

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

XEMOTO MEDIA LTD.
(the "Issuer")

SUBSCRIPTION AGREEMENT

Units comprised of \$1,176 principal amount of convertible debentures and 100,000 common share purchase warrants.

Debenture units (the "Units") will be offered and sold (the "Offering") at a price of \$1,000 per Unit. Details of the Units are set forth in Section 2 of Schedule A to this subscription agreement. The Units will be offered in Canada, in the United States and in such other jurisdictions outside of Canada and the United States as the Issuer may determine, pursuant to exemptions from the registration and prospectus requirements of applicable securities legislation. The Units shall further have, and the Offering shall further be conducted on, the terms and conditions specified in Schedules A and B hereto.

INSTRUCTIONS FOR COMPLETING THIS SUBSCRIPTION PRIOR TO DELIVERY TO THE ISSUER

1. The subscriber (the "**Subscriber**") must complete the information required on page 3 with respect to subscription amounts, subscriber details and registration and delivery particulars. Subscribers who are not purchasing as principal (or deemed under applicable securities laws to be purchasing as principal) must disclose the identity of the Disclosed Principal (as hereafter defined) on page 4.
2. The Subscriber must complete, for itself and any Disclosed Principal, the personal information required on page 5. The Subscriber acknowledges and agrees that this information will be provided to the Canadian Securities Exchange (the "**Exchange**") and the securities regulatory authorities, as applicable.
 - (a) All Subscribers resident in Canada must complete **Form 1** – "**Certificate for Exemption**", and:
 - (i) if an individual and in Form 1 have indicated they are an "accredited investor" pursuant to section (j), (k) or (l) of the definition of "accredited investor" in National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**"), the Subscriber must also complete **Form 1A** – "**Form 45-106F9: Form for Individual Accredited Investors**"
 - (iii) if resident in Ontario and in Form 1 have indicated they are subscribing pursuant to the "Family, Friends and Business Associates" exemption in NI 45-106, the Subscriber must also complete **Form 1C** – "**Form 45-106F12: Risk Acknowledgment Form for Family, Friend and Business Associate Investors**"
 - (b) All Subscribers who are U.S. Purchasers (as defined in Schedule A, section 1.1) must complete **Form 2** – "**Certificate of U.S. Accredited Investor Status**".
3. Return this subscription agreement, together with all applicable Forms, to the Issuer with payment for the net subscription price for the subscribed Units by way of a wire to the wiring instructions below:

Bank:	TD Canada Trust
	55 King St. W.
	Toronto, Ontario, M5K 1A2
Institution #:	004
Branch Transit #:	10102
Beneficiary Account (CAD) #:	0690-5590128
Beneficiary's Account Name:	Xemoto Media Ltd.
SWIFT Code:	TDOMCATTTOR

TO: XEMOTO MEDIA LTD.

1. The Subscriber irrevocably subscribes for and agrees to purchase from the Issuer the following securities:

No. of Units at \$1,000 each:

300

Total subscription price for the subscribed Units:

\$ 300,000

2. The Subscriber and the Issuer agree that the Units shall have, and the Offering thereof shall be conducted on, the terms and conditions specified in Schedules A and B hereto. The Subscriber hereby makes the representations, warranties, acknowledgments and agreements set out in Schedules A and B hereto and in all applicable Forms, and acknowledges and agrees that the Issuer and its counsel will and can rely on such representations, warranties, acknowledgments and agreements should this subscription be accepted by the Issuer.
3. Identity of and execution by Subscriber:

BOX A: SUBSCRIBER INFORMATION AND EXECUTION

KW Capital Partners Limited

(name of subscriber)

[REDACTED: private contact details]

(address – include city, province and postal code)

X

(telephone number)

(email address)

(signature of subscriber/authorized signatory)

Aaron Eisenberg - Director

(if applicable, print name of signatory and office)

Execution hereof by the Subscriber shall constitute an offer and agreement to subscribe for such number of Units for such total subscription price as set out in Item 1 above pursuant to the provisions of Item 2 above, and acceptance by the Issuer shall effect a legal, valid and binding agreement between the Issuer and the Subscriber. This subscription may be executed and delivered in counterparts and by electronic transmission, and shall be deemed to bear the date of acceptance below.

4. If the Units are to be registered other than as set out in Box A, the Subscriber directs the Issuer to register and deliver the Units as follows:

BOX B: ALTERNATE REGISTRATION INSTRUCTIONS

(name of registered holder)

(address of registered holder – include city, province and postal code)

(registered holder: contact name, contact telephone number and contact email address)

5. If the Units are to be delivered other than as set out in Box A (or if completed, Box B), the Subscriber directs the Issuer to deliver the Units as follows:

BOX C: ALTERNATE DELIVERY INSTRUCTIONS

(name of recipient)

(address of recipient – include city, province and postal code)

(recipient: contact name, contact telephone number and contact email address)

6. If the Subscriber is purchasing as agent for a principal, and is not a trust company or trust corporation purchasing as trustee or agent for accounts fully managed by it or is not a person acting on behalf of an account fully managed by it (and in each such case satisfying the criteria set forth in NI 45-106), complete Box D below and provide as a separate attachment the personal information required on page 5 and all applicable Forms on behalf of such principal (a "**Disclosed Principal**"):

BOX D: IDENTIFICATION OF PRINCIPAL

(name of Disclosed Principal)

(address of Disclosed Principal – include city, province and postal code)

(Disclosed Principal: contact name, contact telephone number and contact email address)

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/s/ "Brandon Mina"

Authorized Signatory

PERSONAL INFORMATION

Please check the appropriate box (and complete the required information, if applicable) in each section:

1. **Security Holdings.** The Subscriber and all persons acting jointly and in concert with the Subscriber own, directly or indirectly, or exercise control or direction over (provide additional details as applicable):

☐ _____ common shares of the Issuer and/or the following other kinds of securities and convertible securities (including but not limited to convertible debt, warrants and options) entitling the Subscriber to acquire additional common shares or other kinds of securities of the Issuer:

☒ No shares of the Issuer or securities convertible into shares of the Issuer.

2. **Insider Status.** The Subscriber either:

☐ Is an "Insider" of the Issuer as defined in the *Securities Act* (Ontario), by virtue of being:

(a) a director or an officer of the Issuer;

(b) a director or an officer of a person that is an Insider or subsidiary of the Issuer;

(c) a person that has

(i) beneficial ownership of, or control or direction over, directly or indirectly, or

(ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly,

securities of the Issuer carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person as underwriter in the course of a distribution; or

☒ Is not an Insider of the Issuer.

3. **Registrant Status.** The Subscriber either:

☐ Is a "Registrant" by virtue of being a person registered or required to be registered under the *Securities Act* (Ontario) or other applicable securities laws; or

☒ Is not a Registrant.

SCHEDULE A

1. Interpretation

1.1 Unless the context otherwise requires, reference in this subscription to:

- (a) **"Applicable Securities Laws"** means the securities legislation and regulations of, and the instruments, policies, rules, orders and notices of, the applicable securities regulatory authority or authorities of the applicable jurisdiction or jurisdictions as the case may be;
- (b) **"Books and Records"** means all books of account, tax records, sales and purchase records, customer and supplier lists, computer software, formulae, business reports, plans and projections and all other documents, files, correspondence and other information of a similar nature of the Issuer (whether in written, printed, electronic or computer printout form);
- (c) **"Business Day"** means a day which is not a Saturday, Sunday, or civic or statutory holiday on which Canadian chartered banks are open for the transaction of regular business in the city of Toronto, Ontario;
- (d) **"Closing"** refers to the completion of the purchase and sale of the Units, and if the purchase and sale occurs in two or more tranches, the respective completion of the purchase and sale of Units shall be the "Closing" in respect of those Units;
- (e) **"Common Share"** means the common shares in the authorized share structure of the Issuer, and any shares exchanged therefor in connection with any restructuring or corporate reorganization transaction;
- (f) **"Debenture"** has the meaning set out in section 2.1 of this Schedule A;
- (g) **"Debenture Share"** has the meaning set out in section 2.1 of this Schedule A;
- (h) **"Exchange"** means the Canadian Securities Exchange;
- (i) **"Exemptions"** has the meaning set out in section 3.1 of this Schedule A;
- (j) **"Forms"** means the forms attached to and forming a part of this subscription, including all further schedules and other appendices to such Forms;
- (k) **"Governmental Entity"** means any (i) multi-national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;
- (l) **"Intellectual Property"** means all domestic and foreign rights, title and interests in business, trade or brand names and trademarks, patents, patent requests, discoveries, methods, techniques, designs, particularly industrial designs, inventions, specifications, software, technical information, know-how, technology, formulas, algorithms, copyrights, data banks, data models, patterns, prototypes in use or in development, results and knowledge stemming from, directly or indirectly, the realization of research and development projects and that are not of the public domain, including all rights, title and interests in all improvements or modifications to any of the foregoing elements, the rights related to their registration, to the registration requests or to their renewal, and all other rights of industrial or intellectual property, including inter alia any rights in licenses and sub-licenses;
- (m) **"Maturity Date"** has the meaning set out in section 2.1 of this Schedule A;
- (n) **"NI 45-102"** and **"NI 45-106"** refer to National Instrument 45-102 *Resale of Securities* and National Instrument 45-106 *Prospectus Exemptions*, respectively, of the Canadian Securities Administrators;
- (o) **"Offering"** has the meaning set out in section 2.1 of this Schedule A;
- (p) **"Regulation D"** means Regulation D promulgated under the U.S. Securities Act;

