotted by the Subscriber to purchase the Securities, such that the Issuer does not receive full payment for the Securities or such that payment has been rescinded following the Closing Date (the "Redemption Rights"). The Redemption Rights are more fully provided for in the Articles of the Issuer and, summarized in the Offering Memorandum (if any);
- (g) the Issuer is not a reporting issuer in any province or territory of Canada and, accordingly, any applicable hold periods under the Legislation may never expire, and the Securities may be subject to restrictions on resale for an indefinite period of time. The Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Securities setting forth or referring to the restrictions on transferability and sale thereon, with such legend(s) to be substantially as follows, in addition to other legends that may be required to be endorsed thereon:

- "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT THE DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."
- (h) no person has made to the undersigned any written or oral representations:
- that any person will resell or repurchase the Securities;
 - that any person will refund the Subscription Price for the Securities other than as provided in this Subscription;
 - as to the future price or value of the Securities; or
 - that the Securities will be listed and posted for trading on a stock exchange, that application has been made to list and post the Securities for trading on a stock exchange, or that application has been made to list and post the Securities for trading on a stock exchange;
- (i) without limitation, no guarantee or warranty has been made or given to the Subscriber by the Issuer or its officers, agents or employees or any other person, expressly or by implication, as to:
- the approximate or exact length of time that the Subscriber will be required to remain as an investor in the Issuer;
 - the financial viability of the business of the Issuer; or
 - the future profitability of the business of the Issuer;
- (j) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (k) by execution hereof the Subscriber has waived the need for the Issuer to communicate its acceptance of the purchase of the Securities pursuant to this Subscription Agreement;
- (l) the Subscriber will indemnify and hold harmless the Issuer and its respective directors, officers, employees, agents, advisors and limited partners (if applicable) from and against any and all loss, liability, claim, damage and expense whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein, any questionnaire or in any other document furnished by the Subscriber to the Issuer in connection herewith, being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Issuer in connection therewith;
- (m) the Subscriber has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions and it is solely responsible (and the Issuer is in no way responsible) for compliance with applicable resale restrictions;
- (n) the Subscriber acknowledges that the Issuer's counsel is acting as counsel to the Issuer and not as counsel to the Subscriber, and that no counsel to any of the Issuer's agents or affiliates is acting as counsel to the Subscriber;
- (o) the Subscriber acknowledges that addy's counsel is acting as counsel to addy and not as counsel to the Subscriber, and that no counsel to any of addy's agents or affiliates is acting as counsel to the Subscriber;
- (p) the Subscriber acknowledges that it has had the opportunity to obtain independent legal, income tax and investment advice with respect to its subscription for the Securities and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement and the Issuer does not bear any responsibility whatsoever for any such matters;
- (q) there is no government or other insurance covering any of the Securities;
- (r) the Subscriber acknowledges that the Issuer will not deliver paper certificates for Securities to the Subscribers whose subscriptions are accepted. Registration of interests in and transfers of Securities will be made through a digital or book-based system operated by the Issuer or, if the Issuer appoints a separate registrar and transfer agent, such registrar and transfer agent;

- (s) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer, and the Subscriber acknowledges and agrees that the Issuer reserves the right to reject any Subscription for any reason;
- (t) the Securities of the Issuer are not redeemable and therefore the Subscriber as a holder thereof, will have no right to demand to redeem the Securities it holds as a Subscriber; and
- (u) the Agent will receive a 0% capital raise fee of the total funds raised by the Issuer in this Offering. This fee will amount to up to \$0.00 based on the maximum offering of \$0.00.

6. **Representations, Warranties and Covenants of the Subscriber**

6.1 The Subscriber hereby represents and warrants to and covenants with the Issuer (which representations, warranties and covenants will be true and correct as at the time of delivery of Securities with the same force and effect as if they had been made by the Subscriber at such time, and shall survive the Closing) that:

