

**INSTRUCTIONS TO SUBSCRIPTION AGREEMENT FOR COMMON SHARES OF**

**YOUR COMPANY**  
**(the "Corporation")**

**PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:**

1. A signed copy of this Subscription Agreement; and
2. A cheque or bank draft in an amount equal to the Aggregate Subscription Amount, payable to "YOUR COMPANY"; and
  - if the Subscriber is resident of any jurisdiction in Canada (other than Saskatchewan or Ontario) and is a friend, family member or close business associate of the Corporation, he/she/it has completed Schedule "A" and the associated Appendix 1; or
  - if the Subscriber is resident of **Saskatchewan** and is a friend, family member or close business associate of the Corporation, he/she/it has completed Schedule "A" and the associated Appendix 2; or
  - if the Subscriber is resident of **Ontario** and is a friend, family member or close business associate of the Corporation, he/she/it has completed Schedule "A" and the associated Appendix 3.

**PLEASE DELIVER YOUR SUBSCRIPTION TO:**

**YOUR COMPANY.**  
**ADDRESS**  
Email: **TBD**

**SUBSCRIPTION AGREEMENT**  
**YOUR COMPANY** (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of Common Shares (the "Common Shares") of the Corporation, for the Aggregate Subscription Amount set forth below, representing a subscription price of \$TBD per Common Share, subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Common Shares of YOUR COMPANY" attached hereto (together with this page and the attached Schedules and Appendices, the "Subscription Agreement").

Subscription funds must be delivered by bank draft or cheque made payable to "YOUR COMPANY" at INSERT ADDRESS.

\_\_\_\_\_  
 (Name of Subscriber - please print)

By: \_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (If Subscriber not an individual, Name and Official Capacity or Title)

\_\_\_\_\_  
 (Social Insurance Number or Corporate Tax Number)

\_\_\_\_\_  
 Date of Execution

\_\_\_\_\_  
 (Subscriber's Address – LINE ONE)

\_\_\_\_\_  
 (Subscriber's Address – LINE TWO)

\_\_\_\_\_  
 (Telephone Number)

\_\_\_\_\_  
 (E-Mail Address)

Number of Common Shares: \_\_\_\_\_

Aggregate Subscription Amount: \$ \_\_\_\_\_

**Insider Status**

Is the Subscriber an "Insider" of the Corporation as defined by applicable securities laws in the jurisdiction of residence of the Subscriber?

YES  NO

**Registrant Status**

Is the Subscriber a "Registrant" as defined by applicable securities laws in the jurisdiction of residence of the Subscriber?

YES  NO

**Register the Common Shares as set forth below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Address)

**Deliver the Common Shares as set forth below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Address)

**FOR OFFICE USE ONLY**

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

**YOUR COMPANY** Date : \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_ Certificate No. Issued: \_\_\_\_\_

**Terms and Conditions of Subscription for Common Shares of  
YOUR COMPANY**

**1. Definitions:**

In this Agreement:

- a) **“Agreement”** or **“Subscription Agreement”** means this subscription agreement as may be amended from time to time;
- b) **“Aggregate Subscription Amount”** means those funds received by the Corporation with respect to the Common Shares subscribed for under this Agreement;
- c) **“Business Day”** means a day on which Canadian chartered banks are open for the transaction of regular business in the Province of **TBD**;
- d) **“Closing”** means the one or more closing(s) of the purchase and sale of the Common Shares;
- e) **“Closing Date”** means the date on which an initial Closing of the sale of the Common takes place, or such other date or dates designated by the Corporation;
- f) **“Common Shares”** means the Common **(TBD)** shares being offered by the Corporation on the terms set out in Schedule “B” hereto;
- g) **“Corporation”** means **YOUR COMPANY**, a private TBD corporation;
- h) **“NI 45-106”** means National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators;
- i) **“Offering”** means the offering of up to **{TBD}** Common Shares by the Corporation on the terms and conditions set out herein;
- j) **“Offering Jurisdictions”** means all Provinces and Territories of Canada;
- k) **“Person”** means an individual, a firm, a limited partnership, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;
- l) **“Securities Laws”** means the securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities of, the Offering Jurisdictions;
- m) **“Subscriber”** means the signatory herein;
- n) **“Subscription Price”** means \$**{TBD}** per Common Share; and
- o) **“Tax Act”** means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time.