- (q) **"Regulation S"** means Regulation S promulgated under the U.S. Securities Act;
- (r) **"Securities"** has the meaning set out in section 2.1 of this Schedule A;
- (s) **"Selling Jurisdictions"** means Canada, the United States and such other jurisdictions outside of Canada and the United States where the Issuer may conduct the Offering;
- (t) **"subscription"** or **"subscription agreement"** means this subscription agreement and includes all schedules hereto and the Forms;
- (u) **"Unit"** has the meaning set out in section 2.1 of this Schedule A;
- (v) **"U.S. Person"** means a U.S. person as that term is defined in Rule 902(o) of Regulation S; and for greater certainty, "U.S. Person" includes but is not limited to (A) any natural person resident in the United States; (B) any partnership or corporation organized or incorporated under the laws of the United States; (C) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; and (D) any estate or trust of which any executor or administrator or trustee is a U.S. Person;
- (w) **"U.S. Purchaser"** means a Subscriber that (i) has been offered Units in the United States, (ii) executed this subscription agreement or otherwise placed its purchase order for Units in the United States, or (iii) is, or is acting on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States.
- (x) **"U.S. Securities Act"** means the United States *Securities Act of 1933*, as amended;
- (y) **"Warrant"** has the meaning set out in section 2.1 of this Schedule A; and
- (z) **"Warrant Share"** has the meaning set out in section 2.1 of this Schedule A.

1.1 In the subscription, the terms **"designated offshore securities market"**, **"directed selling efforts"**, **"foreign issuer"** and **"United States"** have the meanings prescribed in Regulation S.

1.2 Unless otherwise stated, all dollar figures herein expressed are in Canadian Dollars.

1.3 References imputing the singular shall include the plural and vice versa; references imputing individuals shall include corporations, partnerships, societies, associations, trusts and other artificial constructs and vice versa; and references imputing gender shall include the opposite gender.

1.4 **For greater certainty, the parties hereby acknowledge and agree that, if the Subscriber is acting as agent or trustee on behalf of a Disclosed Principal, the words "Subscriber", "it" and "its" mean the Subscriber and the Disclosed Principal, unless the context otherwise requires.**

2. Description of Offering and Securities

2.1 The Issuer is offering (the **"Offering"**), in the Selling Jurisdictions, up to \$_____ of units (**"Units"**) with each Unit being comprised of (i) a \$1,176 principal amount senior secured convertible debenture (a **"Debenture"**) and (ii) 100,000 common share purchase warrants (each a **"Warrant"**). Each Debenture shall be secured by a general security agreement (the **"GSA"**) and rank pari passu with one another. The GSA grants a security interest in all of the Issuer's property and assets (the aforementioned security is collectively, the **"Security"**), and the Issuer may not issue any securities that rank senior to, or pari passu with, the Debentures. Each Subscriber will be a party to the GSA which will provide for, among other things, pro rata and pari passu sharing of the collateral. The Debentures shall mature on either: (i) the date that is 18 months from the date of Closing, or, (ii) if the Common Shares (as defined herein) or securities for which the Common Shares are exchanged are not listed for trading on a recognized stock exchange on or before the date that is 6 months from the date of Closing then the maturity date shall be accelerated to such date (the **"Maturity Date"**).

At the Maturity Date, all the principal amount outstanding on the Debentures will be repaid by the Issuer in cash. The Issuer shall have a right to prepay or redeem a part or the entire principal amount of the Debentures at any time by providing a minimum of 10 days of redemption notice prior to the redemption date. In the event the Issuer prepays all Debentures before 12 months of the date of Closing, the Issuer will be entitled to a 2.5% discount on the principal value of the Debentures.

The principal amount of each Debenture will be convertible into common shares of the Issuer ("**Debenture Shares**") at a conversion price of \$0.01 per Debenture Share (the "Conversion Price") at the option of the holder at any time following the date of Closing.

The Subscriber (and any beneficial purchaser for which the Subscriber is contracting hereunder) and the Issuer acknowledge and agree that the Debenture will be duly and validly created and issued pursuant to a definitive certificate (the "**Debenture Certificate**"), governing the terms of issue of the Debenture and the conversion of the same.

Each Warrant will entitle the holder to acquire one Common Share (a "**Warrant Share**") at any time on or before the 36 month anniversary of the listing of the Issuer on the Canadian Securities Exchange, at an exercise price of \$0.015 per Warrant Share ("**Warrant Exercise Price**"). The Warrants will be governed by the terms and conditions set out in the certificate representing the Warrants (the "**Warrant Certificate**") delivered to the Subscriber on the date of Closing.

The description of the Debentures and the Warrants contained in this subscription agreement is a summary only and is qualified in its entirety by, and subject to, the Debenture Certificate and the Warrant Certificate, delivered to the Subscriber on the date of Closing. In the event of a conflict between the provisions of this subscription agreement and the provisions of the Debenture Certificate or the Warrant Certificate, as the case may be, the provisions of the Debenture Certificate and the Warrant Certificate shall be paramount and prevail.

The Debentures, Debenture Shares, Warrants and the Warrant Shares are also collectively referred to herein as the "Securities". The Issuer may, in its discretion and subject to the approval of the Exchange, increase the size of the Offering. The Offering is not subject to any minimum aggregate offering and there can be no assurances that the Issuer will raise sufficient funds, through the Offering or otherwise, to meet its objectives. The Closing of the Offering and each subscription is subject to the acceptance of the Exchange.

3. Eligibility and Subscription Matters

- 3.1 The Offering is being made pursuant to exemptions (the "**Exemptions**") from the registration and prospectus requirements of the Applicable Securities Laws. The Subscriber acknowledges and agrees that the Issuer and its counsel will and can rely on the representations, warranties, acknowledgments and agreements of the Subscriber contained in this subscription and otherwise provided by the Subscriber to the Issuer to determine the availability of Exemptions should this subscription be accepted.
- 3.2 The Offering is not, and under no circumstances is to be construed as, a public offering of the Securities. The Offering is not being made, and this subscription does not constitute, an offer to sell or the solicitation of an offer to buy the Securities in any jurisdiction where, or to any person to whom, it is unlawful to make such offer or solicitation.
- 3.3 Subscribers must duly complete and execute this subscription together with all applicable Forms hereto (**please see the Instructions listed on the face page hereof**) and return them to the Issuer with payment for the total subscription price for the subscribed for Units.
- 3.4 A subscription will only be effective upon its acceptance by the Issuer. Subscriptions will only be accepted if the Issuer is satisfied that, and will be subject to a condition for the benefit of the Issuer that, the Offering can lawfully be made in the jurisdiction of residence of the Subscriber pursuant to an available Exemption and that all other Applicable Securities Laws have been and will be complied with in connection with the proposed distribution. The Issuer may, in its absolute discretion, accept or reject the Subscriber's subscription for Units as set forth in this subscription in whole or in part.

- 3.5 If this subscription is rejected in whole by the Issuer, any certified cheque, money order, bank draft or other form of payment delivered by the Subscriber to the Issuer on account of the aggregate subscription price for the Units subscribed for will be promptly returned to the Subscriber without any interest paid on such amount. If this subscription is accepted only in part by the Issuer, payment representing the amount by which the payment delivered by the Subscriber to the Issuer exceeds the subscription price of the number of Units sold to the Subscriber pursuant to a partial acceptance of this subscription will be promptly delivered to the Subscriber without any interest paid on such amount. If this subscription is rejected, in whole or in part, Subscriber hereby agrees that the prompt return of the subscription price for the Units is Subscriber's sole remedy and Subscriber waives and irrevocably releases any right to assert any claim for lost profits, loss business opportunity, consequential damages, punitive or exemplary damages, or other monetary damages other than the return of the subscription price for the Units.
- 3.6 No offering memorandum or other disclosure document has been prepared or will be delivered to the Subscriber in connection with the Offering, and the Subscriber hereby expressly acknowledges and confirms that it has not received, and has no need for, an offering memorandum or other disclosure document in connection with the Offering. If the Subscriber has been provided any information (directly or indirectly) or became aware of any information (regarding the Issuer or the Issuer's business) that contains future oriented financial information, forward-looking statements, projections, forecasts or estimates regarding the Issuer or the business of the Issuer, the Subscriber is cautioned to not place any reliance on such information or statements however so obtained and acknowledges that actual results may vary materially and negatively compared to any future oriented financial information, forward-looking statements, projections, forecasts or estimates in any way related to the ongoing or future prospects of the Issuer or the Issuer's business, and such information cannot be relied on with any accuracy or certainty.