- (a) it is aware that the Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**U.S. Securities Act**") or the securities laws of any state of the United States and that these securities may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Issuer has no present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Securities;
- (b) the Securities have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Securities and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed, and this Subscription Agreement was executed and delivered;
- (c) it is not a U.S. Person (as defined in 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 trust or corporation organized or incorporated under the laws of the United States) and is not purchasing the Securities on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person;
- (d) it undertakes and agrees that it will not offer or sell any of the Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available and further that it will not resell the Securities except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules, as applicable;
- (e) the Subscriber is acquiring the Securities as a principal (and not as an agent) for investment purposes only, with no intention or view to reselling or distributing any portion or beneficial interest in the Securities, and the Subscriber will be the beneficial owner of any Securities to be issued to the Subscriber if, as and when this Subscription is accepted by the Issuer in whole or in part;
- (f) the Subscriber is resident in such province or territory as indicated in the address of the Subscriber set forth on page 1 of this Subscription Agreement, which address is the residence or place of business of the Subscriber and was not created or used solely for the purpose of acquiring the Securities;
- (g) the Subscriber is resident in such province or territory as indicated in the address of the Subscriber set forth on page 1 of this Subscription Agreement, which address is the residence or place of business of the Subscriber and was not created or used solely for the purpose of acquiring the Securities;
- (h) the Subscriber is not a "non-resident" of Canada for purposes of the Income Tax Act (Canada), together with any and all regulation promulgated thereunder, as amended from time to time (the "**Tax Act**");
- (i) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and thereto, and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber, or, if the Subscriber is a partnership, syndicate or other form of unincorporated organization, the Subscriber has all necessary approvals of relevant parties to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber;
- (j) the entering into of this Subscription Agreement and the transactions contemplated hereby do not

result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;

- (k) the Subscriber has duly completed, executed and delivered to the Issuer, as applicable, all securities forms, undertakings, questionnaires and other documents requested by the Issuer in order to enable the Issuer to determine the availability of an Exemption;
- (l) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment in the Securities and is able to bear the economic risk of loss of such investment;
- (m) the Subscriber has read the Offering Memorandum (if any) or the Offering Document (if any), including without limitation, the risks described under the section "Risk Factors", and has had the opportunity to ask questions of, and receive answers from, the Issuer, or a person authorized to act on behalf of either the Issuer, concerning the business and affairs of the Issuer and the attributes of the Securities which the Subscriber deems necessary and appropriate;
- (n) in investing in the Securities, the Subscriber is relying solely on the representations and warranties contained in the Offering Memorandum (if any) or the Offering Document (if any);
- (o) the Subscriber has sought no advice in relation to the investment in the Securities from the Issuer, addy, or any of their respective affiliates, associates, agents, employees or representatives and the Issuer, addy and their respective affiliates, associates, agents, employees or representatives have not provided any advice to the Subscriber in relation to such purchase, and the Subscriber has been advised to consult with its own advisers with respect to an investment in the Securities;
- (p) the Subscriber has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms;
- (q) the Subscriber covenants and agrees not to take any actions or steps which are intended to or may result in there being any "public market" for the Securities within the meaning of the Tax Act, including without limitation, any system that supports over-the-counter, private or other trading of the Securities;
- (r) the funds which will be advanced by the Subscriber to purchase the Securities will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "**PCMLTFA**"), and the Subscriber acknowledges that the Issuer 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 PCMLTFA. To the best of the Subscriber's knowledge (a) none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) the Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of such representation ceases to be true;
- (s) the Subscriber acknowledges that the representations and warranties contained in this Subscription Agreement, including, as applicable, any questionnaires or certificates attached as Schedules hereto, are made by the Subscriber with the intention that they may be relied upon by the Issuer and its legal counsel in determining the Subscriber's eligibility to acquire the Securities under relevant Legislation. The Subscriber further agrees that by accepting delivery of the Securities, the Subscriber will be representing and warranting that the foregoing representations and warranties are true and correct as at the time of delivery of such Securities with the same force and effect as if they had been made by the Subscriber at such time, and that they shall survive the completion of the transactions contemplated under this Subscription and remain in full force and effect thereafter for the benefit of the Issuer for a period of one year. If there should be any change in such information prior to Closing, the Subscriber will immediately provide the Issuer with such information;
- (t) If the Subscriber is subscribing under the Crowdfunding Exemption, the Subscriber:
 - has received, reviewed and understands the Issuer's Offering Document made available to the Subscriber and has completed and signed the Risk Acknowledgement Form attached as **Schedule E**;
 - the Subscriber is a resident of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland

and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Saskatchewan, Québec, Yukon;