**2. Acknowledgements of Subscriber**

The Subscriber acknowledges that:

- a) this subscription for Common Shares is subject to compliance with all relevant securities law requirements;
- b) it is aware that the offer made by this subscription is irrevocable and requires acceptance by the Corporation and will not become an agreement between the Subscriber and the Corporation until accepted by the Corporation;
- c) it is making the investment entirely at his/her/its own risk;
- d) no securities commission or regulator or similar regulatory authority has evaluated or endorsed the merits of the Common Shares and there is no government or other insurance covering the Common Shares;
- e) there are restrictions on his/her/its ability to resell the Common Shares and it is his/her/its responsibility to find out what those restrictions are and to comply with them before selling the Common Shares;
- f) the offering of the Common Shares by the Corporation is not underwritten;
- g) no governmental authority, regulatory body, stock exchange or other entity in Canada has either reviewed this Subscription Agreement, or any other documents which the Corporation has provided or made available to the Subscriber, or made any finding or determination as to the merits of this investment, and no such agencies, governmental authorities, regulatory bodies, stock exchanges or other entities have made any recommendation or endorsement with respect to the Common Shares;
- h) the sale of the Common Shares has not been qualified for distribution under the securities legislation of any province or other jurisdiction, by way of prospectus or otherwise, and that the Subscriber is purchasing the Common Shares pursuant to exemptions or orders contained in or issued under securities legislation and the Subscriber will not have the right to most of the civil remedies established by securities legislation; and

- i) the officers and directors of the Corporation will be involved directly in the selling of the Common Shares under this Offering. The officers and directors of the Corporation will not receive any commissions or fees for affecting such sales. TBD

### 3. Representations and Warranties of the Subscriber

#### A. General

By executing this Agreement, the Subscriber represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and their legal counsel are relying thereon) that the Subscriber:

- a) understands that there is no market for the Common Shares, that no market may develop, and that the Corporation is not a “reporting issuer”, as defined under Securities Laws, and resale of the Common Shares is restricted;
- b) is purchasing the Common Shares as principal for his/her/its own account, not for the benefit of any other Person, and not with a view to resale or distribution;
- c) if an individual, has attained the age of majority and is legally competent to execute this subscription and to take all actions required pursuant to its terms;
- d) if a limited partnership, is duly incorporated and organized, is a valid and subsisting limited partnership and has the full corporate right, power and authority to execute and deliver this Agreement;
- e) if he/she/it is a resident of an Offering Jurisdiction and cannot otherwise satisfy any of the requirements set forth in this section 3, he/she/it is acquiring the Common Shares pursuant to and in compliance with an exemption from the prospectus requirements of the Securities Laws of the jurisdiction in which he/she/it resides and will provide the Corporation, on request, whether before or after the Closing Date, with evidence of such compliance;
- f) is capable of assessing the proposed investment in the Common Shares as a result of his financial or investment experience or as a result of advice received from a registered Person other than the Corporation or an affiliate thereof and he is able to bear the economic loss of the investment in the Common Shares;
- g) is not a U.S. Person (as that term is defined in Rule 902 of Regulation S under the *Securities Act* of 1933, as amended, of the United States of America) and is not and will not be purchasing Common Shares for the account or benefit of any U.S. Person and did not execute or deliver this Agreement in the United States of America;
- h) acknowledges that no agency, governmental authority, securities commission, regulator or similar regulatory body, stock exchange or other entity has reviewed, passed on or made any finding or determination as to the merit for investment of the Common Shares nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Common Shares;
- i) acknowledges that the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Common Shares through a Person registered to sell securities under the Securities Laws and, as a consequence of acquiring securities pursuant to this exemption,
  - (i) certain protections, rights and remedies provided by the Securities Laws, may not be available to the Subscriber, or others for whom he is contracting hereunder,
  - (ii) the Subscriber, or others for whom he is contracting hereunder, may not receive information that would otherwise be required to be given under the Securities Laws, and
  - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws of the Offering Jurisdictions;
- j) acknowledges that except as set out in this Agreement, no Person has made to the Subscriber any written or oral representation:
  - (i) that any Person will resell or repurchase any of the Common Shares;
  - (ii) that any Person will refund the purchase price of the Common Shares;
  - (iii) as to the future price or value of any of the Common Shares; or
  - (iv) that any of the Common Shares will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Common Shares for trading on a stock exchange;
- k) acknowledges that he/she/it is a resident of the Offering Jurisdictions as set forth in this Subscription Agreement under “Subscriber’s Address”;

