



PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT
Class C Shares
(2025-26 OM - BC, AB & ON)

TO: VERSA PLATINUM FINANCIAL CORP. (the “Company”)

Re: Purchase of Class C Shares of the Company

Details of Subscription: The undersigned (the “Subscriber”) hereby irrevocably subscribes for and agrees to purchase from the Company, on the terms and conditions set forth herein and in the attached schedules, that number of **Class C Shares** of the Company set out below (the “**Class C Shares**”) at a price of \$1.00 per Class C Share. The Class C Shares subscribed for in this Agreement form part of a larger private placement of Class C Shares (the “**Offering**”) being sold pursuant to the Company’s most recent offering memorandum (together with any amendments thereto, the “**Offering Memorandum**”), a copy of which has been provided to the Subscriber prior to the execution of this Agreement.

Number of Class C Shares: _____ **Class C Shares**

Subscription Amount: \$ _____ (\$1.00 per Class C Share)
Minimum Subscription is \$10,000 and, if resident in Alberta or Ontario, the Maximum Subscription is as set out in clause 7(c) of Schedule IV

The Company and its selling agent are authorized to release such funds, together with any accrued interest, upon the Closing (as defined herein) of the Offering.

Subscriber is: _____ Existing Class C Shareholder _____ New Class C Shareholder
(Check one)

Subscriber directs (can be subsequently changed) the quarterly distributions be:

_____ Reinvested in Class C Shares _____ Paid to Subscriber (Check one)

Name of Subscriber: _____

Address: _____

Street Address

City and Province

Postal Code

Contact Name (if Subscriber is not an individual)

Telephone Number

e-mail Address

SIN / BN:

Social Insurance Number / Business Number

Date of Birth:

<p>Registration Instructions: Complete following if the certificate(s) representing the Class C Shares are to be registered other than in the Subscriber's name.</p> <p>Name: _____</p> <p>Address: _____ Street Address _____ City and Province Postal Code</p>	<p>Delivery Instructions: Complete following if the certificate(s) representing the Class C Shares are to be delivered to a financial institution.</p> <p>Name: _____</p> <p>Contact Name: _____</p> <p>Telephone No.: _____</p> <p>Address: _____ Street Address _____ City and Province Postal Code</p>
--	--

IN WITNESS WHEREOF the Subscriber has executed, or caused its duly authorized representative to execute, this agreement as of the _____ day of _____, 202__

Sign here if Subscriber is an **individual**:

Sign here if Subscriber is **not an individual**:

Signature of Subscriber

Name of Subscriber

Name of Subscriber

Per: _____
(Signature of Authorized Representative)

Name and Title of Authorized Representative

The Subscriber must also complete and sign Schedule I (Risk Acknowledgement – Offering Memorandum; Form 45-106F4) and, if resident in Alberta or Ontario, Schedules II and III thereto

A signed copy of this Agreement (including the applicable schedules with the appropriate sections completed) together with payment of the “Subscription Amount” set out on the first page by money order, certified cheque, bank draft or wire transfer payable to “Versa Platinum Financial Corp.” must be delivered to the Company’s selling agent at the following address:

Atlas One Digital Securities Inc.
1626 Duranleau Street
Vancouver, BC V6H3S4

ACCEPTANCE

The foregoing is accepted and agreed to as of the _____ day of _____, 202__

VERSA PLATINUM FINANCIAL CORP.

Per: _____
Authorized Signatory

SCHEDULE I
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
<p>Risk of loss</p> <p>You could lose your entire investment of \$ _____.</p> <p><i>[Instruction: Insert the total dollar amount of the investment.]</i></p>	
<p>No approval</p> <p>No securities regulatory authority or regulator has evaluated or approved the merits of these securities or the disclosure in the offering memorandum.</p>	
<p>Liquidity risk</p> <p>You will not be able to sell these securities except in very limited circumstances. You may never be able to sell these securities. <i>[Instruction: Delete if issuer is reporting]</i></p>	
<p>Repurchase – You have a right to require the issuer to repurchase the securities, but there are limitations on this right.</p>	
<p>You are buying Exempt Market Securities</p> <p>They are called <i>exempt market securities</i> 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). <i>Exempt market securities</i> are more risky than other securities.</p>	
<p>The securities you are buying are not listed</p> <p>The securities you are buying are not listed on any stock exchange, and they may never be listed.</p>	
<p>The issuer of your securities is a non-reporting issuer</p> <p>A <i>non-reporting issuer</i> 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.</p> <p>For more information on the exempt market, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	
<p>Total investment</p> <p>You are investing \$ _____ <i>[Instruction: total consideration]</i> in total; this includes any amount you are obliged to pay in future. Versa Platinum Financial Corp. will pay an amount equal to 2.25% of your investment to Atlas One Digital Securities Inc. as a fee or commission.</p>	