4. Closing Conditions and Closing Procedure

- 4.1 The completion of this subscription is subject to the following conditions:
- (a) subject to escrow in accordance with Section 8 of Schedule A hereto, payment to the Issuer of the aggregate subscription price of the Units being subscribed for and the receipt by the Issuer from the Subscriber of any other documents required by Applicable Securities Laws which the Issuer requests;
 - (b) the Issuer having accepted this subscription and the Issuer having obtained all required regulatory approvals, including approval from the Exchange, if required, to permit the completion of the transactions contemplated hereby;
 - (c) the truth, at the time of acceptance and as at Closing, of the Subscriber's representations and warranties under this subscription;
 - (d) the performance by the Subscriber of its covenants under this subscription;
 - (e) the representations and warranties of the Issuer having been true and correct as of the date hereof and being true and correct at the date of Closing; and
 - (f) there having been no material adverse change in the business, assets or financial condition of the Issuer since the execution of this subscription agreement.
- 4.2 The Offering will be completed at one or more Closings at such time or times, on such date or dates, and at such place or places, as the Issuer may determine. At each Closing, the Issuer will deliver certificates representing the Debentures and Warrants to those Subscribers whose subscriptions have been accepted, against the duly completed and executed subscriptions and applicable subscription price in respect thereof.
- #### **5. Reporting and Consent**
- 5.1 The Subscriber expressly consents and agrees to:
- (a) the Issuer collecting personal information regarding the Subscriber for the purpose of completing the transactions contemplated by this subscription; and

- (b) the Issuer releasing personal information regarding the Subscriber and this Subscription, including the Subscriber's name, residential address, telephone number, email address and registration and delivery instructions, the number of Securities purchased, the number of securities of the Issuer held by the Subscriber, the status of the Subscriber as an insider or registrant or as otherwise represented herein, and, if applicable, information regarding the beneficial ownership of the principals of the Subscriber, to securities regulatory authorities in compliance with Applicable Securities Laws, to other authorities as required by law and to the registrar and transfer agent of the Issuer for the purpose of arranging for the preparation of the certificates representing the Securities in connection with the Offering.

The purpose of the collection of the information is to ensure the Issuer and its advisors will be able to issue Securities to the Subscriber in accordance with the instructions of the Subscriber and in compliance with applicable Canadian corporate and securities laws and to obtain the information required to be provided in documents required to be filed with securities regulatory authorities under Applicable Securities Laws and with other authorities as required by law. The Subscriber further expressly consents and agrees to the collection, use and disclosure of all such personal information by securities regulatory authorities and other authorities in accordance with their requirements, including the provision of all such personal information to third party service providers from time to time.

The contact information for the officer of the Issuer who can answer questions about the collection of information by the Issuer is as follows:

Name & Title: Brandon Mina, Chief Executive Officer
Issuer Name: Xemoto Media Ltd.
Address: Suite 2905, 77 King Street West, Toronto, Ontario M5K 1H1
Telephone No: 1-866-858-8065

5.2 The Subscriber expressly acknowledges and agrees that:

- (a) the Issuer may be required to provide applicable securities regulators, or otherwise under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* of Canada, a list setting forth the identities of the purchasers of the Securities and any personal information provided by the Subscriber, and the Subscriber hereby represents and warrants that to the best of the Subscriber's knowledge, none of the funds representing the subscription proceeds 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, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; the Subscriber hereby further covenants that it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and shall provide the Issuer with appropriate information in connection therewith; and
- (b) it shall complete, sign and return such additional documentation as may be required from time to time under Applicable Securities Laws or any other applicable laws in connection with the Offering and this subscription.

5.3 The Subscriber authorizes the indirect collection of Personal Information by the securities regulatory authority or regulator (each as defined in National Instrument 14-101 Definitions) and confirms that the Subscriber has been notified by the Issuer:

- (a) that the Issuer will be delivering Personal Information to the securities regulatory authority or regulator;
- (b) that the Personal Information is being collected indirectly by the securities regulatory authority or regulator under the authority granted to it in Applicable Securities Laws;
- (c) that such Personal Information is being collected for the purpose of the administration and enforcement of Applicable Securities Laws; and
- (d) that the title, business address and business telephone number of the public official who can answer questions about the securities regulatory authority's or regulator's indirect collection of the Personal Information is as follows:

- (i) 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: inquiries@bcsc.bc.ca;
- (ii) 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;
- (iii) Financial and Consumer Affairs Authority of Saskatchewan, Suite 601 - 1919 Saskatchewan Drive, Regina, Saskatchewan S4P 4H2, Telephone: (306) 787-5879, Facsimile: (306) 787-5899;
- (iv) 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;
- (v) 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;
- (vi) 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: financementdesocietes@lautorite.qc.ca (For corporate finance issuers); fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers);
- (vii) 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;
- (viii) Nova Scotia Securities Commission, Suite 400, 5251 Duke Street, Duke Tower, P.O. Box 458 Halifax, Nova Scotia B3J 2P8, Telephone: (902) 424-7768, Facsimile: (902) 424-4625;
- (ix) 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; and
- (x) 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.

"Personal Information" means any personal information as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time and without limiting the foregoing, but for greater clarity in this subscription agreement, means information about an identifiable individual, including but not limited to any information about the Subscriber and, if applicable, any Disclosed Principal, and includes information provided by the Subscriber in this subscription agreement.

6. Resale Restrictions and Legend of Securities

- 6.1 The Subscriber hereby acknowledges and agrees that the Offering is being made pursuant to Exemptions and, as a result, the Securities will be subject to a number of statutory restrictions on resale and trading. Until these restrictions expire, the Subscriber will not be able to sell or trade the Securities unless the Subscriber complies with an exemption from the prospectus and registration requirements under Applicable Securities Laws. The securities issued pursuant to this subscription agreement may be subject to an indefinite hold period. **See also section 6.3 below.**
- 6.2 The Subscriber acknowledges and agrees that:

- (a) the Securities have not been and will not be registered under the U.S. Securities Act, or any State securities laws, and may not be offered and sold, directly or indirectly, to a U.S. Purchaser without registration under the U.S. Securities Act and any applicable State securities laws, unless an exemption from registration is available;
- (b) the Issuer has no present intention and is not obligated under any circumstances to register the Securities, or to take any other actions to facilitate or permit any proposed resale or transfer thereof in the United States or otherwise by or to or for the account or benefit of a U.S. Purchaser, and in particular, the Subscriber and the Issuer further acknowledge and agree that the Issuer is hereby required to refuse to register any transfer of the Securities not made in accordance with the provisions of Rule 144 or Regulation S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration; and
- (c) any Warrants may not be exercised in the United States or by or on behalf of any U.S. Person without registration under the U.S. Securities Act and any applicable State securities laws, unless an exemption from registration is available and the holder of such Warrant furnishes the Issuer with a legal opinion of counsel satisfactory to the Issuer to that effect.

6.3 **The foregoing discussion on hold periods and resale restrictions is a general summary only and is not intended to be comprehensive or exhaustive, or to apply in all circumstances.** Subscribers are advised to consult with their own advisors concerning their particular circumstances and the particular nature of the restrictions on transfer, the extent of the applicable hold period and the possibilities of utilizing any further Exemptions or the obtaining of a discretionary order to transfer any Securities. Subscribers are further advised against attempting to resell or transfer any Securities until they have determined that any such resale or transfer is in compliance with the requirements of all Applicable Securities Laws, including but not limited to compliance with restrictions on certain pre-trade activities and the filing with the appropriate regulatory authority of reports required upon any resale of the Securities.

6.4 In the event that any of the Securities are subject to a hold period or any other restrictions on resale and transferability, the Issuer will place a legend on the certificates representing the Securities as are required under Applicable Securities Laws, by the Exchange or as the Issuer may otherwise deem necessary or advisable.

7. Finder's Fees

7.1 Subject to compliance with applicable laws and Exchange approval, the Issuer may pay a finder's fee or commission to persons who assist in the introduction of investors to the Issuer, which without limiting the foregoing may include cash, common shares and/or convertible securities. No finder's fee will be payable in respect of Units sold pursuant to Section 4(a)(2) of the U.S. Securities Act and Rule 506 of Regulation D to a finder who is not registered as a broker-dealer under the United States Securities Exchange Act of 1934, as amended, and applicable state securities laws, or unless such finder is exempt from such registration requirements.

8. Escrow

8.1 Pursuant to the escrow agreement between the Subscriber and the Issuer, dated March __, 2024, the Subscriber will release 50% of the net proceeds of the Offering. The remaining balance will be held in escrow in the trust account of the Subscriber's counsel, Garfinkle Biderman LLP, and released once the Issuer and Universal PropTech Inc., respectively, have received shareholder approval to complete their proposed change of business transaction.