- l) acknowledges that this Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- m) acknowledges that if required by applicable securities legislation, policy or order, or securities commission, regulator or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings, and other documents with respect to the issue of Common Shares that may be required;
- n) acknowledges that he/she/it on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, understands and acknowledges that the Common Shares will be subject to certain resale restrictions under applicable Securities Laws and the Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) agrees to comply with such restrictions. **In particular, the Subscriber further understands and acknowledges that the Corporation is not a reporting issuer in any Province or Territory of Canada and, therefore, the Common Shares will be subject to a statutory hold period which will be of an indefinite period (i.e., will not commence to be reduced) unless and until such time as the Corporation becomes a reporting issuer in a Canadian jurisdiction, and during such statutory hold period, none of the Common Shares may be resold except pursuant to a statutory exemption or a discretionary ruling issued by the securities commission in the Subscriber's Province of residence.** Subscribers are advised to consult their own legal advisors in this regard. The Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) acknowledges that it has been advised to consult its own legal advisors with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions (and the Corporation is not in any manner responsible for ensuring compliance by the Subscriber with such restrictions).
- o) is not a "non-resident" of Canada as that term is defined in the Tax Act;
- p) is able to bear the economic risk of loss of his investment and has the investment acumen to assess the securities being offered hereunder because of the Subscriber's net worth and investment experience;
- q) has had the opportunity to consult his/her/its own independent professional advisors with respect to the income tax consequences of purchasing the Common Shares; and
- r) acknowledges that none of the Common Shares are being purchased by the Subscriber with knowledge of any material fact about the Corporation that has not been generally disclosed.

B. Offering Jurisdictions

If the Subscriber is resident in, or are otherwise subject to the Securities Laws of the Offering Jurisdictions, then:

- a) he/she/it is either:
  - (i) purchasing the Common Shares as principal for his/her/its own account and not for the benefit of any other Person and he/she/it has a NI 45-106 prospectus exemption available to him/her/it as set out in Schedule "A"; or
  - (ii) subscribing for the Common Shares as agent for a beneficial principal disclosed on the execution page of this Agreement, and he/she/it is not an agent or trustee and each disclosed principal for whom he/she/it is acting has a NI 45-106 prospectus exemption available to him/her/it as set out in Schedule "A" and is purchasing as principal for his/her/its own account and not for the benefit of any other Person; and
  - (iii) he/she/it has concurrently executed and delivered the Risk Acknowledgment in the form attached hereto as Schedule "A" and Appendix 1, 2 or 3, as applicable.
- b) the provisions of paragraph (a) of this subsection 3-B will be true and correct both as of the date of execution of this Agreement and as of the Closing Date; and

- c) the Subscriber acknowledges and consents to the release by the Corporation of certain information regarding the subscription, including the Subscriber's name, address, telephone number and registration instructions, the number of Common Shares purchased, the number of Common Shares held, his status as a Subscriber as represented in Schedule "A" and, if applicable, information regarding the beneficial ownership of the Subscriber or his principal, in compliance with the Securities Laws or as otherwise required by the law of the Corporation and for the purposes of arranging for the preparation of the certificates representing the Common Shares.