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 [name of issuer] 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 [name of issuer] at its business address. Keep a copy of the notice for your records.

Issuer Name: **Versa Platinum Financial Corp.**

Address: **2328 Clearbrook Road, Abbotsford, British Columbia V2T 2X5**

Email: **info@versaplatintum.ca**

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.

SCHEDULE II
Classification of Investors Under the Offering Memorandum Exemption
 [Alberta and Ontario Investors Only]

Instructions: This schedule must be completed together with the Risk Acknowledgement Form [Schedule I] and Schedule III 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
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 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the <i>Securities Act</i> (Ontario), because:		Your initials
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 _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse],</i> 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. <i>[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.]</i></p>	
	<p>You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend],</i> 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 _____ <i>[Instruction: Insert the name of your close business associate],</i> 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.	

SCHEDULE III
Investment Limits for Investors Under the Offering Memorandum Exemption
[Alberta and Ontario Investors Only]

Instructions: This schedule must be completed together with the Risk Acknowledgement Form [Schedule I] and Schedule II 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 II. Initial the statement that applies to you.

A. You are an eligible investor.	Your initials
<div style="display: flex;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); background-color: #cccccc; padding: 5px; font-weight: bold; margin-right: 5px;">Eligible Investor</div> <div style="padding: 5px;"> <p>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.</p> <p>Initial one of the following statements:</p> </div> </div>	
<div style="display: flex;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); background-color: #cccccc; padding: 5px; font-weight: bold; margin-right: 5px;">Eligible Investor</div> <div style="padding: 5px;"> <p>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.</p> </div> </div>	
<div style="display: flex;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); background-color: #cccccc; padding: 5px; font-weight: bold; margin-right: 5px;">Eligible Investor</div> <div style="padding: 5px;"> <p>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.</p> <p>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.</p> </div> </div>	

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>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
2. Registrant information	
<i>[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.]</i>	
First and last name of registrant (please print):	
Registered as: <i>[Instruction: indicate whether registered as a dealing representative or advising representative]</i>	
Telephone:	E-mail:
Name of firm: <i>[Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]</i>	
Date:	

SCHEDULE IV

TERMS & CONDITIONS

1. Description of Class C Shares

The securities subscribed for hereunder shall be that number of **Class C Non-voting, Participating (redeemable) Shares** in the capital of the Company (the “**Class C Shares**”) set out on the first page of this Private Placement Subscription Agreement (“**Agreement**”).

The Class C Shares will be subject to restricted resale periods under applicable securities legislation during which they may not be resold. See Item 12 “Resale Restrictions” of the Offering Memorandum, a copy of which has been provided to the Subscriber, and which contains the Company’s audited annual financial statements for the year ended July 31, 2025 and the Company’s unaudited interim financial statements for the six month period ended January 31, 2026 (the “Financial Statements”). The Subscriber is urged to review the Offering Memorandum and Financial Statements carefully and to consult its legal advisers regarding any applicable resale restrictions and its financial advisers regarding the financial consequences of investing in the Class C Shares.

2. Payment of Subscription Amount

The Subscription Amount set out on the first page of this Agreement is hereby paid, or will be paid on or before the Closing Date(s) (as defined in paragraph 5) by money order, certified cheque or bank draft payable to the Company.

3. Further Documents may be Required

The Subscriber must complete, sign and deliver to the Company, as soon as possible after being requested therefor and within any applicable time limits, such further documents, questionnaires, notices and undertakings as may be required by regulatory authorities and applicable law and will assist the Company with the preparation and filing thereof.

