



PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (the "Subscription Agreement")

TO: NURAN WIRELESS INC. (the "Issuer")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase from **Nuran Wireless Inc.** (the "**Issuer**") that number common shares in the capital of the Issuer (each, a "**Share**") and that number of Share purchase warrants (which shall not exceed the number of Shares purchased) (each a "**Warrant**") of the Issuer set out below at an aggregate price equal to \$1.53 multiplied by the number of Shares purchased. Each Warrant will entitle the holder thereof to acquire one Share (each, a "**Warrant Share**") at a price of \$2.40 per Warrant Share until 5:00 p.m. (Vancouver time) on the date of expiration of the Warrant, which is two (2) years following the Closing Date (as defined herein) subject to the Ownership Limitation (as defined herein), the Acceleration Provision (as defined herein) and the Debenture Acceleration Provision (as defined herein). The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Securities".

<p><u>Subscriber Information</u></p> <p>SPACE-COMMUNICATION LTD.</p> <p>(Name of Subscriber)</p> <p>X</p> <p>(Signature of Authorized Signatory – if the Subscriber is not an Individual)</p> <p>(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)</p> <p>(SIN, SSN, or other Tax Identification Number of the Subscriber)</p> <p>GIBOR SPORT BUILDING, 20TH FLOOR 7 MENACHEM BEGIN ST., RAMAT GAN, ISRAEL, 5268102 (Subscriber's Address, including City and Postal Code)</p> <p>(Telephone Number)</p> <p>(Email Address)</p>

<p><u>Securities to be Purchased</u></p> <p><u>2,614,379 Shares</u> (Number of Shares)</p> <p><u>182,000 Warrants</u> (Number of Warrants)</p> <p>Total Subscription Price: <u>\$3,999,999.87</u> (the "Subscription Amount")</p>

<p>Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.</p> <p>(Name of Disclosed Principal)</p> <p>(Address of Disclosed Principal)</p> <p>(Account Reference, if applicable)</p> <p>(SIN, SSN, or other Tax Identification Number of Disclosed Principal)</p>

Register the Securities as set forth below:

(Name to Appear on Share and Warrant Certificates)

(Account Reference, if applicable)

(Address, including Postal Code)

Deliver the Securities as set forth below:

(Attention - Name)

(Account Reference, if applicable)

(Street Address, including Postal Code) (No PO Box)

(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by the Subscriber, if any:

1. State whether the Subscriber is an Insider of the Issuer:

Yes No

2. State whether the Subscriber is a registrant:

Yes No

ACCEPTANCE

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this Private Placement Subscription Agreement (including the Terms and Conditions and Exhibits attached hereto) (the "**Agreement**") as of the ____ day of _____, 2021 .

NURAN WIRELESS INC.

Per: _____
Authorized Signatory

Address: 100-2150 Cyrille-Duquet Street
Quebec, QC G1N 2G3
Email: francis.letourneau@nuranwireless.com
Attention: Francis Letourneau



TERMS AND CONDITIONS OF SUBSCRIPTION FOR SECURITIES

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of Shares and Warrants as is set forth on page 1 of this Agreement at an aggregate price equal to \$1.53 multiplied by the number of Shares purchased, for the Subscription Amount shown on page 1 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the "**Subscription**"), and the Issuer agrees to sell the Shares and Warrants to the Subscriber, effective upon the Issuer's acceptance of this Agreement.

1.2 The Warrants will be transferable. Each Warrant will entitle the holder thereof to purchase one Warrant Share, as presently constituted, for a period of twenty-four (24) months commencing from the Closing Date at an exercise price of \$2.40 per Warrant Share; provided, however, that the holder shall not be entitled to exercise the Warrant to purchase Warrant Shares if, and to the extent that, such exercise would result in the holder being a "related party" of the Issuer within the meaning of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* adopted by the Canadian Securities Administrators (the "**Ownership Limitation**"), and subject further to the Acceleration Provision and Debenture Acceleration Provision described below. The Shares, Warrants, Warrant Shares and Spacecom Convertible Debenture (as defined herein) are referred to herein as the "**Securities**".

1.3 In the event that the Shares have a closing price on the Canadian Securities Exchange (the "**CSE**") (or such other exchange on which the Shares may principally be traded at such time) of greater than \$2.64 per Share for a period of ten (10) consecutive trading days at any time after four months and one day from the Closing Date (the "**Acceleration Threshold**"), the Issuer may accelerate the expiry date of the Warrants (the "**Acceleration Provision**") by giving notice to the holders thereof by no later than five (5) days following such tenth (10th) consecutive trading day; in such case, the Warrants will expire on the thirtieth (30th) day after the date on which such notice is given to the holder by the Issuer (the "**Acceleration Exercise Deadline**").