#### 4. Legends

The Subscriber is aware of the attributes and characteristics of the Common Shares, the risks relating to an investment therein and of the fact that the Subscriber may not be able to resell the Common Shares, except in accordance with limited exemptions under applicable securities legislation and regulatory policy, and the Subscriber understands and confirms that it has been advised that any certificates representing the Common Shares will bear the following legend indicating that the resale of such securities is restricted:

*"Unless permitted under securities legislation, the holder of this security must not trade this security before the date that is 4 months and a day after the date the issuer becomes a reporting issuer in any province or territory."*

and the Subscriber further agrees that it is the Subscriber's responsibility to comply with such restrictions before selling the Common Shares;

#### 5. Representations and Warranties of the Corporation

##### A. General

The Corporation represents and warrants to and for the benefit of the Subscriber (and acknowledges that the Subscriber is relying thereon) that:

- a) the Corporation has been duly formed and is validly subsisting under the laws of the Province of **TBD**;
- b) the Corporation has the full corporate right, power and authority to execute and deliver this Agreement and to authorize the issuance of the Common Shares to the Subscriber;
- c) all necessary corporate action will have been taken by the relevant Closing Date to authorize the issue and sale of, and the delivery of certificates representing, the Common Shares;
- d) this Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms; and
- e) the execution and delivery of, and the performance of the terms of the Agreement by the Corporation, including the issue of the Common Shares described herein do not constitute a breach of, or default under, the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound.

#### 6. General Terms

The initial Closing of the Common Shares will be completed at the offices of the Corporation in **TBD** at such time as the Corporation may determine.

7. The Subscriber agrees to deliver to the Corporation prior to the Closing Date:

- a) this duly completed and executed Agreement and all Schedules and Appendices as applicable thereto;
- b) a cheque or bank draft payable to "**YOUR COMPANY**" for the Aggregate Subscription Amount; and
- c) such other documents as may be requested as contemplated by paragraph 3 hereof.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of **TBD** and the laws of Canada applicable therein.

9. This Agreement shall be subject to the approval of all securities and regulatory authorities having jurisdiction.

10. This Agreement may be executed in any number of counterparts and by facsimile/email, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

11. The Subscriber agrees that the Corporation will not be liable for any misrepresentation if the Subscriber purchased Common Shares with knowledge of the misrepresentation; and in any event, in an action for damages, the Corporation is not liable for all or any portion of such damages that do not represent the depreciation in value of Common Shares as a result of the misrepresentation relied upon.

12. The Subscriber agrees that in no case shall the Corporation be liable for an amount recoverable as a result of a breach of the representations and warranties in this Agreement in excess of the price at which the Common Shares were sold to the Subscriber.
13. The Subscriber acknowledges that pursuant to anti-spam legislation that may be in force in the jurisdiction in which the Subscriber is resident, the implied or express consent of the Subscriber may be required to receive commercial electronic messages from the Corporation, and the Subscriber hereby consents to the receipt of e-mail, or any other form of commercial electronic message, from the Corporation or any of its designated affiliates, for the purposes of general communication with the Subscriber, or for any other purpose as communicated by the Corporation.
14. The Subscriber hereby consents to the collection, use and disclosure by the Corporation and its authorized agents and representatives of the Subscriber's personal information set forth herein ("**Personal Information**") to enable the Corporation to fulfill its regulatory and reporting requirements and recognizes that this disclosure may result in the disclosure of some or all of the Personal Information becoming public information and, without limiting the foregoing, consents to the disclosure of such Personal Information to the Corporation's authorized agents and representatives, securities commissions and/or other regulatory agencies in any jurisdiction in which the rules and requirements of such body may require such reporting, or as may be required or permitted by law.
15. In order to permit the Corporation to comply with the requirements of Personal Information Protection and Electronic Documents Act ("**PIPEDA**"), the Subscriber expressly consents to the disclosure by the Corporation in any submission or filing that the Corporation may be required to make with any applicable regulatory authority of any Personal Information.
16. The funds representing the aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) Terrorist Financing Act (the "**PCMLTFA**") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the subscription of the Subscriber hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge:
  - (i) none of the subscription funds to be provided by the Subscriber:
    1. have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or
    2. are being tendered on behalf of a Person or entity who has not been identified to the Subscriber; and
  - (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and provide the Corporation with appropriate information in connection therewith.
17. Time is of the essence hereof.
18. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
19. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
20. In this Subscription Agreement (including attachments), references to "\$" or "Cdn. \$" are to Canadian dollars.