4. Partial Acceptance or Rejection of Subscription

The Company may accept or reject, in its absolute discretion, the Subscriber's subscription for Class C Shares as set forth in this Agreement, in whole or in part, and reserves the right to allot to the Subscriber less than the number of Class C Shares subscribed for under this Agreement. If such subscription is:

- (a) rejected in whole, any funds, certified cheque, money order, bank draft or other forms of payment delivered by the Subscriber to the Company on account of the Subscription Amount for the Class C Shares subscribed for will be promptly returned to the Subscriber without interest; or
- (b) accepted only in part, payment representing the amount by which the payment delivered by the Subscriber to the Company exceeds the Subscription Amount for the number of Class C Shares sold to the Subscriber pursuant to a partial acceptance of such subscription will be promptly delivered to the Subscriber without interest.

5. Closing

Delivery and payment for the Class C Shares (the “**Closing**”) will be completed at the Company’s offices on such date(s) as may be determined by the Company (each, a “**Closing Date**”) next following the date of this Agreement.

Certificates representing or other evidence of the Class C Shares will be available for delivery on the Closing Date against payment to the Company of the Subscription Amount in Canadian funds for the Class C Shares.

6. Acknowledgements of Subscriber

The Subscriber acknowledges that:

- (a) the Class C Shares are being offered for sale only on a “private placement” basis and the Company has advised the Subscriber that the Company is relying on exemptions (and such sales are conditional upon the existence of such exemptions or the receipt of such orders, consents and approvals as are necessary to make such sales exempt) from the requirement to provide the Subscriber with a prospectus under the British Columbia *Securities Act* (the “**BC Act**”) and similar legislation in other Canadian provinces and, as a consequence of acquiring securities pursuant to these exemptions:
 - (i) certain protections, rights and remedies provided by such securities legislation will not be available to the Subscriber,
 - (ii) information that would otherwise be provided to the Subscriber under such securities legislation will not be provided to it, and
 - (iii) the Company is relieved from various obligations under such securities legislation that would otherwise apply to it.
- (b) it has received a copy of the Offering Memorandum;
- (c) the Company is entitled to rely on the statements and answers of the Subscriber contained in this Agreement and the Subscriber will hold the Company harmless from any loss or damage it may suffer as a result of the Subscriber’s failure to correctly complete this Agreement;
- (d) it has been advised to consult its legal advisers with respect to applicable resale restrictions and it is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions;
- (e) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Company and the Company may, in its sole discretion, elect not to accept the subscription from the Subscriber and will return, without interest or deduction, the funds received from the Subscriber in respect of its Subscription Amount;
- (f) this Agreement has been entered into by the Subscriber for valuable consideration and may not be revoked or withdrawn by the Subscriber except pursuant to the right of rescission set out under “Purchasers’ Rights” in the Offering Memorandum and it is not assignable by the Subscriber without the written consent of the Company which consent may be unreasonably withheld;
- (g) the Company is not registered under any securities legislation for the purposes of selling the Class C Shares;
- (h) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Class C Shares;

- (i) there is no government or other insurance covering the Class C Shares;
- (j) there are risks associated with the purchase of the Class C Shares;
- (k) the Company has not advised, recommended or otherwise represented to the Subscriber that the Class C Shares are suitable to the Subscriber, with regard to the Subscriber's:
 - (i) investment needs and objectives,
 - (ii) financial circumstances, or
 - (iii) risk tolerance;
- (l) there are restrictions on the Subscriber's ability to resell the Class C Shares, it has been advised to consult its legal advisers with respect to such resale restrictions, it is the responsibility of the Subscriber (and the Company is not in any way responsible) to find out what those restrictions are and to comply with them before selling the Class C Shares, and it may not be possible to liquidate the Subscriber's investment readily in case of any emergency; and
- (m) it is solely responsible for obtaining such legal, tax and other advice as is appropriate in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereunder and the Company's legal counsel are acting solely for the Company in connection with the Offering and the Subscriber may not rely upon such counsel in any respect.