9. Representations, Warranties, Covenants, Acknowledgments and Agreements of the Issuer

9.1 The Corporation represents and warrants as follows to the Subscriber at the date of this subscription agreement and at the time of delivery of the Securities and acknowledges and confirms that the Subscriber is relying upon such representations and warranties in connection with the offer, sale and issuance of the Securities to the Subscriber:

- (a) **Incorporation and Qualification.** The Issuer is a corporation duly incorporated, organized and validly existing under the laws of the jurisdiction of its incorporation and is up-to-date in the filing of all corporate and similar returns under such laws. The Issuer is qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which it carries on business;

- (b) Corporate Power and Authority. The Issuer has all requisite corporate power and authority to (i) own, lease and operate its properties and assets and to carry on its business as now being conducted by it, and (ii) enter into and perform its obligations under this subscription agreement and the documents delivered pursuant to this subscription agreement;
- (c) Subsidiaries. The Issuer does not have any subsidiaries or hold shares or other equity securities of another entity. The Issuer is not a participant in any joint venture, partnership or similar arrangement;
- (d) Conflict With Other Instruments. The execution and delivery by the Issuer and the performance by it of its obligations under, and compliance with the terms, conditions and provisions of, this subscription agreement and the documents delivered pursuant to this subscription agreement will not conflict with or result in a breach of any of the terms or conditions of its constituting documents, by-laws, any resolution of the shareholders or board of directors of the Issuer, or agreements to which the Issuer is a party or violate any applicable law, order, writ, injunction or decree of any court;
- (e) Corporate Action, Governmental Approvals, etc. The execution and delivery of this subscription agreement and the GSA by the Issuer and the performance by the Issuer of its obligations thereunder have been duly authorized by all necessary corporate action. At the time of Closing, all necessary corporate action will have been taken by the Issuer to validly authorize and issue the Securities, and when issued in accordance with the terms of the Warrants, the Warrant Shares, will be issued as fully paid and non-assessable shares in the capital of the Issuer. No authorization, consent, approval, registration, qualification, designation, declaration or filing with any Governmental Entity or other person, is necessary in connection with the execution, delivery and performance of the obligations under this subscription agreement;
- (f) Execution and Binding Obligation. This subscription agreement, the Debentures, the Warrants and the GSA have been (or will be) duly executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable against it in accordance with their respective terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, reorganization, arrangement, moratorium, wind-up, liquidation or similar laws affecting creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies;
- (g) Compliance with Applicable Law. The Issuer has conducted and is conducting its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on business (including, without limitation, all applicable federal, provincial, state, municipal and local laws, regulations and other lawful requirements and any Governmental Entity, and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits. The Issuer is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would have a material adverse effect on the business of the Issuer or the business or legal environment under which the Issuer operates;
- (h) Securities Law Filings. All filings required to be made prior to Closing by the Issuer pursuant to applicable securities laws have been made and such disclosure and filings were true and accurate as at the respective dates thereof and the Issuer has not filed any material on a confidential basis with applicable securities regulators that has not otherwise been provided to the Subscriber;
- (i) Authorizations, etc. The Issuer holds, possesses or lawfully uses in the operation of its business all material authorizations which are necessary for it to conduct its business as presently or previously conducted or for the ownership and use of its property and assets in compliance with all applicable laws and all such authorizations are in good standing and in full force and effect, except for violations which would not have a material adverse effect on the business of the Issuer;
- (j) Intellectual Property. The Issuer possesses all Intellectual Property reasonably necessary for the conduct of its business, except where the failure to own or possess any such Intellectual Property would not have a material adverse effect on the business of the Issuer. To the best of its knowledge, the Issuer is not infringing or is alleged to be infringing on the Intellectual Property of any Person. The Issuer is not aware of a claim of any infringement or breach of any Intellectual Property rights of any other Person by the

- Issuer, nor has the Issuer received any notice that the conduct of its business, including the use by the Issuer of the Intellectual Property of the Issuer, infringes upon or breaches any intellectual property rights of any other Person. To the best knowledge of the Issuer, the conduct of its business does not infringe upon or use in any unauthorized manner intellectual property rights, domestic or foreign, of any other Person;
- (k) **Ownership and Use of Property.** The Issuer has good and merchantable title to all the tangible and intangible personal property reflected as assets in its Books and Records. The Issuer owns, leases or has the lawful right to use all of the assets and property necessary for the conduct of its business at full operating capacity, except where the failure to own, lease or have the lawful right to use would not have a material adverse effect on the business of the Issuer;
 - (l) **Restrictions on Business.** The Issuer is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Issuer to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the Issuer;
 - (m) **Employment Matters.**
 - (i) The Issuer is in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labour practice,
 - (ii) There has not been, and to the knowledge of the Issuer, there will not be, any adverse change in relations with employees of the Issuer as a result of any announcement of the transactions contemplated by this subscription agreement,
 - (iii) There are no unions or collective agreements between the Issuer and its employees and to the best of the Issuer's knowledge, none are pending or have been threatened;
 - (n) **Books and Records.** The Books and Records have been fully, properly and accurately kept and completed and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
 - (o) **Tax Liability.** The Issuer has filed or caused to be filed, within the times and in the manner prescribed by law, all federal, state, provincial and local tax returns, tax reports and information returns which are required to be filed by or with respect to the Issuer except for such returns the failure of which to file would not have a material adverse effect. The information contained in such returns and reports is correct and complete in all material respects and such returns and reports reflect accurately all liability for taxes of the Issuer for the periods covered thereby. All federal, state, provincial and local income, profits, franchise, sales, use, occupancy, excise and other taxes and assessments (including interest and penalties) that are or may become payable by or due from the Issuer have been fully paid or fully disclosed and fully provided for in the Issuer's Books and Records. To the best knowledge of the Issuer no examination of any tax return is currently in progress and there are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or reassessment of income tax or filing of any tax return by, or any payment of any tax by, or the levying of any governmental charge against, the Issuer;
 - (p) **Financial Statements.** The financial statements of the Issuer have been prepared in accordance with US GAAP applied on a consistent basis and fairly present in all material respects:
 - (i) all the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial position of the Issuer as of the date thereof and there are no material liabilities, obligations or commitments of the Issuer not disclosed in such financial statements other than liabilities incurred in the ordinary course since the date of such financial statements; and
 - (ii) the sales and earnings of the Issuer during the period covered by the financial statements, and
 - (iii) the Issuer has not had a material disagreement with its auditors with respect to its financial statements or its accounting systems and processes.

- (q) Environmental. The Issuer (i) is in material compliance with all applicable federal, state, provincial and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“**Environmental Laws**”); (ii) has received all material permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its business except where the failure to have such permit, license or approval would not have a material adverse effect on the business of the Issuer; and (iii) in compliance with all terms and conditions of any such permit, license or approval in all material respects. There have been no past unresolved, and to the knowledge of the Issuer, there are no pending or threatened claims, complaints, notices or requests for information received by the Issuer with respect to any alleged material violation of any Environmental Law; and to the Issuer’s knowledge, information and belief, no conditions exist at, on or under any property now or previously owned, operated or leased by the Issuer which, with the passage of time, or the giving of notice or both, would give rise to liability under any Environmental Law that, individually or in the aggregate, has or may reasonably be expected to have, a material adverse effect on the business of the Issuer;

- 9.2 The Issuer acknowledges that the representations, warranties and covenants contained herein are made by the Issuer with the intention that they may be relied upon by the Subscriber in determining the Subscriber’s eligibility to, and evaluating the Subscriber’s decision to, acquire the Securities under Applicable Securities Laws. The Issuer further agrees that by executing the Debenture, the Issuer will be representing and warranting that the foregoing representations and warranties are true and correct as at the time of delivery of such Debenture with the same force and effect as if they had been made by the Issuer at such time, and that they shall survive the completion of the transactions contemplated under this subscription agreement.