**SCHEDULE "A"****CERTIFICATE**

**TO:** **YOUR COMPANY** (the "Corporation")

In connection with the purchase by the undersigned (the "Subscriber"), of Common shares (the "Common Shares") in the Corporation, the undersigned hereby represents, warrants, covenants to and certifies to the Corporation and its counsel (on behalf of itself or on behalf of the disclosed principal, as the case may be) that:

1. The Subscriber is resident in a province or territory of Canada or is subject to the securities laws of any one of the above provinces or Territories;
2. The Subscriber is purchasing the Common Shares as principal for its own account;
3. The Subscriber is:
  - a) Please initial the appropriate line:
    - \_\_\_\_\_ (A) a "director", "executive officer" or "control person" (as such terms are defined in NI 45-106 and reproduced in Appendix 1 of Schedule A of this Subscription Agreement) of the Corporation, or of an affiliate of the Corporation; or
    - \_\_\_\_\_ (B) a "spouse" (as such term is defined in NI 45-106 and reproduced in Appendix 1 of Schedule A of this Subscription Agreement), parent, grandparent, brother, sister or child of any person referred to in subparagraph (A) above; or
    - \_\_\_\_\_ (C) a parent, grandparent, brother, sister or child of the spouse of any person referred to in subparagraph (A) above; or
    - \_\_\_\_\_ (D) a close personal friend of any person referred to in subparagraph (A) above and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with any of such persons; or
    - \_\_\_\_\_ (E) a close business associate of any person referred to in subparagraph (A) above and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with any of such persons; or
    - \_\_\_\_\_ (F) a "founder" (as such term is defined in NI 45-106 and reproduced in Appendix 1 of Schedule A of this Subscription Agreement) of the Corporation, or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Corporation and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship with such founder of the Corporation; or
    - \_\_\_\_\_ (G) a parent, grandparent, brother, sister or child of a spouse of a founder of the Corporation; or
    - \_\_\_\_\_ (H) a person of which a majority of the voting securities are beneficially owned by, or a majority of directors are, persons described in subparagraphs (A) through (G) above; or
    - \_\_\_\_\_ (I) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in subparagraphs (A) through (G) above.
  - b) has concurrently executed and delivered a Representation Letter in the form attached as Appendix 1 hereto and neither the Subscriber nor any affiliate or associate of the Subscriber will pay any commission or finder's fee to any director, officer, founder or control person of the Corporation or an affiliate, nor to the best of their knowledge, is any director, officers, founder or control person of the Corporation or an affiliate entitled to a finder's fee or commission, in each case in connection with this Offering;



*(Note: for the purposes of subparagraph (D) above, a person is not a close personal friend solely because the individual is a relative or a member of the same organization, association or religious group or because the individual is a client, customer or former client or customer, nor is an individual a close personal friend as a result of being a close personal friend of a close personal friend of one of the listed individuals above, rather the relationship must be direct. A close personal friend is one 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. Further, for the purposes of subparagraph (E) above, a person is not a “close business associate” if the person is a casual business associate or a person introduced or solicited for purposes of purchasing securities nor is the individual a close business associate solely because the individual is a client, customer, former client or customer, nor is the individual a close business associate if they are a close business associate of a close business associate of one of the listed individuals above, rather the relationship must be direct. A close business associate is an individual who had sufficient prior dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness)*

- 4. The above representations, warranties and covenants will be true and correct both as of the execution of this certificate and as of the closing time of the purchase and sale of the Common Shares and will survive the completion of the issue of the Common Shares; and
- 5. The foregoing representations, warranties and covenants are made by the undersigned with the intent that they be relied upon in determining the suitability of the undersigned as a purchaser of the Common Shares and the undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Common Shares.