7. Representations, Warranties and Covenants of the Subscriber

The Subscriber hereby represents, warrants and covenants to the Company (which representations, warranties and covenants shall survive Closing) that:

- (a) the Subscriber is resident in British Columbia, Alberta or Ontario;
- (b) the Subscriber is purchasing the Class C Shares as principal for its own account and not for the benefit of any other person or company and not with a view to the resale, distribution or other disposition;
- (c) if the Subscriber is an individual resident in Alberta or Ontario, the Subscriber has not, within the preceding 12 months, purchased Class C Shares from the Company (including the Class C Shares subscribed for hereunder) and securities from other issuers, pursuant to offering memoranda aggregating more than:
 - (i) \$10,000, if the Subscriber is not an "eligible investor" (as that term is used in Schedules II and III);
 - (ii) \$30,000, if the Subscriber is an "eligible investor"; or
 - (iii) \$100,000 plus up to an additional \$100,000 from all realizable proceeds of disposition during the preceding 12 months of securities of the Company, if the Subscriber is an "eligible investor" and has received advice from a portfolio manager, investment dealer or exempt market dealer that the investment is suitable,

unless the Subscriber is an accredited investor or a family, close personal friend or close business associate investor (as those terms are used in Schedules II and III) in which event those restrictions do not apply;

- (d) neither the Subscriber nor any party on whose behalf it is acting has been created, established, formed or incorporated solely, or is used primarily, to acquire securities or to permit the purchase of the Class C Shares without a prospectus in reliance on an exemption from the prospectus requirements of applicable securities legislation;
- (e) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of the constating documents of the Subscriber (if the Subscriber is not an individual) 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;
- (f) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto 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 of this Agreement on behalf of the Subscriber;
- (g) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (h) this subscription by the Subscriber has not been induced by any representations or warranties by any person whatsoever with regard to the future value of the Class C Shares;
- (i) to the best of its knowledge, none of the funds the Subscriber is using to purchase the Class C Shares:
 - (i) have been or will be derived from or related to any activity that is prohibited by, or deemed criminal under, the laws of any jurisdiction, or
 - (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and
- (j) the Subscriber has received and reviewed, prior to the execution of this Agreement, the Offering Memorandum and the Subscriber fully understands the contents and effect of the Offering Memorandum.

The foregoing representations, warranties and covenants are made by the Subscriber with the intent that they be relied upon by the Company in determining its suitability as a purchaser of the Class C Shares and the Subscriber hereby agrees to indemnify the Company against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur as a result of reliance thereon. The Subscriber undertakes to notify the Company immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein.

8. Representations and Warranties of the Company

The Company represents and warrants to the Subscriber that, as of the date of this Agreement and at the Closing:

- (a) the Company is a valid and subsisting corporation duly incorporated, continued or amalgamated and in good standing under the laws of the province of British Columbia with respect to all acts necessary to maintain its corporate existence;

- (b) the Company is duly registered or licensed to carry on business in the jurisdictions in which is required to be so registered or licensed to carry on business and is carrying on its business in accordance with all applicable laws, regulations and other requirements, and has not received any notice of a breach thereof which would have a material adverse effect on the Company or its business except where it is in good faith attempting to remedy such breach or contesting such notice;
- (c) the Company is the beneficial owner of the interests in the business referred to in the Offering Memorandum, except as disclosed in the Offering Memorandum all agreements by which the Company holds an interest in the business are in good standing according to their terms, and there has not been any breach of the applicable laws of the jurisdictions in which such business and assets are situated which would have a material adverse effect on such business and assets;
- (d) the Offering Memorandum and the representations contained in this Agreement are accurate in all material respects and omit no fact, the omission of which would make such representation misleading in light of the circumstances in which such representation was made;
- (e) the Financial Statements accurately reflect the financial position of the Company as at the date thereof and have been properly prepared in accordance with International Financial Reporting Standards (IFRS);
- (f) no adverse material changes in the financial position of the Company have taken place since the date of the Statement of Financial Position contained in the Financial Statements;
- (g) the Company has complied and will comply with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the Class C Shares;
- (h) the issuance and sale of the Class C Shares by the Company does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constating documents or any agreement or instrument to which the Company is a party;
- (i) this Agreement has been duly authorized by all necessary corporate action on the part of the Company and, subject to acceptance by the Company, constitutes a valid obligation of the Company legally binding upon it and enforceable in accordance with its terms;
- (j) the issuance of the Class C Shares, at the time of their issue, will have been approved by all requisite corporate action and any shares comprising part of the Class C Shares, upon issue and delivery, will be validly issued as fully paid and non-assessable;
- (k) the Company is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and, as at the date hereof, no such actions, suits or proceedings have been threatened or, to the best of the Company's knowledge, are pending, except as disclosed in the Offering Memorandum; and
- (l) no order ceasing, suspending or prohibiting sale of the Class C Shares has been issued to and is outstanding against the Company or its directors, officers or promoters and to the best of the Company's knowledge no investigations or proceedings for such purposes are pending or threatened.