- the Subscriber has not paid any commission, fee, or other amount to addy
 - the Subscriber has not paid any commission, fee, or other amounts to the "issuer group" (as defined in NI 45-110) or any of their principals, employees, or agents with respect to the Offering; and
 - in respect of the Offering, the Subscriber has not subscribed for an amount in the capital of the Issuer (including the aggregate Purchase Price in this Subscription Agreement) that is:
 - greater than \$2,500.00, or
 - greater than \$10,000.00, provided the Subscriber has obtained advice from the Agent that the investment in the Securities is suitable for the Subscriber; and
- (u) If the Subscriber is subscribing under the Offering Memorandum Exemption, the Subscriber is purchasing the Securities as principal and is a resident of British Columbia, Alberta, Saskatchewan or Ontario and, if the Subscriber is an individual resident of Alberta, Saskatchewan or Ontario, the acquisition cost of all securities acquired by the Subscriber in the preceding 12 months does not exceed:
- \$10,000;
 - \$30,000, provided that the Subscriber is an "eligible investor" as defined in NI 45-106; or
 - \$100,000, provided that the Subscriber is an "eligible investor" as defined in NI 45-106 that received advice from a portfolio manager, investment dealer or exempt market dealer that the investment is suitable;
- (v) If the Subscriber is subscribing under the Offering Memorandum Exemption, the Subscriber is purchasing the Securities as principal, is a resident of Manitoba and if the Subscriber is purchasing securities for greater than \$10,000, is an "eligible investor" as defined in NI 45-106.

7. Collection of Personal Information

7.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's personal information for the purpose of fulfilling this Subscription Agreement and completing the offering. The Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities, (b) the Issuer's registrar and transfer agent, (c) Canadian tax authorities, (d) authorities pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and (e) any of the other parties involved in the offering, including legal counsel, and may be included in record books in connection with the offering. By executing this Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information and to the retention of such personal information for as long as permitted or required by law or business practice. Notwithstanding that the Subscriber may be purchasing Securities as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

7.2 Furthermore, the Subscriber is hereby notified that:

- the Issuer may deliver to any securities commission or regulatory authority having jurisdiction over the Issuer, the Subscriber or this subscription, including any Canadian provincial and territorial securities commissions (collectively, the "**Commissions**") certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the number of shares or other securities of the Issuer owned by the Subscriber, the number of Securities purchased by the Subscriber and the total purchase price paid for such Securities, the prospectus exemption relied on by the Issuer and the date of distribution of the Securities,
- such information is being collected indirectly by the Commissions under the authority granted to them in securities legislation, and
- such information is being collected for the purposes of the administration and enforcement of the

securities laws.

- The Subscriber hereby authorizes the indirect collection of the Subscriber's personal information by the Commissions. The Subscriber may contact the applicable public official as set out in **Schedule H** with respect to questions about the Commissions' indirect collection of personal information.

8. **General**

- 8.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber relating to the purchase of the Securities shall be borne by the Subscriber.
- 8.2 This Subscription Agreement is governed solely by the laws of the Province of British Columbia excluding its conflict of laws rules, and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia.
- 8.3 This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto.
- 8.4 This Subscription Agreement is not transferable or assignable.
- 8.5 The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.
- 8.6 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Issuer or by anyone else.
- 8.7 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the address on page of this Subscription Agreement and notices to the Issuer shall be directed to or by e-mail to .
- 8.8 The Subscriber hereby acknowledges that he or she will deliver to the Issuer all such additional completed forms in respect of the Subscriber's purchase of the Securities as may be required for filing with the appropriate securities commissions and regulatory authorities.
- 8.9 The headings used in this Subscription Agreement have been inserted for convenience of reference only and will not affect the meaning or interpretation of any provisions of this Subscription Agreement.
- 8.10 This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Subscription Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Subscription Agreement as of the date set forth on the acceptance page hereof.

SCHEDULE A

ACCREDITED INVESTOR CERTIFICATE

(One form to be completed by each Subscriber)

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement. The purpose of this Certificate is to assure the Issuer that each purchaser will meet certain requirements of NI 45-106 or, the Securities Act (Ontario), as applicable. The Issuer will rely on the information contained in this Certificate for the purposes of such determination.