10. Miscellaneous

- 10.1 The Issuer acknowledges and agrees that all costs and expenses incurred by the Subscriber, including any fees and disbursements of any counsel retained by the Subscriber, relating to the purchase, resale or transfer of the Securities shall be borne by the Issuer which will be paid by way of a set off against the \$1,000 Unit purchase price. The Subscriber acknowledges that the Issuer’s legal counsel are acting as legal counsel to the Issuer and not as legal counsel to the Subscriber.
- 10.2 Except as expressly provided for in this subscription and in any agreements, instruments and other documents contemplated or provided for herein, this subscription contains the entire agreement between the parties with respect to the sale of the Units and there are no other terms, conditions, representations, warranties, acknowledgments and agreements, whether expressed or implied, whether written or oral, and whether made by statute, common law, the parties hereto or anyone else. This subscription may only be amended by instrument in writing signed by the parties hereto.
- 10.3 Each party to this subscription covenants that it will, from time to time both before and after the Closing, at the request and expense of the requesting party, promptly execute and deliver all such other notices, certificates, undertakings, escrow agreements and other instruments and documents, and shall do all such other acts and other things, as may be necessary or desirable for purposes of carry out the provisions of this subscription.
- 10.4 The invalidity, illegality or unenforceability of any particular provision of this subscription shall not affect or limit the validity, legality or enforceability of the remaining provisions of this subscription.
- 10.5 This subscription, including without limitation the terms, conditions, representations, warranties, acknowledgments and agreements contained herein, shall survive and continue in full force and effect and be binding upon the Subscriber and the Issuer notwithstanding the completion of the purchase and sale of the Units, the conversion or exercise of any Securities and any subsequent disposition thereof by the Subscriber.
- 10.6 This subscription is not transferable or assignable. This subscription shall enure to the benefit of and be binding upon the parties hereto and its respective successors and permitted assigns.
- 10.7 This subscription is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber, in his personal or corporate capacity, irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

- 10.8 The Issuer shall be entitled to rely on delivery of a facsimile or portable document format ("**pdf**") copy of the executed subscription, and acceptance by the Issuer of such facsimile or pdf subscription shall be legally effective to create a valid and binding agreement between the Subscriber and the Issuer in accordance with the terms hereof. The Subscriber acknowledges and agrees that if less than a complete copy of this subscription is delivered to the Issuer at Closing, the Subscriber will be deemed to have agreed to all of the terms and conditions, unaltered, of the pages not delivered at Closing.
- 10.9 This subscription may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. Delivery of counterparts may be effected by facsimile or electronic transmission thereof.
- 10.10 The parties hereto acknowledge and confirm that they have requested that this subscription as well as all notices and other documents contemplated hereby be drawn up in the English language. Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention de souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.
- 10.11 Time shall be of the essence hereof.

SCHEDULE B

1. Representations, Warranties, Covenants, Acknowledgments and Agreements of the Subscriber

- 1.1 The Subscriber, and if applicable, the Disclosed Principal through the Subscriber, hereby represents, warrants, covenants, acknowledges and agrees for the benefit of the Issuer and its respective counsel that:
- (a) the Subscriber is resident in the jurisdiction set out on page 3 above;
 - (b) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities, and in particular no governmental agency or authority, stock exchange or other regulatory body or any other entity has made any finding or determination as to the merit for investment of, nor have any such agencies, authorities, exchanges, bodies or other entities made any recommendation or endorsement with respect to, the Securities;
 - (c) there is no government or other insurance covering the Securities;
 - (d) there are risks associated with the purchase of the Securities, being speculative investments which involve a substantial degree of risk;
 - (e) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities;
 - (f) the Issuer has advised the Subscriber that it is relying on one or more exemptions from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell securities under the Applicable Securities Laws, and as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided in applicable securities legislation, including statutory rights of rescission or damages, may not be available to it;
 - (g) the Subscriber has been further advised that due to the fact that no prospectus has been or is required to be filed with respect to any of the Securities under Applicable Securities Laws (i) the Subscriber may not receive information that might otherwise be required to be provided to it under such legislation, (ii) the Issuer is relieved from certain obligations that would otherwise apply under applicable legislation, and (iii) the Subscriber is restricted from using certain of the civil remedies available under such legislation;
 - (h) the Subscriber has had access to all information regarding the Issuer and the Securities that the Subscriber has considered necessary in connection with its investment decision;
 - (i) no person has made to the Subscriber any written or oral representations (i) that any person will resell or repurchase the Securities, (ii) that any person will refund the purchase price for the Securities, or (iii) as to the future price or value of the Securities, or (iv) that the Securities will be listed and posted for trading on any stock exchange;
 - (j) the Subscriber is capable by reason of knowledge and experience in financial and business matters in general, and investments in particular, of assessing and evaluating the merits and risks of an investment in the Securities, and is and will be able to bear the economic loss of its entire investment in any of the Securities and can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment;
 - (k) the Subscriber has been advised to consult its own investment, legal and tax advisors with respect to the merits and risks of an investment in the Securities and Applicable Securities Laws and resale restrictions, and in all cases the Subscriber has not relied upon the Issuer or its counsel or advisors for investment, legal or tax advice, always having, if desired, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel and tax advisors, and in particular, the Subscriber has been advised and understands that it is solely responsible, and none of the Issuer or its counsel or advisors are in any way responsible, for the Subscriber's compliance with Applicable Securities Laws and resale restrictions regarding the holding and disposition of the Securities;
 - (l) to the knowledge of the Subscriber, the Offering was not advertised or solicited in any manner in contravention of Applicable Securities Laws, and has not been made through or as a result of any general

- solicitation or general advertising or any seminar or meeting whose attendees have been invited by general solicitation or general advertising, and the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Securities;
- (m) the Subscriber has no knowledge of a "material fact" or "material change", as those terms are defined in the Applicable Securities Laws applicable in its jurisdiction of residence, in respect of the affairs of the Issuer that has not been generally disclosed to the public;
 - (n) the Subscriber is not an investment club;
 - (o) the Subscriber is not a "control block holder" as defined in the policies of the Exchange, will not become a "control block holder" by virtue of purchasing the Units as contemplated herein, or any further acquisition of any Securities, and does not intend to act in concert with any other person to form a control group of the Issuer;
 - (p) the Subscriber has the legal capacity and competence to enter into and execute this subscription and to take all actions required pursuant hereto, and if the Subscriber is not an individual, it is also duly formed and validly subsisting under the laws of its jurisdiction of formation and all necessary approvals by its directors, shareholders, partners and others have been obtained to authorize the entering into and execution of this subscription and the taking of all actions required hereto on behalf of the Subscriber;
 - (q) the Subscriber has duly and validly entered into, executed and delivered this subscription and it constitutes a legal, valid and binding obligation of the Subscriber enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally and as limited by laws relating to the availability of equitable remedies;
 - (r) if the Subscriber is acting as agent or trustee (including, for greater certainty, a portfolio manager or comparable adviser) for a principal, the Subscriber is duly authorized to execute and deliver this subscription and all other necessary documents in connection with such subscription on behalf of such principal, each of whom is subscribing as principal for its own account and not for the benefit of any other person, and this subscription has been duly and validly authorized, executed and delivered by or on behalf of such principal, and when accepted by the Issuer, will constitute a legal, valid and binding obligation enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally and as limited by laws relating to the availability of equitable remedies, against such principal;
 - (s) the entering into of this subscription and the transactions contemplated hereby does not and will not, conflict with, result in a violation or breach of, or constitute a default under, any of the terms and provisions of any law, regulation, order or ruling applicable to the Subscriber, or of any agreement, contract or indenture, written or oral, to which it is or may be a party or by which it is or may be bound, and, if the Subscriber is a corporation, its constating documents or any resolutions of its directors or shareholders;
 - (t) the Subscriber is not engaged in the business of trading in securities or exchange contracts as a principal or agent and does not hold himself, herself or itself out as engaging in the business of trading in securities or exchange contracts as a principal or agent, or is otherwise exempt from any requirements to be registered under National Instrument 31-103 – *Registration Requirements and Exemptions* (or, in Québec, Regulation 31-103 *respecting Registration Requirements and Exemptions*);
 - (u) with respect to compliance with the U.S. Securities Act:
 - (i) none of the Securities have been registered under the U.S. Securities Act, or under any state securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold except pursuant to an effective registration statement under the U.S. Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;

- (ii) the Subscriber is neither an underwriter of, or dealer in, the securities of the Issuer, nor participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities;
- (iii) the Subscriber is acquiring the Securities for investment only and not with a view to resale or distribution and, in particular, has no intention to distribute, directly or indirectly, all or any of the Securities to U.S. Purchasers, and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or person in the United States respecting (A) the transfer or assignment of any rights or interests in any of the Securities; (B) the division of profits, losses, fees, commissions, or any financial stake in connection with this subscription or the Securities; or (C) the voting of any securities offered hereby or underlying any securities offered hereby;
- (iv) the Subscriber does not intend to and will not engage in hedging transactions with regard to the Securities unless in compliance with the U.S. Securities Act;
- (v) any person who acquires Securities may at the Issuer's discretion be required to provide the Issuer with written certification that it is not a U.S. Purchaser;
- (vi) the current structure of this transaction and all transactions and activities contemplated hereunder, and the Subscriber's participation therein, is not a scheme to avoid the registration requirements of the U.S. Securities Act;
- (vii) the Subscriber is not purchasing the Units as the result of any "directed selling efforts"; and
- (v) the Subscriber acknowledges that the Issuer may complete additional financings in the future in order to develop the proposed business of the Issuer and to fund its ongoing development; that there is no assurance that such financings shall be available and, if available, on reasonable terms; any such future financings may have a dilutive effect on current security holders, including the Subscriber.