9. Costs

The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the acquisition of the Class C Shares shall be borne by the Subscriber.

10. Governing Law

This Agreement is governed by the laws of the province of British Columbia and the federal laws of Canada applicable herein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorn to the jurisdiction of the courts of the province of British Columbia.

11. Survival

This 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 notwithstanding the completion of the purchase of the Class C Shares by the Subscriber and any subsequent disposition by the Subscriber of the Class C Shares.

12. Assignment

This Agreement is not transferable or assignable.

13. Execution & Delivery

The Company shall be entitled to rely on delivery by electronic facsimile of an executed copy of this Agreement and acceptance by the Company of such electronic facsimile copy shall be equally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms hereof. If less than a complete copy of this Agreement is delivered to the Company, the Company and its advisors are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions of the pages not delivered.

14. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Class C Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute, by common law, by the Company, by the Subscriber, or by any third party.

16. Amendments & Waivers

No amendment or waiver of the provisions of this Agreement shall be effective unless in writing and signed by all of the parties hereto.

17. Notice

Unless otherwise provided herein, any notice or other communication to a party under this Agreement may be made, given or served by registered mail, postage pre-paid, by fax or by delivery to the parties at the addresses as set out in this Agreement. Any notice or other communication:

- (a) mailed shall be deemed to have been received on the fifth business day following its mailing;
- (b) faxed shall be deemed to have been received on the business day following the date of transmission; and
- (c) delivered shall be deemed to have been received on the date of delivery.

In the event of a postal strike or delay affecting mail delivery, the date of receipt of any notice by mail is deemed to be extended by the length of such strike or delay. Each party may change its address for service at any time by providing notice in writing of such change to the other party.

18. Contractual Rights respecting Offering Memorandum

If the securities legislation where the Subscriber is resident does not provide comparable statutory rights, the Subscriber shall be entitled to those rights against the Company for cancellation and damages or rescission, as the case may be, as set out under "Purchasers' Rights" in the Offering Memorandum as if those rights were a part of this Agreement.

19. Personal Information

The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Company:

- (a) collecting the Subscriber's personal information (and that of any person for whose benefit the Subscriber is subscribing) set out in, or provided to the Company pursuant to, this Agreement ("**Personal Information**");
- (b) using the Personal Information for the purposes of completing the Offering and to give effect to this Agreement;
- (c) retaining the Personal Information for as long as permitted or required by applicable law or business practices; and
- (d) providing the Personal Information to various governmental and regulatory authorities, as may be required by applicable laws.

The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges that the Subscriber has been notified by the Company:

- (a) of the delivery of the Personal Information to all applicable securities regulatory authorities or regulators;
- (b) that the Personal Information is being collected by the securities regulatory authority or regulator under the authority granted in Canadian securities legislation;

- (c) that the Personal Information is being collected by the securities regulatory authority or regulator for the purposes of the administration and enforcement of applicable Canadian securities legislation;
- (d) of the contact information of the public official in British Columbia, Alberta and Ontario who can answer questions about this indirect collection of Personal Information are as follows:

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
E-mail: FOI-privacy@bcsc.bc.ca

Public official contact regarding
indirect collection of information:
FOI Inquiries

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
E-mail: exemptmarketfilings@osc.gov.on.ca

Public official contact regarding indirect
collection of information: Inquiries Officer

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

The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgments set out in this paragraph on behalf of all persons for whose benefit the Subscriber is subscribing.