The Subscriber covenants, represents and warrants to the Issuer that:

1. the Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Subscription Agreement and the Subscriber is able to bear the economic risk of loss arising from such transactions;
2. the Subscriber satisfies one or more of the categories of "accredited investor" (as that term is defined in NI 45-106 or the Securities Act (Ontario)) indicated below (please check the appropriate box):
 - (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank; or
(ii) in Ontario, a financial institution described in paragraph 73.1(1) of the Securities Act (Ontario),
 - (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada),
 - (c) a subsidiary of any person or company referred to in paragraphs (a) or (b), if the person or company 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 province or territory of Canada as an adviser or dealer, and in Ontario except as otherwise prescribed by applicable regulations,
 - (e) an individual registered under the securities legislation of a province or territory 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 province or territory 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 the government of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or the government of a province or territory 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 province or territory 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 (Note: see definition of "financial assets" below) **(YOU MUST COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN APPENDIX "A" ATTACHED TO THIS CERTIFICATE)**,
 - (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 (Note: see definition of "financial assets" below),

- (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year (Note: your "net income" before taxes is found on your personal income tax return) **(YOU MUST COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN APPENDIX "A" ATTACHED TO THIS CERTIFICATE),**
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 (Note: your "net assets" are your total assets (including real estate) minus your total debt.) **(YOU MUST COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN APPENDIX "A" ATTACHED TO THIS CERTIFICATE),**
- (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, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor (Note: your "net income" before taxes is found on your personal income tax return),
- (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*] of NI 45-106 or equivalent exemptions under applicable securities legislation as specified in Section 8.2 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 province or territory 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 province or territory 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 province or territory 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 province or territory 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. **If you checked (t), please indicate the name and category of accredited investor (by reference to the applicable letter in this Schedule C) of each of the following owners:**

	Name:	Category of Accredited Investor:
Owner:	_____	_____
Owner:	_____	_____
Owner:	_____	_____

[attach sheet if more than 3 owners]

- (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 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. **If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter in this Schedule C) of each of the following trustees:**

	Name:	Category of Accredited Investor:
Individual who established trust:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____

[attach sheet if more than 3 trustees]

For the purposes hereof:

- (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) **"control person"** means
 - (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
 - (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;
- (c) **"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;
- (d) **"eligibility adviser"** means
 - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
 - (ii) in Saskatchewan and Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or

certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:

- (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (e) "**executive officer**" means
- (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, or
 - (iii) performing a policy-making function in respect of the issuer;
- (f) "**financial assets**" means
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (g) "**founder**" means, in respect of an issuer, 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 issuer, and
 - (ii) at the time of the distribution or trade is actively involved in the business of the issuer;
- (h) "**foreign jurisdiction**" means a country other than Canada or a political subdivision of a country other than Canada;
- (i) "**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;
- (j) "**investment fund**" means a mutual fund or a non-redeemable investment fund and, for greater certainty in British Columbia, includes an EVCC and a VCC;
- (k) "**jurisdiction**" means a province or territory of Canada except when used in the term foreign jurisdiction;
- (l) "**local jurisdiction**" means the jurisdiction in which the Canadian securities regulatory authority is situate;
- (m) "**non-redeemable investment fund**" means an issuer,
- (i) whose primary purpose is to invest money provided by its securityholders,
 - (ii) that does not invest,
 - (A) 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
 - (B) 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
 - (iii) that is not a mutual fund;
- (n) "**person**" includes:
- (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and

- (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (o) "**regulator**" means, for the local jurisdiction, the Executive Director as defined under securities legislation of the local jurisdiction;
- (p) "**related entity**" means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;
- (q) "**related liabilities**" means
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets;
- (r) "**Schedule III bank**" means an authorized foreign bank named in Schedule III of the Bank Act (Canada);
- (s) "**spouse**" means
 - (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) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (t) "**subsidiary**" means an issuer that is controlled by another issuer.

Dated .

Signature of individual (if Subscriber is an individual)

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

**APPENDIX A
TO ACCREDITED INVESTOR CERTIFICATE**

**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:

Issuer:

Purchased from:

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

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

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

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

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

4. Your name and signature

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

First and last name (please print):

Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
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	
<p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

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

FRIENDS, FAMILY AND BUSINESS ASSOCIATES CERTIFICATE

TO: _____ (the "**Issuer**")

SECURITY: _____ (the "**Securities**")

In connection with the purchase of Securities of the Issuer by the undersigned (the "**Purchaser**"), as set out in the purchase agreement between the parties (the "**Agreement**"), to which this certificate is affixed as Schedule B, the Purchaser hereby represents, warrants, covenants, and certifies to the Issuer, and acknowledges as an integral part of the Agreement, as follows:

1. The Purchaser is purchasing the Securities as principal for its own account.
2. The Purchaser is and will be at Closing (as defined in the agreement) a person described in section 2.5 (a "**Related Person**") of National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") by virtue of satisfying the indicated criterion as set out herein.
3. The Purchaser fully understands the meaning of the terms and conditions of the paragraph of Related Person applicable to it and confirms that it has reviewed and understands the definitions of those terms as contained in this certificate in respect of the category of Related Person applicable to it.
4. If the Purchaser is not a director, executive officer, or control person of the Issuer, it has completed the Questionnaire to this certificate.
5. If the Purchaser is resident in Ontario, the Purchaser will complete **Schedule C** to the Agreement, which shall upon execution be incorporated into and form a part of the Agreement, and the Issuer, its counsel, and agent shall be entitled to rely thereon;
6. If the Purchaser is resident in Saskatchewan and is relying on a "close personal friendship" or "close business associate" relationship with the person identified in this schedule, the Purchaser will complete **Schedule D** to the Agreement, which shall upon execution be incorporated into and form a part of the Agreement, and the Issuer, its counsel, and agent shall be entitled to rely thereon;
7. Upon execution of this certificate by the Purchaser, this **Schedule B** shall be incorporated into and form a part of the Agreement, and the Issuer, its counsel and agent, shall be entitled to rely thereon.
8. The Purchaser acknowledges that the representations and warranties made in this certificate are made by the Purchaser with the intent that they be relied upon by the Issuer, its counsel, and agent, in determining the suitability of the Purchaser as a permitted person to which the Issuer may sell Securities to in a manner exempt from the registration and prospectus requirements of applicable securities laws and undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Purchaser set forth herein which takes place prior to Closing.

[Signature page follows]



Print Name of Purchaser

Date: _____

Print name of signatory

Title of signatory, if applicable

[continued below]

Applicable Category to Purchaser

In connection with the purchase of the Securities by the Purchaser, the Purchaser certifies for the benefit of the Issuer that the Purchaser is a person within the meaning of section 2.5 of NI 45-106 in the category as initialled below:

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

[continued below]

In this Schedule

A "**close personal friend**" is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. A close personal friend can include a family member who is not already specifically identified in the exemption if the family member satisfies the preceding criteria described.

An individual is not a close personal friend solely because the individual is a relative; 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. The relationship between the individual and the director, executive officer, founder or control person must be direct. A relationship that is primarily founded on participation in an Internet forum would not be considered to be that of a close personal friend.

A "**close business associate**" is an individual who has had sufficient prior business dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

An individual is not a close business associate solely because the 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. The relationship between the individual and the director, executive officer, founder or control person must be direct. A relationship that is primarily founded on participation in an Internet forum would not be considered to be that of a close business associate.

"**director**" means

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

"**executive officer**" means, for an issuer, an individual who is

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

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

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

[continued below]

QUESTIONNAIRE

I. Your name: _____

1) Name of entity in (h) and (i), if applicable _____

II. Name of Person: _____

1) The Person is my close friend my close business associate

my direct family member family member of my spouse

2) The Person is a director an executive director the Issuer of

a founder a control person an affiliate of the Issuer

3) The Person has known me for _____ year(s); We communicate _____.

4) The Person is my _____ (for family).

5) Further info &/or name of Affiliate _____
References in the first person mean the Purchaser

[end of schedule]

SCHEDULE C

Form 45-106F12

**Risk Acknowledgement Form for Family, Friend and
Business Associate 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

1. About your investment

Type of securities:

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. 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 _____, who holds the following position at the issuer or an affiliate of the issuer: _____.

C) You are a close personal friend of _____, 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 _____, 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 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	
By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i>	
<input type="checkbox"/> family relationship as set out in section 3B of this form <input type="checkbox"/> close personal friendship as set out in section 3C of this form <input type="checkbox"/> close business associate relationship as set out in section 3D of this form	
First and last name of contact person <i>[please print]</i> :	
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):	
Telephone:	Email:
Signature:	Date:
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	
Signature of executive officer of the issuer (other than the purchaser):	Date:

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, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.
4. The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus Exemptions. For guidance on the meaning of "close personal friend" and "close business associate", please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus Exemptions.

