

FINDER'S FEE AGREEMENT

THIS FINDER'S FEE AGREEMENT (this "Agreement") is dated effective the 3rd day of August, 2023

BETWEEN:

COVER TECHNOLOGIES INC., a company incorporated under the laws of the Province of British Columbia and having an office at 2380 - 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9

(the "Company")

AND:

ENKRATEIA HOLDINGS LTD., a company incorporated under the laws of the Mexico and having an office at 117 Bosque De Robles, Bosques De Las Lomas, Mexico City, 11700

(the "Finder")

WHEREAS:

A. Pursuant to the terms of an Amended and Restated Share Exchange Agreement dated effective November 14, 2022, as further amended and restated on dated March 1, 2023 and May 24, 2023, the Company has agreed to acquire all of the issued and outstanding common shares of PlasCred Inc. ("**PlasCred**") by way of share exchange and business combination involving the Company, PlasCred, and the shareholders of PlasCred (the "**Transaction**"); and

B. The Company agrees to pay a finder's fee to the Finder in consideration for the Finder's services in facilitating the identification of the Transaction (collectively, the "**Services**") on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company and the Finder (each, a "**Party**" and, together, the "**Parties**"), the Parties agree as follows:

1. Definitions

1.1 For the purpose of this Agreement, the following defined terms shall have the following meanings:

- (a) "**Applicable Securities Laws**" means all rules, policies, notices, orders and legislation of any kind whatsoever of all jurisdictions applicable to the Transaction, this Agreement and the transactions contemplated herein, including the policies of the CSE;

- (b) “Closing” has the meaning specified in Section 2.1;
- (c) “Confidential Information” has the meaning specified in Section 8.5;
- (d) “CSE” means the Canadian Securities Exchange;
- (e) “Discloser” has the meaning specified in Section 8.5;
- (f) “Finder” has the meaning given to it on page 1 of this Agreement;
- (g) “Finder’s Fee” has the meaning specified in Section 2.1;
- (h) “Finder’s Share” has the meaning specified in Section 2.1;
- (i) “NI 31-103” means National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;
- (j) “Party” and “Parties” has the meanings given to such terms on page 1 of this Agreement;
- (k) “PlasCred” has the meaning given to it in Recital A to this Agreement;
- (l) “Questionnaire” has the meaning specified in Section 2.1;
- (m) “Representatives” has the meaning specified in Section 8.5;
- (n) “Services” has the meaning given to it in Recital B to this Agreement;
- (o) “Transaction” has the meaning given to it in Recital A to this Agreement; and
- (p) “TSXV” has the meaning given to it in Recital A to this Agreement.

2. Finder’s Fees

2.1 Subject to: (a) the delivery by the Finder of a completed and executed copy of the Accredited Investor Questionnaire (the “Questionnaire”) attached hereto as Schedule A; and (b) the completion of the Transaction (the “Closing”), the Company shall pay to the Finder a finder’s fee (the “Finder’s Fee”) consisting of the lesser of 1,500,000 common shares in the capital of the Company (each, a “Finder’s Share”), and the maximum number permitted pursuant to policies of the CSE, at a deemed price of \$0.30 per Finder’s Share.

2.2 The Finder acknowledges and agrees with the Company that the Finder’s Fee will represent full and final payment and satisfaction for all of the Services provided by the Finder and the Finder hereby releases the Company from any claims relating thereto.

3. Representations and Warranties

3.1 The Finder represents and warrants to the Company, and acknowledges that the Company is relying on the representations and warranties contained in this Agreement and the

Questionnaire to, among other things, ensure that it is complying with Applicable Securities Laws, that:

- (a) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein;
- (b) the Finder is acquiring the Finder's Shares as principal for its own account and not for the benefit of any other person;
- (c) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not result in the violation of any law or regulation by the Finder;
- (d) the Finder is resident in Mexico and is not U.S. Persons (as such term is defined in Regulation S of the *Securities Act of 1933* (United States)) and is outside of the United States when receiving and executing this Agreement;
- (e) the Finder has not been provided with any offering memorandum in connection with the acquisition of the Finder's Shares;
- (f) the Finder acknowledges that the Company is relying on exemptions from prospectus requirements under National Instrument 45-106 - *Prospectus Exemptions* in order to issue the Finder's Shares to the Finder and the Finder is aware of the criteria of the exemptions to be met by the Finder and the Finder meets those criteria;
- (g) the Finder has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in this Agreement and the Finder is able to bear the economic risk of loss arising from such transactions; and
- (h) the Finder agrees that the covenants, representations and warranties of the Finder contained herein will be true and correct both as of the execution date of this Agreement and as at the Closing.

3.2 The Company represents and warrants to the Finder, and acknowledges that the Finder is relying on the representations and warranties contained in this Agreement, that:

- (a) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein; and
- (b) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not result in the violation of any law or regulation by it.