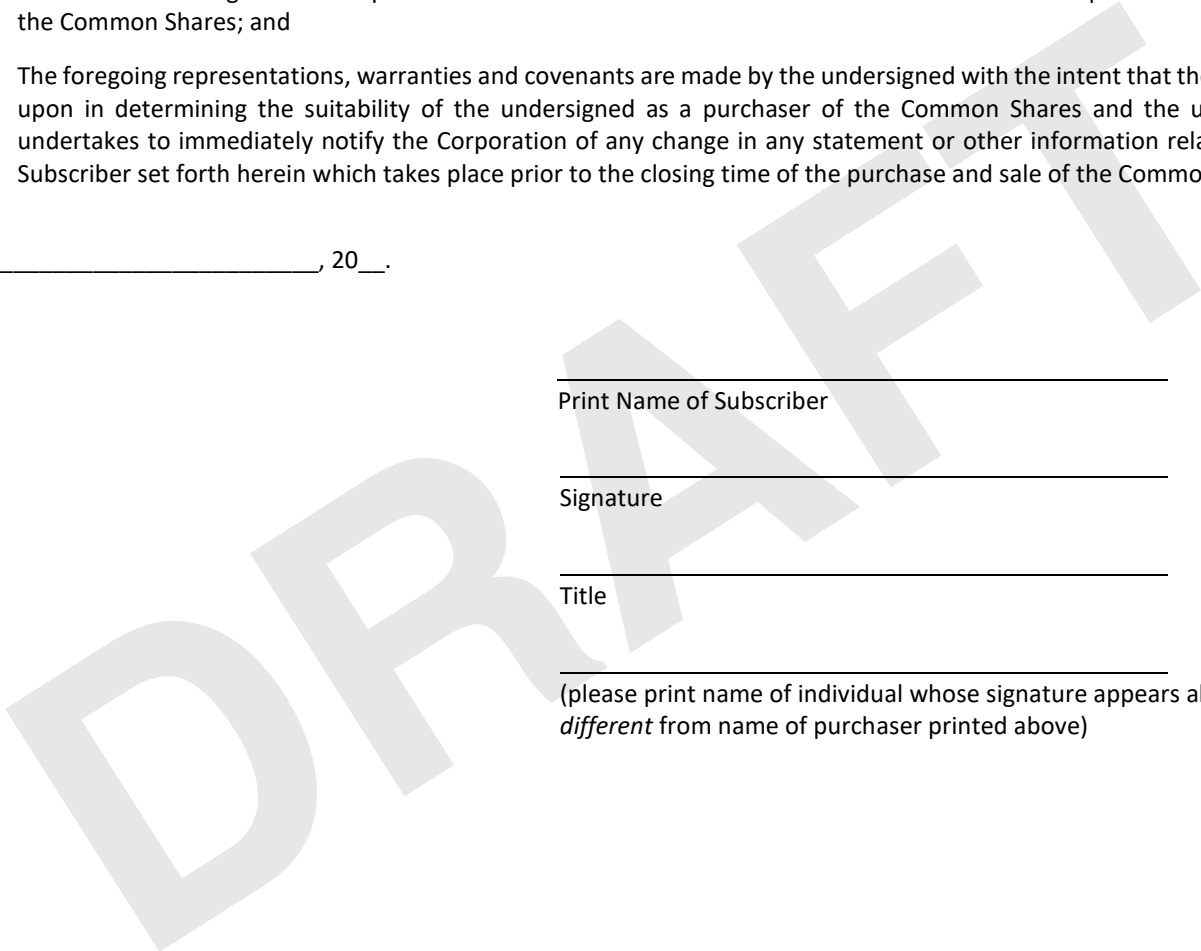
Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name of Subscriber

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
(please print name of individual whose signature appears above, if different from name of purchaser printed above)