[end of schedule]

SCHEDULE D

Form 45-106F5

WARNING

**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.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- 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 _____ 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 _____.

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.

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

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.

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

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.]

[end of schedule]

SCHEDULE E

Form 45-110F2

Risk Acknowledgement

Issuer Name:

Type of Eligible Security Offered:

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

	Yes	No
1. Risk Acknowledgement		
Risk of loss - Do you understand that this is a risky investment and that you may lose all the money you pay for this investment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No income - Do you understand that you may not earn any income, such as dividends or interest, on this investment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liquidity risk - Do you understand that you may never be able to sell this investment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lack of information - Do you understand that you may not be provided with any ongoing information about the issuer and/or this investment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. No approval		
No approval - Do you understand that this investment has not been reviewed or approved in any way by a securities regulatory authority or regulator?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Limited legal rights		
Limited legal rights - Do you understand that you will not have the same rights as if you purchased under a prospectus or through a stock exchange? If you want to know more, you may need to seek professional legal advice.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Purchaser's acknowledgement		
Investment risks - Have you read this form and do you understand the risks of making this investment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Offering document - Has an offering document relating to this investment been made available to you on the funding portal? The offering document contains important information about this investment. If you have not read the offering document or if you do not understand the information in it, you should not invest. You should retain a copy of the offering document for your records. Have you read and do you understand the information in the offering document?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
First and last name: <input type="text" value="Signature"/>		
Electronic signature: By clicking the [I confirm] button, I acknowledge that I am signing this form electronically and agree that this is the legal equivalent of my handwritten signature. I will not at any time in the future claim that my electronic signature is not legally binding. The date of my electronic signature is the same as my acknowledgement.		
5. Additional information		

- **You have two days to cancel your purchase by sending a notice to the funding portal at:**
- **If you want more information about your local securities regulation, go to www.securities-administrators.ca. Securities regulators do not provide advice on investment.**
- **To check if the funding portal is operated by a registered dealer, go to www.aretheyregistered.ca.**

SCHEDULE F

**CERTIFICATION OF COMPLIANCE WITH MINIMUM
INVESTMENT AMOUNT PROSPECTUS EXEMPTION**

TO: _____ (the "**Issuer**")

SECURITY: _____ (the "**Securities**")

In connection with the purchase of Securities of the Issuer by the undersigned (the "**Purchaser**"), as set out in the purchase agreement between the parties (the "**Agreement**"), to which this certificate is affixed as **Schedule F**, the Purchaser hereby represents, warrants, covenants, and certifies to the Issuer, and acknowledges as an integral part of the Agreement, as follows:

1. The Purchaser is purchasing the Securities as principal for its own account.
2. The Purchaser is not an individual.
3. The aggregate cost of the Securities being purchased by the Purchaser (the "**Subscription Amount**") is not less than \$150,000.00, and the Subscription Amount will be paid in cash to the Issuer.
4. The Purchaser was not created or used solely to purchase or hold securities in reliance on the "minimum investment amount" prospectus requirement as set out in section 2.10(1) of NI 45-106.
5. Upon execution of this certificate by the Purchaser, this **Schedule F** shall be incorporated into and form a part of the Agreement, and the Issuer, its counsel and agent, shall be entitled to rely thereon.
6. The Purchaser acknowledges that the representations and warranties made in this certificate are made by the Purchaser with the intent that they be relied upon by the Issuer, its counsel, and agent, in determining the suitability of the Purchaser as a permitted person to which the Issuer may sell Securities to in a manner exempt from the registration and prospectus requirements of applicable securities laws and undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Purchaser set forth herein which takes place prior to the closing time of the purchase and sale of the Securities or ten days thereafter.



Print Name of Purchaser

Date: _____

Print name of signatory

Title of signatory, if applicable

SCHEDULE G
FORM 45-106F4
Risk Acknowledgement

WARNING!