1.2 The Subscriber hereby represents, warrants, acknowledges and agrees for the benefit of the Issuer and its counsel that it is purchasing the Units as principal for investment purposes only, for its own account and not for the benefit of any other person and not with a view to, or for resale in connection with, any distribution thereof in violation of any Applicable Securities Laws.

2. Reliance, Notification, Indemnity and Survival

- 2.1 The Subscriber acknowledges and agrees that the Issuer and its counsel will and can rely on the representations, warranties, certifications, acknowledgments and agreements of the Subscriber contained in this subscription and otherwise provided by the Subscriber to and with the Issuer to determine the availability of Exemptions should this subscription be accepted, and otherwise in completing the offering, issue and sale of the Securities to the Subscriber in accordance with applicable laws. The Subscriber covenants and agrees to provide to the Issuer evidence of the Subscriber's qualifications for the Exemption indicated on Form 1 and Form 2 immediately upon request by the Issuer.
- 2.2 The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information pertaining to the Subscriber herein or otherwise provided in connection with this subscription which takes place prior to Closing.
- 2.3 The Subscriber acknowledges that the Issuer and its counsel are relying upon the representations, warranties, acknowledgments and covenants of the Subscriber set forth herein (including the schedules attached hereto) in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder) to purchase Units under the Offering, and hereby agrees to indemnify the Issuer and its directors, officers, employees, advisers, affiliates, shareholders, representatives and agents (including its legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties, acknowledgments and covenants. To the extent that any person entitled to be indemnified hereunder is not a party to this subscription, the Issuer shall obtain and hold the rights and benefits of this subscription in trust

for, and on behalf of, such person, and such person shall be entitled to enforce the provisions of this section notwithstanding that such person is not a party to this subscription.

- 2.4 The representations, warranties, acknowledgements and agreements made by the Subscriber in this subscription and otherwise provided by the Subscriber and the Issuer shall be true and correct as of the date of execution of this subscription and as of Closing as if repeated thereat, and shall survive the Closing.

FORM 1**CERTIFICATE FOR EXEMPTION**

In addition to the representations, warranties acknowledgments and agreements contained in the subscription to which this Form 1 – Certificate for Exemption is attached, the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber is purchasing the securities set out in the subscription as principal, it is resident in the jurisdiction set out on the Acceptance Page of the subscription and: **[check all appropriate boxes]**

Category 1: Accredited Investor

The Subscriber is **[check appropriate box and complete related blanks]**:

- ☐ (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;
- ☐ (b) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- ☐ (c) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- ☐ (d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer;
- ☐ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- ☐ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- ☐ (f) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- ☐ (g) except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- ☐ (h) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- ☐ (i) except in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- ☐ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds Cdn\$1,000,000
(Provide details of financial assets: _____);
- ☐ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities exceeds Cdn\$5,000,000;
(Provide details of financial assets: _____);
- ☐ (k) an individual whose net income before taxes exceeded Cdn\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded Cdn\$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
(Provide details of net income: _____);
- ☐ (l) an individual who, either alone or with a spouse, has net assets of at least Cdn\$5,000,000;
(Provide details of net income: _____);

- ☒ (m) a person, other than an individual or investment fund, that has net assets of at least Cdn\$5,000,000 as shown on its most recently prepared financial statements;
- ☐ (n) an investment fund that distributes or has distributed its securities only to:
- (i) a person that is or was an accredited investor at the time of the distribution;
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 and 2.19 of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106;
- ☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt;
- ☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- ☐ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- ☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- ☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- ☐ (t) a person in respect of which all of the owner of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- ☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- ☐ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investor; or
- ☐ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

AND/OR if the Subscriber is a resident of, or otherwise subject to the securities laws of, Ontario, the Subscriber is **[check any applicable box]**:

- ☐ (aa) a bank listed in Schedule I, II or III to the *Bank Act* (Canada);
- ☐ (bb) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act;
- ☐ (cc) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
- ☐ (dd) the Business Development Bank of Canada;
- ☐ (ee) a subsidiary of any person or company referred to in clause (aa), (bb), (cc) or (dd), 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;

- ☐ (ff) a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- ☐ (gg) the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada;
- ☐ (hh) 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 Quebec;
- ☐ (ii) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- ☐ (jj) 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;
- ☐ (kk) a person or company that is recognized or designated by the Ontario Securities Commission as an accredited investor; or
- ☐ (ll) such other persons or companies as may be prescribed by the regulations under the *Securities Act* (Ontario).

Additional Instruction: If the Subscriber is an individual and qualifies under Category 1 pursuant to paragraphs (j), (k) or (l), it must also complete and sign FORM 1A attached hereto entitled "*Form 45-106F9: Form for Individual Accredited Investors*" and Appendix A.

Definitions:

"Canadian financial institution" means

- (a) 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
- (b) 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;

"EVCC" means an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia), R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments;

"financial assets" means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"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;

"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;

"person" includes

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and

- (d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

"related liabilities" means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

"Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

"spouse" means, an individual who,

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual; or
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

"subsidiary" means in issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

"VCC" means a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), R.S.B.C. 1996 c. 429, whose business objective is making multiple investments.

Category 2: Family, Friends and Business Associates

The Subscriber is [check appropriate box and complete related blanks]:

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

of which the relevant director, executive officer, control person or founder of the Issuer or affiliate thereof referred to in paragraphs (b) to (k) above is:

State name: _____

State the length of your relationship with this person: _____

Additional Instruction: If the Subscriber qualifies under Category 2 and is a resident of Ontario, it must also complete and sign Schedule 1C attached hereto entitled "*Form 45-106F12: Risk Acknowledgment Form for Family, Friend and Business Associate Investors*".

Notes:

- * "close personal friend" means an individual who has known the named director, executive officer, control person or founder well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of that person. The term "close personal friend" can include a family member who is not already specifically identified in paragraphs (b), (c), (f) or (g) if the family member otherwise meets the criteria described above. An individual's relationship with the named director, executive officer, control person or founder must be direct. An individual is not a "close personal friend" solely because that individual is a relative, a member of the same club, organization, association or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client or former customer, a mere acquaintance, or connected through some form of social media, such as Facebook, Twitter or LinkedIn.
- ** "close business associate" means an individual who has had sufficient prior business dealings with the named director, executive officer, control person or founder to be in a position to assess the capabilities and trustworthiness of that person. An individual's relationship with the named director, executive officer, control person or founder must be direct. An individual is not a "close business associate" solely because that individual is a member of the same club, organization, association or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client or former customer, a mere acquaintance, or connected through some form of social media, such as Facebook, Twitter or LinkedIn.

Category 3: Cdn\$150,000 Purchaser

- ☐ The Subscriber is not an individual and has an acquisition cost for the Units of not less than Cdn\$150,000 paid in cash, and is not a person that is or has been created or used solely to purchase or hold securities in reliance on the exemption provided by section 2.10 of NI 45-106.

Category 4: Employees, Officers, Directors and Consultants

The Subscriber is [check appropriate box]:

- ☐ (a) an employee of the Issuer or of a "related entity" of the Issuer;
- ☐ (b) an executive officer of the Issuer or of a "related entity" of the Issuer;
- ☐ (c) a director of the Issuer or of a "related entity" of the Issuer;
- ☐ (d) a consultant of the Issuer or of a "related entity" of the Issuer; or
- ☐ (e) a "permitted assign" of a person described in paragraphs (a) to (d),


and its participation in the Offering is voluntary.

* * * * *

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the Subscriber shall give the Issuer immediate written notice thereof.

The Subscriber acknowledges and agrees that the Issuer will and can rely on this Certificate in connection with the Subscriber's subscription.

IN WITNESS, the undersigned has executed this Certificate as of the 14 day of March, 2024.

If a corporation, partnership or other entity:	If an individual:
<u>KW Capital Partners Limited</u>	<u></u>
<i>Print Name of Subscriber</i>	<i>Print Name of Subscriber</i>
<u> /s/ "Aaron Eisenberg"</u>	<u></u>
<i>Signature of Authorized Signatory</i>	<i>Signature</i>
<u>Aaron Eisenberg - Director</u>	<u></u>
<i>Name and Position of Authorized Signatory</i>	<i>Jurisdiction of Residence of Subscriber</i>
<u>Ontario</u>	
<i>Jurisdiction of Residence of Subscriber</i>	

APPENDIX “A” TO FORM 1
INDIVIDUAL ACCREDITED INVESTOR QUESTIONNAIRE

THIS APPENDIX “A” IS TO BE COMPLETED BY ACCREDITED INVESTORS WHO ARE INDIVIDUALS SUBSCRIBING UNDER CATEGORIES (J), (K) OR (L) IN CATEGORY 1 OF FORM 1 TO WHICH THIS APPENDIX “A” IS ATTACHED.

Unless otherwise defined, all capitalized terms not otherwise defined in this Appendix “A” shall have the meaning ascribed to such terms in the Subscription Agreement to which this Appendix is attached.