4. Covenants of the Finder

4.1 Without limiting the application of any other provisions in this Agreement, the Finder covenants to:

- (a) comply with Applicable Securities Laws in all material respects;
- (b) upon actually becoming aware of the same, notify the Company immediately if any circumstances arise that materially negatively affect the Finder's ability to be paid the Finder's Fee; and
- (c) upon actually becoming aware of the same, notify the Company immediately if any circumstances arise that require the Finder to become registered under NI 31-103.

5. Indemnification

5.1 The Finder will indemnify and hold harmless the Company and, where applicable, its respective directors, officers, employees, agents, advisors and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representations or warranties of the Finder contained herein or in any document furnished by the Finder to the Company in connection herewith being untrue in any material respect or any breach or failure by the Finder to comply with any covenant or agreement made by the Finder to the Company in connection therewith.

6. Relationship between the Parties

6.1 The Finder is not an employee of the Company for any purpose and the Finder understands and agrees that the Finder's relationship to the Company is one of an independent contractor. As such, the Finder acknowledges and agrees that they are not agents of the Company and are not authorized to make any representation, contract, or commitment on behalf of the Company unless specifically requested and authorized to do so by the Company in writing.

6.2 The Finder acknowledges and agrees that it shall be responsible for payment to the proper authorities of any and all income taxes, employment insurance premiums, pension/retirement plan contributions and workers' compensation board insurance premiums or other fees in respect of the remuneration paid hereunder.

6.3 Nothing contained in this Agreement shall be construed as creating any obligation on the Company to complete the Transaction. The Company and the Finder agree that this Agreement shall not be exclusive, including with respect to PlasCred and the Transaction and shall not otherwise prohibit the Company from entering into any other agreements with parties other than PlasCred, nor shall this Agreement prohibit the Company from entering into any finder's fee agreement or other transaction with any other party.

7. Resale Restrictions

7.1 The Finder acknowledges and agrees that any Finder's Shares acquired by the Finder will be subject to such trade and resale restrictions as may be imposed by operation of the Applicable Securities Laws or required by the CSE, and the certificates representing the Finder's Shares will bear such legends as may be required by Applicable Securities Laws and by the rules and policies of the CSE.

8. Confidentiality

8.1 Each Party shall treat confidentially and not disclose, and shall cause each of its Representatives to treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information of the other Party.

8.2 Either Party may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the transactions contemplated by this Agreement. Neither Party shall use, nor permit its Representatives to use, Confidential Information for any other purpose nor in any way that is, directly or indirectly, detrimental to the other Party.

8.3 If either Party or any of its Representatives receives a request or is legally required to disclose all or any part of the Confidential Information, such Party shall: (a) immediately notify the other Party of the request or requirement, (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (c) if requested by the other Party, take all necessary steps to seek a protective order or other appropriate remedy.

8.4 If a protective order or other remedy is not available, or if the other Party waives compliance with any provision of this Section 8: (a) the Party receiving the request for disclosure or its Representatives, as the case may be, may disclose to the person requiring disclosure only that portion of the Confidential Information which such Party is advised by written opinion of legal counsel is legally required to be disclosed, and (b) such Party shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Party or its Representatives not permitted by this Agreement.

8.5 For purposes of this Section 8: (a) "**Confidential Information**" means all information, in whatever form communicated or maintained that one Party (the "**Discloser**") discloses to another party in connection with the transactions contemplated by this Agreement, including the existence and terms of this Agreement, whether provided before or after the date of this Agreement, and any information provided to the Discloser by any other person under circumstances in which the Discloser has an obligation to protect the confidentiality of such information, and (b) "**Representatives**" means each director, officer, employee, agent, consultant, advisor and other representative of a Party.

9. Disclosure of Personal Information

9.1 The Finder acknowledges and agrees that certain personal information about the Finder may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities;

(b) the Company's registrar and transfer agent; and (c) any of the other parties involved in the Transaction, including legal counsel, and may be included in record books in connection with the Transaction. By executing this Agreement, the Finder is deemed to be consenting to the foregoing collection, use and disclosure of the Finder's personal information. The Finder also consents to the filing of copies or originals of any documents provided to the Company by the Finder as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

10. General

10.1 The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Parties.

10.2 Nothing in this Agreement shall be construed as constituting the Finder as being an agent of the Company.

10.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings or agreements between the Parties with respect to its subject matter.

10.4 The Parties shall execute and deliver all such further documents and instruments and do all such acts and things as may be reasonably required in order to carry out the full intent and meaning of this Agreement.

10.5 This Agreement will be governed by, construed and enforced in accordance with the laws of the Province of British Columbia and parties hereto submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

10.6 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in such written waiver, shall be limited to the specific breach waived.

10.7 This Agreement may be signed by the Parties in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution by the Parties, shall be deemed to be executed as of the date first set forth above. This Agreement may be delivered by email transmission or other form of electronic transmission capable of producing a printed copy.

IN WITNESS WHEREOF this agreement has been executed as of the day and year first above written:

COVER TECHNOLOGIES INC.