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

1. Risks and other information The issuer must delete any rows required to be deleted The purchaser must initial each statement to confirm understanding	Your initials
Risk of loss - You could lose your entire investment of \$	
No approval - No securities regulatory authority or regulator has evaluated or approved the merits of these securities or the disclosure in the offering memorandum.	
Liquidity risk - You will not be able to sell these securities except in very limited circumstances. You may never be able to sell these securities.	
Repurchase - You have a right to require the issuer to repurchase the securities, but there are limitations on this right.	
You are buying Exempt Market Securities They are called exempt market securities because the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections). Exempt market securities are more risky than other securities.	
Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon to qualify as an eligible investor, you may be required to obtain that advice.	
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.	
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. For more information on the exempt market, contact your local securities regulator. You can find contact information at www.securities-administrators.ca .	
Total investment - You are investing \$ in total; this includes any amount you are obliged to pay in future. will pay 0% of this to as a fee or commission.	
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 (print):	
Signature:	Date:
<i>[Instruction: Sign 2 copies of this document. Keep one copy for your records.]</i>	

2. Salesperson information
Below information must be completed by the salesperson

[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, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (print):

Telephone:

Email:

Name of firm:

3. Additional information

The issuer must complete the required information in this section before giving the form to the purchaser

You have 2 business days to cancel your purchase

To do so, send a notice to stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to at its business address. Keep a copy of the notice for your records.

Issuer Name and Address: ;

Email:

You will receive an offering memorandum

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

[end of schedule]

SCHEDULE 1

Classification of Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 Prospectus Exemptions (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

A. You are an eligible investor because:	Your initials									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: middle;">Eligible Investor</td> <td style="padding: 5px;">Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)</td> <td style="width: 15%;"></td> </tr> <tr> <td></td> <td style="padding: 5px;">Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)</td> <td></td> </tr> <tr> <td></td> <td style="padding: 5px;">Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)</td> <td></td> </tr> </table>	Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this 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 \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)			Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)		
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this 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 \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)									
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)									

B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the Securities Act (Ontario), because:	Your initials												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: middle;">Accredited Investor</td> <td style="padding: 5px;">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 this calendar year. (You can find your net income before taxes on your personal income tax return.)</td> <td style="width: 15%;"></td> </tr> <tr> <td></td> <td style="padding: 5px;">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.</td> <td></td> </tr> <tr> <td></td> <td style="padding: 5px;">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.</td> <td></td> </tr> <tr> <td></td> <td style="padding: 5px;">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.)</td> <td></td> </tr> </table>	Accredited Investor	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 this calendar year. (You can find your net income before taxes on your personal income tax return.)			Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.			Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.			Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)		
Accredited Investor	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 this calendar year. (You can find your net income before taxes on your personal income tax return.)												
	Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.												
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.												
	Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)												

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:	Your initials

Family, Friends and Business Associates	<p>You are:</p> <p>1) [check all applicable boxes]</p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) [check all applicable boxes]</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> 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</p>	
	<p>You are a family member of _____ [Instruction: Insert the name of the person who is your relative either directly or through his or her spouse], who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>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.]</p>	
	<p>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: _____.</p> <p>You have known that person for _____ years.</p>	
	<p>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: _____.</p> <p>You have known that person for _____ years.</p>	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	You acknowledge that you are not an eligible investor.	

[end of schedule]

SCHEDULE 2

Investment Limits for Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 Prospectus Exemptions (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan

SECTION 1 TO BE COMPLETED BY THE PURCHASER
1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption
You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.

A. You are an eligible investor.		Your initials
	As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable. Initial one of the following statements:	
Eligible Investor	You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.	
	You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable. You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the <i>Securities Act</i> (Ontario).		Your initials
Accredited Investor	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [<i>Accredited investor</i>], you are not subject to investment limits.	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [<i>Family, friends and business associates</i>], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials

Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	
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SECTION 2 TO BE COMPLETED BY THE REGISTRANT

2. Registrant information

[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]

First and last name of registrant (please print):

Registered as: DEALING REPRESENTATIVE

Telephone:	Email:
------------	--------

Name of firm:

Date:

[end of schedule]

SCHEDULE 3

Eligible Investor Questionnaire for Manitoba Subscribers

Instructions: This schedule must be completed together with the Risk Acknowledgement Form by Subscribers purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2) of National Instrument 45-106 Prospectus Exemptions (NI 45-106) in Manitoba and are purchasing securities for greater than \$10,000.

A. You are an eligible investor.		Your initials
Eligible Investor	A person or company whose: (i) net assets, alone or with a spouse, in the case of an individual, exceed \$400,000, (ii) net income before taxes exceeded \$75,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or (iii) net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year.	
	A person or company of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors.	
	A general partnership of which all of the partners are eligible investors.	
	A limited partnership of which the majority of the general partners are eligible investors.	
	A trust or estate in which all of the beneficiaries or a majority of the trustees or executors are eligible investors.	
	An accredited investor.	
	A director, executive officer or control person of the Manager, or a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Issuer or of a spouse of a director, executive officer or control person of the Issuer, or a close personal friend or close business associate of a director, executive officer or control person of the Issuer.	
	A person or company that has obtained advice regarding the suitability of the investment and, if the person or company is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser.	