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APPENDIX 1 TO SCHEDULE "A"

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**REPRESENTATION LETTER**

**TO BE COMPLETED BY FAMILY MEMBERS, CLOSE PERSONAL FRIENDS OR CLOSE BUSINESS ASSOCIATES OF A DIRECTOR, EXECUTIVE OFFICER, FOUNDER OR CONTROL PERSON OF THE CORPORATION**

**TO:** **YOUR COMPANY** (the "Corporation")

In connection with the purchase by the undersigned (the "Subscriber") of Common Shares in the Corporation, the Subscriber hereby represents and warrants that the Subscriber's relationship to the directors, executive officers, founders or control persons of the Corporation is as follows:

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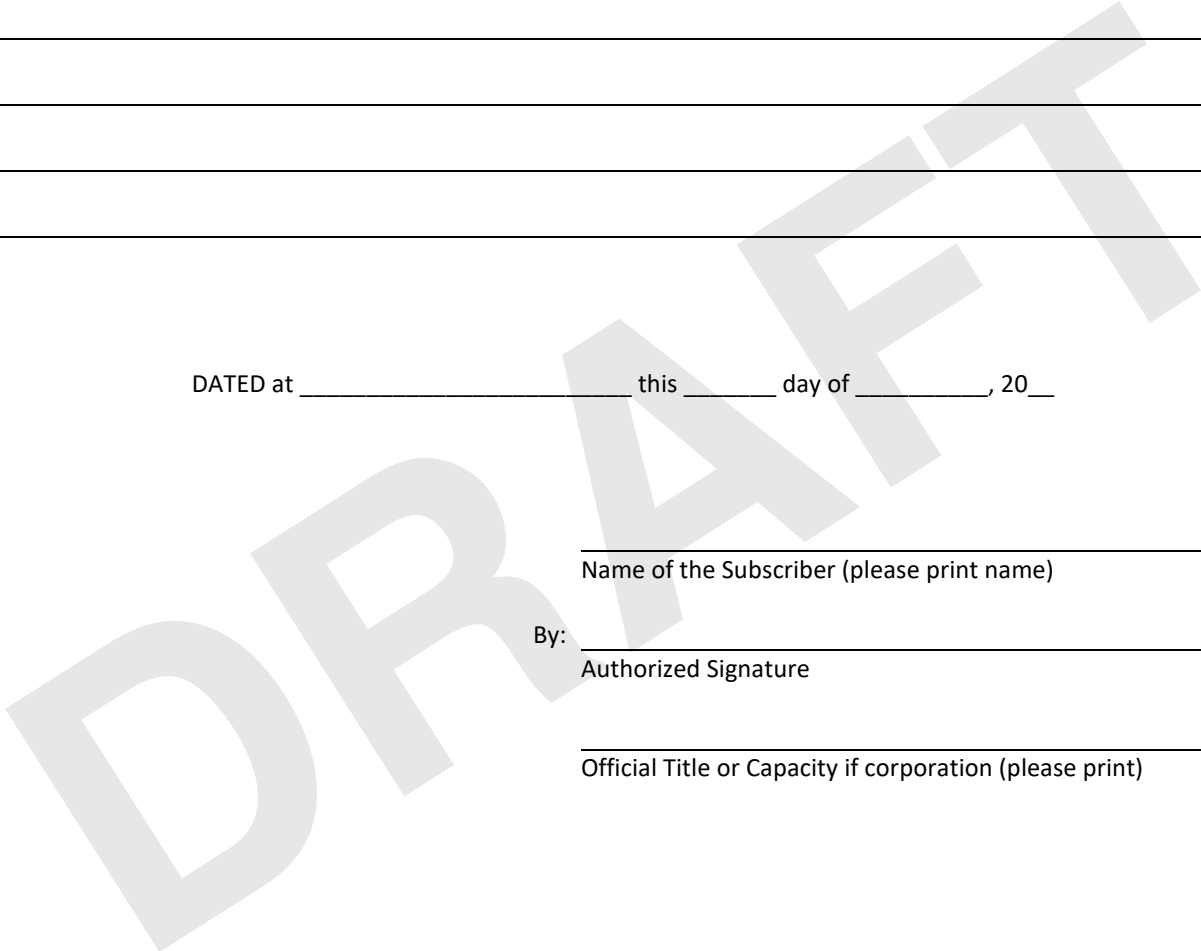
DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of the Subscriber (please print name)