Per: "Dorian Banks"

Authorized Signatory

ENKRATEIA HOLDINGS LTD.

Per: "signed"

Authorized Signatory

SCHEDULE A

ACCREDITED INVESTOR QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Finder's Fee Agreement dated as of August 3, 2023 (the "**Agreement**") to which this Schedule A is attached.

The purpose of this Questionnaire is to assure the Corporation that the undersigned Finder meets certain requirements of National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**") to qualify for an exemption from the prospectus requirement. The Corporation will rely on the information contained in this Questionnaire for the purposes of such determination.

The undersigned Finder represents, warrants and certifies to the Company that:

1. The Finder 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 Agreement and the Finder is able to bear the economic risk of loss arising from such transactions;
2. The Finder satisfies one or more of the categories of "accredited investor" (as that term is defined in NI 45-106) indicated below (**You must: (A) check the appropriate box below, and (B) if you select the criteria in Category 10, 11 or 12 below, you must also complete and sign Appendix A to this Questionnaire**):

___ Category 1 a Canadian financial institution, or a Schedule III bank

___ Category 2 the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada)

___ Category 3 a subsidiary of any person referred to in Category 1 or 2, 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

___ Category 4 a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador)

___ Category 5 an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in Category 4

___ Category 6 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

- ___ Category 7 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 Montreal or an intermunicipal management board in Québec
- ___ Category 8 any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government
- ___ Category 9 a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) a pension commission or similar regulatory authority of a jurisdiction of Canada
- ___ Category 10 an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000
- ___ Category 11 an individual whose net income before taxes exceeded \$200,000 in each of the two (2) most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two (2) most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year
- ___ Category 12 an individual who, either alone or with a spouse, has net assets of at least \$5,000,000
- ___ Category 13 a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements
- ___ Category 14 an investment fund that distributes or has distributed its securities only to
- (a) a person that is or was an accredited investor at the time of the distribution;
 - (b) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 of NI 45-106 [*Minimum amount investment*] or 2.19 of NI 45-106 [*Additional investment in investment funds*]; or
 - (c) a person described in paragraph (a) or (b) that acquires or acquired securities under section 2.18 of NI 45-106 [*Investment fund reinvestment*]
- ___ Category 15 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

- ___Category 16 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
- ___Category 17 a person acting on behalf of a fully managed account managed by that person, if that person
- (a) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction; and
 - (b) in Ontario, is purchasing a security that is not a security of an investment fund
- ___Category 18 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
- ___Category 19 an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in Categories 1 to 4 or Category 9 in form and function
- ___Category 20 a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors
- ___Category 21 an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser
- ___Category 22 a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.
- ___Category 23 a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

The Finder agrees that the representations and warranties in this Questionnaire will be true and correct both as of the execution of this Questionnaire and as of the Closing, and acknowledges that these representations and warranties will survive the issuance of the Finder's Shares. The Finder acknowledges and agrees that the Finder may be required by the Corporation to provide such additional documentation as may be reasonably required by the Corporation and its legal counsel in determining the Finder's eligibility to acquire the Finder's Shares under relevant legislation.

DATED: August _____, 2023

X

Signature of individual (if Subscriber **is** an individual)

X

Authorized signatory (if Subscriber is **not** an individual)

Name of Subscriber

Name of authorized signatory

Official capacity of authorized signatory

For the purposes hereof:

- (a) “accredited investor” means a person who meets the criteria in any of the above categories;
- (b) “Canadian financial institution” means:
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (c) “eligibility adviser” means
 - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (d) “financial assets” means
 - (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

- (e) “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;
- (f) “investment fund” means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (g) “non-redeemable investment fund” means an issuer:
 - (i) whose primary purpose is to invest money provided by its securityholders;
 - (ii) that does not invest
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund;
- (h) “person” includes
 - (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
 - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (i) “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;
- (j) “Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

- (k) “spouse” means, an individual who,
- (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (l) “subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

APPENDIX "A"
TO ACCREDITED INVESTOR QUESTIONNAIRE

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: Common shares of the Issuer (each, a "Share") at a deemed price of \$0.30 per Share.

Issuer: **COVER TECHNOLOGIES INC.**
(the "Issuer")

Purchased from: 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 \$_____. *[Instruction: Insert the total dollar amount of the investment.]*

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		
<p>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.</p>		Your initials
<ul style="list-style-type: none"> Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 		
<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 		
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 		
<ul style="list-style-type: none"> Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 		
4. Your name and signature		
<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.</p>		
First and last name (please print):		
Signature:		Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON		
5. Salesperson information		
First and last name of salesperson (please print):		
Telephone:		Email:

Name of firm (if registered): not applicable

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

COVER TECHNOLOGIES INC.
2380 - 1055 West Hastings Street
Vancouver, British Columbia, V6E 2E9
Telephone: (604) 351-6200
Email: dorianbanks@gmail.com

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