I understand that in order to be accepted as an “accredited investor” under categories (j), (k) OR (l) of the definition of accredited investor in NI 45-106, I must satisfy certain of the following criteria. The undersigned hereby represents and warrants to the Issuer as follows:

1. Personal Data.

Name: _____

Telephone: _____

Residence Address: _____

2. Definitions. Please review the following definitions prior to completing the information below:

- a) **“financial assets”** means cash, securities or a contract of insurance, a deposit or evidence of deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence would not be included in a calculation of financial assets.
- b) **“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.
- c) **“net assets”** means all of the purchaser’s total assets minus all of the purchaser’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser’s personal residence. To calculate a purchaser’s net assets, subtract the purchaser’s total liabilities from the purchaser’s total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security.

3. Net income test. Please answer the following questions concerning your **net income** by marking the appropriate box.

3.1 My annual **net income** before taxes (all sources) for the applicable periods of time are set out below. Please tick the appropriate **net income** range excluding taxes from all sources in each of A, B and C below.

Net income ranges (all dollar amounts in Canadian dollars)	A. My annual net income before taxes (all sources) for the most recent calendar year is: <i>(tick the appropriate box below)</i>	B. My annual net income before taxes (all sources) for the prior calendar year is: <i>(tick the appropriate box below)</i>	C. My annual net income before taxes (all sources) that I reasonably expect to earn in the current calendar year is: <i>(tick the appropriate box below)</i>
LESS THAN \$49,999			
\$50,000-\$99,999			

\$100,000-\$149,999			
\$150,000-\$199,999			
\$200,000 -\$299,999			
\$300,000-\$399,999			
\$400,000-\$499,999			
GREATER THAN \$500,000			

3.2 My spouse's annual **net income** before taxes (all sources) for the applicable periods of time are set out below. Please tick the appropriate **net income** range excluding taxes from all sources in each of A, B and C below.

Net income ranges (all dollar amounts in Canadian dollars)	A. My spouse's annual net income before taxes (all sources) for the most recent calendar year is: <i>(tick the appropriate box below)</i>	B. My spouse's annual net income before taxes (all sources) for the prior calendar year is: <i>(tick the appropriate box below)</i>	C. My spouse's annual net income before taxes (all sources) that I reasonably expect to earn in the current calendar year is: <i>(tick the appropriate box below)</i>
LESS THAN \$49,999			
\$50,000-\$99,999			
\$100,000-\$149,999			
\$150,000-\$199,999			
\$200,000 -\$299,999			
\$300,000-\$399,999			
\$400,000-\$499,999			
GREATER THAN \$500,000			

3.3 The annual **net income** before taxes (all sources) for my spouse and me during the applicable periods of time are set out below. Please tick the appropriate **net income** range excluding taxes from all sources in each of A, B and C below.

Net income ranges (all dollar amounts in Canadian dollars)	A. The annual net income before taxes (all sources) for the most recent calendar year of my spouse and me is: <i>(tick the appropriate box below)</i>	B. The annual net income before taxes (all sources) for the prior calendar year of my spouse and me is: <i>(tick the appropriate box below)</i>	C. The annual net income before taxes (all sources) that my spouse and I reasonably expect to earn in the current calendar year is: <i>(tick the appropriate box below)</i>

LESS THAN \$49,999			
\$50,000-\$99,999			
\$100,000-\$149,999			
\$150,000-\$199,999			
\$200,000 -\$299,999			
\$300,000-\$399,999			
\$400,000-\$499,999			
GREATER THAN \$500,000			

4. Financial Assets Test. Please answer the following questions concerning your “**financial assets**” (see definition above) by marking the appropriate box.

4.1 I and/or my spouse beneficially own **financial assets** having an aggregate realizable value that, before taxes, net of any **related liabilities** are as set out below. Please tick the appropriate **financial asset** range excluding taxes from all sources in each of A, B and C below.

Financial asset ranges (all dollar amounts in Canadian dollars)	A. My financial assets have an aggregate realizable value that, before taxes, net of any related liabilities are: (tick the appropriate box below)	B. My spouse’s financial assets have an aggregate realizable value that, before taxes, net of any related liabilities are: (tick the appropriate box below)	C. The financial assets of my spouse and I have an aggregate realizable value that, before taxes, and net of any related liabilities are: (tick the appropriate box below)
Less than \$249,999			
\$250,000-\$499,999			
\$500,000-\$999,999			
Greater than \$1,000,000			

4.2 For the purposes of this Section 4:

(a) do you and/or your spouse have:

(i) physical or constructive possession or evidence of ownership of your **financial assets**?

☐

Yes

☐

No

(ii) any entitlement to the receipt of any income generated by the **financial assets**?

☐

Yes

☐

No

(iii) any risk of loss of the value of the **financial assets**?

☐

Yes

☐

No

- (iv) the ability to dispose of the **financial assets** or otherwise deal with the **financial assets** as you and/or your spouse sees fit?
- ☐ Yes ☐ No
- (b) did you exclude the value of any real estate owned by you and/or your spouse in the calculation of **financial assets**, such as your principal residence and/or cottage?
- ☐ Yes ☐ No
- (c) did you deduct any **related liabilities** from the **financial assets** in connection with the (i) cash, (ii) securities or a (iii) contract of insurance (*i.e.*, the cash surrender value only), deposit or an evidence of deposit that is not a securities under securities legislation?
- ☐ Yes ☐ No

5. Cdn\$5,000,000 Net Asset Test. I and/or my spouse have **net assets** as set out below. Please tick the appropriate net asset range in each of A, B and C below.

Net asset ranges (all dollar amounts in Canadian dollars)	A. My total net assets are: <i>(tick the appropriate box below)</i>	B. My spouses' net assets are: <i>(tick the appropriate box below)</i>	C. The aggregate net assets of my spouse and I are: <i>(tick the appropriate box below)</i>
Less than \$499,999			
\$500,000-\$999,999			
\$1,000,000-\$2,999,999			
\$3,000,000-\$4,999,999			
Greater than \$5,000,000			

Based on the above information, I hereby represent and warrant that:

- (a) my **net income** before taxes was more than Cdn\$200,000 in each of the 2 most recent calendar years, and I expect it to be more than Cdn\$200,000 in the current calendar year;
- (b) my **net income** before taxes combined with that of my spouse was more than Cdn\$300,000 in each of the 2 most recent calendar years, and I expect that our combined **net income** before taxes to be more than Cdn\$300,000 in the current calendar year;
- (c) I either alone or with my spouse, beneficially own **financial assets** having an aggregate realizable value that, before taxes but net of any related liabilities, is more than Cdn\$1,000,000; or
- (d) I either alone or with my spouse, have **net assets** of at least Cdn\$5,000,000.

My commitment to investments which are not readily marketable is reasonable in relation to my net worth. I meet at least one of the criteria for an "accredited investor" under NI 45-106.

The foregoing representations and warranties and all other information which I have provided to the Issuer concerning myself and my financial condition are true and accurate as of the date hereof. If in any respect, such representations, warranties, or information shall not be true and accurate, I will give written notice of such fact to the Issuer immediately prior to Closing specifying which representations, warranties or information are not true and accurate, and the reasons therefor.

I understand that the information contained herein is being furnished by me in order for the Issuer to determine my suitability as an **accredited investor**, may be accepted by the Issuer in light of the requirements of NI 45-106 and that the Issuer will rely on the information contained herein for purposes of such determination.

Purchaser's Signature

Dated: _____, 2024

Signed: _____

Witness_____
Print the name of Purchaser_____
Print Name of Witness**Spouse's Signature (if applicable)**

Dated: _____, 2024

Signed: _____

Witness_____
Print the name of spouse of Purchaser_____
Print Name of Witness

- FORM 1A -**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: *Units comprised of secured debentures and common share purchase warrants*Issuer: *Xemoto Media Ltd. (the "Issuer")*Purchased from: *the Issuer***SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER****2. Risk acknowledgement**

This investment is risky. Initial that you understand that:

**Your
initials****Risk of loss** – You could lose your entire investment of Cdn\$_____. [Instruction: Insert the total dollar amount 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**If you are relying on a prospectus exemption contained in any of sections (j), (k), or (l) of Category 1 "Accredited Investor" in Form 1, 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 Cdn\$200,000 in each of the 2 most recent calendar years, and you expect it to be more than Cdn\$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 Cdn\$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than Cdn\$300,000 in the

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

4. Your name and signature

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

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON**5. Salesperson information**

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

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**

*Xemoto Media Ltd.
2905 – 77 King St. W.
Toronto, ON
M5K 1H1
Attention: Adam Szweras, Executive Director*

*Telephone: 1-866-858-8065
Email: a.szweras@xemotomedia.com
Website: www.xemotomedia.com*

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

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

- FORM 1C -**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: *Units comprised of secured debentures and common share purchase*Issuer: *Xemoto Media Ltd. (the "Issuer")***SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER****2. Risk acknowledgement**

This investment is risky. Initial that you understand that:

**Your
initials****Risk of loss** – You could lose your entire investment of Cdn\$ _____. [*Instruction: Insert the total dollar***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

<p>B) 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,</i></p>		
<p>C) 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>D) 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>		
<p>4. Your name and signature</p>		
<p>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.</p>		
<p>First and last name (please print):</p>		
<p>Signature:</p>		<p>Date:</p>
<p>SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE</p>		
<p>5. Contact person of the issuer or an affiliate of the issuer</p>		
<p><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></p> <p>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></p> <p> <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 </p>		
<p>First and last name of contact person (please print):</p>		
<p>Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):</p>		
<p>Telephone:</p>		<p>Email:</p>
<p>Signature:</p>		<p>Date:</p>

SECTION 6 TO BE COMPLETED BY THE ISSUER**6. For more information about this investment**

Xemoto Media Ltd.
2905 – 77 King St. W.
Toronto, ON
M5K 1H1
Attention: Adam Szweras, Executive Director

Telephone: 1-866-858-8065
Email: a.szweras@xemotomedia.com
Website: www.xemotomedia.com

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 and Registration 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 and Registration Exemptions.