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Official Title or Capacity if corporation (please print)



## APPENDIX 2 TO SCHEDULE "A"

## FORM 45-103F5

## 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 has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority 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.
- 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 am investing \$ \_\_\_\_\_ in total; this includes any amount I am obliged to pay in the future.

I am a **close** personal friend or **close** business associate of \_\_\_\_\_ [state name],  
who is a \_\_\_\_\_ [state title - founder, director, senior officer or control person] of **YOUR COMPANY**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

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

**WARNING**

**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.

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 [www.sfsc.gov.sk.ca](http://www.sfsc.gov.sk.ca).

## APPENDIX 2 TO SCHEDULE "A"

**FORM 45-103F5**  
**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 has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority 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.
- 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 am investing \$\_\_\_\_\_ in total; this includes any amount I am obliged to pay in the future.

I am a **close** personal friend or **close** business associate of \_\_\_\_\_ [state name],

who is a \_\_\_\_\_ [state title - founder, director, senior officer or control person] of **YOUR COMPANY**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

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

**WARNING**

**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.

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 [www.sfsc.gov.sk.ca](http://www.sfsc.gov.sk.ca).

## APPENDIX 3 TO SCHEDULE "A"

Form 45-106F12

**Risk Acknowledgement Form for Family, Friend and Business Associate Investors in Ontario****WARNING!****This investment is risky.****Don't invest unless you can afford to lose all the money you pay for this investment.**

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER</b>	
<b>1. About your investment</b>	
Type of securities: Common Shares	Issuer: YOUR COMPANY
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – 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.	
<b>3. Family, friend or business associate status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you:	
	<b>Your initials</b>
A) You are:	
1) [check all applicable boxes]	
<input type="checkbox"/> a director of the issuer or a director of the issuer's affiliate <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer or an affiliate of the issuer	
OR	
2) [check all applicable boxes]	
<input type="checkbox"/> a person in 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 <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	
B) 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: _____.	
You are the _____ of that person or that person's spouse.	
[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]	

C) You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
D) You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
<b>4. Your name and signature</b>		
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:	
<b>SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE</b>		
<b>5. Contact person at the Issuer or an affiliate of the Issuer</b>		
<i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]</i>		
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:	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER</b>		
<b>6. For more information about this investment</b>		
<b>YOUR COMPANY</b> <b>ADDRESS</b> Email: <b>TBD</b>		
<b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b>		
Signature of executive officer of the issuer (other than the purchaser):		Date:



## APPENDIX 3 TO SCHEDULE "A"

Form 45-106F12

**Risk Acknowledgement Form for Family, Friend and Business Associate Investors in Ontario****WARNING!****This investment is risky.****Don't invest unless you can afford to lose all the money you pay for this investment.**

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER</b>	
<b>1. About your investment</b>	
Type of securities: Common Shares	Issuer: YOUR COMPANY
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – 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.	
<b>3. Family, friend or business associate status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you:	
	<b>Your initials</b>
<p>A) 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>B) 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.</p> <p>[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>	

C) You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
D) You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
<b>4. Your name and signature</b>		
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:	
<b>SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE</b>		
<b>5. Contact person at the Issuer or an affiliate of the Issuer</b>		
<i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]</i>		
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:	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER</b>		
<b>6. For more information about this investment</b>		
<b>YOUR COMPANY</b> <b>ADDRESS</b> Email: <b>TBD</b>		
<b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b>		
Signature of executive officer of the issuer (other than the purchaser):		Date:

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SCHEDULE "B"

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Rights of all Classes of Shares of the Corporation - **TBD**

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