As used in this Schedule 3, the following term has the following meaning:

"eligibility adviser" means:

(a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and

(b) in Manitoba, also means a lawyer who is a practising member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or management accountants in a jurisdiction of Canada provided that the lawyer or public accountant:

(i) does not have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and

(ii) has not acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person or company that has acted for or been retained by the issuer or any of its

[end of schedule]

SCHEDULE H

CONTACT INFORMATION FOR CANADIAN SECURITIES REGULATORY AUTHORITIES

<p>British Columbia Securities Commission P.O. Box 10142, Pacific Centre 701 West Georgia Street Vancouver, British Columbia V7Y 1L2 Inquiries: (604) 899-6854 Toll free in Canada: 1-800-373-6393 Facsimile: (604) 899-6581 Email: FOI-privacy@bcsc.bc.ca Public official contact regarding indirect collection of information: FOI Inquiries</p>	<p>Ontario Securities Commission 20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Telephone: (416) 593- 8314 Toll free in Canada: 1-877-785-1555 Facsimile: (416) 593-8122 Email: exemptmarketfilings@osc.gov.on.ca Public official contact regarding indirect collection of information: Inquiries Officer</p>
<p>Alberta Securities Commission Suite 600, 250 - 5th Street SW Calgary, Alberta T2P 0R4 Telephone: (403) 297-6454 Toll free in Canada: 1-877-355-0585 Facsimile: (403) 297-2082 Public official contact regarding indirect collection of information: FOIP Coordinator</p>	<p>Financial and Consumer Affairs Authority of Saskatchewan Suite 601 - 1919 Saskatchewan Drive Regina, Saskatchewan S4P 4H2 Telephone: 306-787-5842 Facsimile: 306-787-5899 Public official contact regarding indirect collection of information: Director</p>
<p>The Manitoba Securities Commission 500 – 400 St. Mary Avenue Winnipeg, Manitoba R3C 4K5 Telephone: (204) 945-2548 Toll free in Manitoba 1-800-655-5244 Facsimile: (204) 945-0330</p>	<p>Autorité des marchés financiers 800, Square Victoria, 22e étage C.P. 246, Tour de la Bourse Montréal, Québec H4Z 1G3 Telephone: (514) 395-0337 or 1-877-525-0337 Facsimile: (514) 873-6155 (For filing purposes only) Facsimile: (514) 864-6381 (For privacy requests only) Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers); fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)</p>
<p>Financial and Consumer Services Commission (New Brunswick) 85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2 Telephone: (506) 658-3060 Toll free in Canada: 1-866-933-2222 Facsimile: (506) 658-3059 Email: info@fcnb.ca</p>	<p>Government of Nunavut Department of Justice Legal Registries Division P.O. Box 1000, Station 570 1st Floor, Brown Building Iqaluit, Nunavut X0A 0H0 Telephone: (867) 975-6590 Facsimile: (867) 975-6594</p>
<p>Government of Newfoundland and Labrador Financial Services Regulation Division P.O. Box 8700 Confederation Building 2nd Floor, West Block Prince Philip Drive St. John's, Newfoundland and Labrador A1B 4J6 Attention: Director of Securities Telephone: (709) 729-4189 Facsimile: (709) 729-6187</p>	<p>Prince Edward Island Securities Office 95 Rochford Street, 4th Floor Shaw Building P.O. Box 2000 Charlottetown, Prince Edward Island C1A 7N8 Telephone: (902) 368-4569 Facsimile: (902) 368-5283</p>
<p>Government of the Northwest Territories Office of the Superintendent of Securities P.O. Box 1320 Yellowknife, Northwest Territories X1A 2L9 Attention: Deputy Superintendent, Legal & Enforcement Telephone: (867) 920-8984 Facsimile: (867) 873-0243</p>	<p>Government of Yukon Department of Community Services Law Centre, 3rd Floor 2130 Second Avenue Whitehorse, Yukon Y1A 5H6 Telephone: (867) 667-5314 Facsimile: (867) 393-6251</p>

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