FORM 2**CERTIFICATE OF U.S. ACCREDITED INVESTOR STATUS**

In addition to the representations, warranties, acknowledgments and agreements contained in the subscription agreement (the "**subscription**") to which this Form 2 – Certificate of U.S. Accredited Investor Status is attached, the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber is purchasing the Securities set out in the subscription as principal, that the Subscriber is a resident of the jurisdiction of its disclosed address set out in the Subscriber's information on page 2 of the subscription, and:

1. The Subscriber hereby represents, warrants, acknowledges and agrees to and with the Issuer that the Subscriber:

- (a) is a U.S. Purchaser;
- (b) 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 and it is able to bear the economic risk of loss arising from such transactions;
- (c) is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities or Warrant Shares in violation of the United States federal or state securities laws and, in particular, it has no intention to distribute either directly or indirectly any of the Securities or Warrant Shares in the United States or to a U.S. Person; provided, however, that the Subscriber may sell or otherwise dispose of any of the Securities or Warrant Shares pursuant to registration thereof pursuant to the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and any applicable state securities laws or if an exemption from such registration requirements is available or registration is otherwise not required under this U.S. Securities Act and any applicable state securities laws;
- (d) is not acquiring the Securities as a result of any form of "general solicitation" or "general advertising", as such terms are defined for purposes of Regulation D under the U.S. Securities Act, including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or on the internet or broadcast over radio, television or the internet or other form of telecommunications, or published or broadcast by means of the internet or any other form of electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (e) understands the Securities or Warrant Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the sale contemplated hereby is being made in reliance on an exemption from such registration requirements provided by Section 4(a)(2) of the U.S. Securities Act and Rule 506(b) of Regulation D promulgated thereunder;
- (f) satisfies one or more of the categories indicated below (**check appropriate box**):
 - ☐ Category 1: An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Units offered, with total assets in excess of US \$5,000,000;
 - ☐ Category 2: A natural person whose individual net worth, or joint net worth with that person's spouse, on the date of purchase exceeds US \$1,000,000;

Note: For purposes of calculating "net worth" under this paragraph:

- (i) The person's primary residence shall not be included as an asset;
- (ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time,

other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

- ☐ Category 3: A natural person who had an individual income in excess of US \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
 - ☐ Category 4: A bank as defined under Section (3)(a)(2) of the U.S. Securities Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*, as amended; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the United States *Investment Company Act of 1940*, as amended, or a business development company as defined in Section 2(a)(48) of such Act; a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States *Small Business Investment Act of 1958*, as amended; a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees if the plan has total assets in excess of US\$5,000,000; an employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974*, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors", as such term is defined in Rule 501(a) of Regulation S;
 - ☐ Category 5: A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*;
 - ☐ Category 6: A director or executive officer of the Issuer;
 - ☐ Category 7 A trust that (a) has total assets in excess of US\$5,000,000, (b) was not formed for the specific purpose of acquiring the Units and (c) is directed in its purchases of securities by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Units as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or
 - ☐ Category 8 An entity in which all of the equity owners are accredited investors; and
- (g) if an individual, is a resident of the state or other jurisdiction of its disclosed address set out in the Subscriber's information on page 2 of its subscription; or if not an individual, has received and accepted the offer to acquire the Securities at the office of the Subscriber at the disclosed address set out in the Subscriber's information on page 2, of its subscription.

2. The Subscriber acknowledges and agrees that:

- (a) the Subscriber has not acquired the Securities or Warrant Shares as a result of, and will not itself engage in any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities or Warrant Shares; provided, however, that the Subscriber may sell or otherwise dispose of any of the Securities or Warrant Shares pursuant to registration of any of the Securities or Warrant Shares pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein;

- (b) if the Subscriber decides to offer, sell, pledge or otherwise transfer any of the Securities or Warrant Shares, it will not offer, sell, pledge or otherwise transfer any of such securities, directly or indirectly, unless the sale is:
 - (i) to the Issuer;
 - (ii) outside of the United States pursuant to the requirements of Regulation S and in compliance with local laws and regulations;
 - (iii) made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by (A) Rule 144 thereunder, if available, or (B) Rule 144A thereunder, if available, and, in both cases, in accordance with any applicable state securities or "Blue Sky" laws; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable U.S. state laws and regulations governing the offer and sale of securities,

and, in the case of paragraphs (iii)(A) and (iv), the Subscriber has prior to such sale furnished to the Issuer an opinion of counsel of recognized standing in form and substance satisfactory to the Issuer;

- (c) upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable U.S. State laws and regulations, the certificates representing any of the Securities or Warrant Shares will bear a legend in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY [AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN BOTH CASES, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C)(1) OR (D), THE SELLER HAS PRIOR TO SUCH TRANSFER FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.";

provided that if any of the Securities or Warrant Shares are being sold pursuant to Rule 144 under the U.S. Securities Act and in compliance with any applicable state securities laws, the legend may be removed by delivery to the Issuer's transfer agent of an opinion satisfactory to the Issuer and its transfer agent to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act and state securities laws;

- (d) the Issuer may make a notation on its records or instruct the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described herein and the subscription;
- (e) the Subscriber understands that the Securities and Warrant Shares are "restricted securities" under applicable federal securities laws and that the U.S. Securities Act and the rules of the United States Securities and Exchange Commission (the "SEC") provide in substance that the Subscriber may dispose of the Securities or Warrant Shares only pursuant to an effective registration statement under the U.S. Securities Act or an exemption therefrom, and, other than as set out herein, the Subscriber understands that the Issuer has no obligation to register any of the Securities or Warrant Shares or to

take action so as to permit sales pursuant to the U.S. Securities Act (including Rule 144 thereunder). Accordingly, the Subscriber understands that absent registration, under the rules of the SEC, the Subscriber may be required to hold the Securities and Warrant Shares indefinitely or to transfer the Securities or Warrant Shares in the United States in "private placements" which are exempt from registration under the U.S. Securities Act, in which event the transferee will acquire "restricted securities" subject to the same limitations as in the hands of the Subscriber. As a consequence, the Subscriber understands that it must bear the economic risks of the investment in the Securities for an indefinite period of time;

- (f) the Subscriber understands and acknowledges that (i) the Issuer is deemed to have been any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the securities, and (ii) the Issuer is not obligated to make Rule 144 under the U.S. Securities Act available for resales of such securities;
- (g) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition, disposition or exercise of any of the Securities or Warrant Shares, and the Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the Subscriber's acquisition or disposition of such Securities or Warrant Shares, and in particular, no determination has been made whether the Issuer will be a "passive foreign investment company" ("PFIC") within the meaning of Section 1291 of the United States Internal Revenue Code (the "Code"); and
- (h) the funds representing the subscription price which will be advanced by the Subscriber to the Issuer hereunder will not represent proceeds of crime for the purposes of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "PATRIOT Act") 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 the subscription and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act, and that no portion of the subscription price to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber, and it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true and provide the Issuer with appropriate information in connection therewith.

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the Subscriber shall give the Issuer immediate written notice thereof.

Capitalized terms not specifically defined in this Certificate have the meaning ascribed to them in the subscription to which this Certificate is attached.

The Subscriber acknowledges and agrees that the Issuer will and can rely on this Certificate in connection with the Subscriber's subscription.

IN WITNESS, the undersigned has executed this Certificate as of the _____ day of _____, 2024.

If a corporation, partnership or other entity:

If an individual:

Print Name of Subscriber

Print Name of Subscriber

Signature of Authorized Signatory

Signature

Name and Position of Authorized Signatory

Jurisdiction of Residence of Subscriber

Jurisdiction of Residence of Subscriber