1.4 In the event that the Acceleration Threshold is reached during the term of the Warrant and the Issuer has delivered a notice of exercise of the Acceleration Provision in accordance with the terms of the Warrant Certificate (as defined herein) and the Subscriber has provided written notice to the Issuer that they are unable to purchase any Warrant Shares underlying such Warrants due to the Ownership Limitation (the "**Ineligible Shares**") prior to the expiry of the Acceleration Exercise Deadline, the Subscriber may within five (5) calendar days of such notice (the "**Option Exercise Date**"), at its option, choose to subscribe for a convertible debenture of the Issuer (the "**Spacecom Convertible Debenture**"), in the form to be attached to the Warrant Certificate, in a principal amount which is equal to up to the product of (A) \$2.40 multiplied by (B) the number of Ineligible Shares (the "**Debenture Acceleration Provision**"). The principal amount of the Spacecom Convertible Debenture may be converted by the

Subscriber into Shares at a fixed conversion price of \$2.40 per Share, subject again to the Ownership Limitation. The Subscriber shall complete, sign and return to the Issuer as soon as possible, on request by the Issuer, any additional documents, questionnaires, notices and undertakings as may be reasonably requested by Issuer's counsel and/or required by any regulatory authorities and applicable law in connection with the subscription for the Spacecom Convertible Debenture. Provided that notwithstanding the foregoing if the Subscriber chooses not to subscribe for the Spacecom Convertible Debenture on the Option Exercise Date the Warrant will immediately terminate and shall have no further force or effect.

1.5 The Subscriber acknowledges that the Securities have been offered to the Subscriber as part of an offering by the Issuer of additional Shares and Warrants to other subscribers for aggregate gross proceeds to the Issuer of up to \$11,000,000 (the "**Offering**").

2. Payment

2.1 The Subscription Amount must accompany this Subscription and shall be paid by, unless otherwise agreed by the Issuer: (i) if the Subscriber is drawing funds from a Canadian bank to pay for this Subscription, a certified cheque or bank draft drawn on a Canadian chartered bank or by wire to the Issuer; or (ii) if the Subscriber is drawing funds from any source other than a Canadian chartered bank to pay for this Subscription, then only by wire transfer to the Issuer pursuant to the wiring instructions to be provided by the Issuer to the Subscriber. The Subscriber authorizes the Issuer to treat any Subscription Amounts advanced to the Issuer as an interest free loan until the closing of the Offering (the "**Closing**").

2.2 The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents delivered in connection herewith will be held by or on behalf of the Issuer. In the event that this Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Subscription Amount (without interest thereon) and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber as set forth on page 1 of this Agreement.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Issuer the following documents:

- (a) an executed copy of this Agreement;
- (b) an Investor Questionnaire (the "**Investor Questionnaire**") attached as Exhibit A; and
- (c) such other supporting documentation that the Issuer or its legal counsel may request in connection with the Offering and to establish the Subscriber's qualification as a qualified investor and/or required to register any security interest on behalf of the Subscriber,

and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

3.2 The Subscriber shall complete, sign and return to the Issuer as soon as possible, on request by the Issuer, any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities and applicable law.

3.3 Both parties to this Agreement acknowledge and agree that the issuer's counsel Boughton Law Corporation ("**Issuer's Counsel**") have acted as counsel only to the Issuer and are not protecting the rights and interests of the Subscriber, except as regards the legal opinion to be delivered by Issuer's Counsel addressed to the Subscriber referred to in Section 4.2(e). Subject to the foregoing, the Subscriber acknowledges and agrees that the Issuer and its counsel have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Issuer and its counsel that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The Closing shall occur on such date as may be determined by the Issuer, but in any event no later than July 9, 2021, or such other date as may be mutually agreed to by the Issuer and the Subscriber (the "**Closing Date**"). The Issuer may, at its discretion, elect to close the Offering in one or more closings, in which event, subject to the other terms and conditions set forth in this Agreement, the Issuer may agree with one or more purchasers (including the Subscriber to this Agreement) to complete delivery of the Shares and Warrants to such purchaser(s) against payment therefor at any time on or prior to or after the Closing Date.

4.2 The Closing (including the closing of this Subscription) is conditional upon and subject to:

- (a) each of the Warrant Certificate and the Spacecom Convertible Debenture being in form and substance acceptable to the Subscriber, acting reasonably; and
- (b) the Issuer having obtained all necessary regulatory approvals for the Offering; and
- (c) the issue and sale of the Shares and Warrants being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities legislation relating to the sale of the Shares and Warrants, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum; and
- (d) the Securities being subject to a hold period of no more than four months and a day from the Closing Date pursuant to applicable Canadian securities laws; and
- (e) the Subscriber having received an opinion of Aird & Berlis, pursuant to an engagement of such firm by the Subscriber to be arranged and facilitated by the Issuer and Issuer's Counsel, dated the Closing Date, with respect to the application of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* adopted by the Canadian Securities Administrators ("**MI 61-101**") to the transactions contemplated by this Agreement, in form and substance acceptable to the Subscriber, acting reasonably, as well as a further opinion of Issuer's Counsel, dated the Closing Date, with respect to the certain corporate and securities matters customary for a transaction of this nature, in form and substance acceptable to the Subscriber, acting reasonably; and
- (f) the Subscriber having received evidence reasonably satisfactory to the Subscriber that an aggregate minimum principal amount of at least \$7,000,000 under the Offering

(excluding the Subscription herein) has closed on or before the Closing Date and that the proceeds thereof have been received by the Issuer; and

- (g) the Issuer having provided to the Subscriber representations and warranties satisfactory to the Subscriber in its entire discretion, as contemplated by Section 9.1; and
- (h) the Subscriber having received such other closing documents reasonably requested by the Subscriber as are customary for a transaction of this nature; and
- (i) the Subscriber and the Issuer having entered into mutually acceptable commercial agreements for the engagement of the Subscriber as an exclusive satellite capacity provider, including: (i) a signed and binding Master Service Agreement (“MSA”) for the supply of satellite capacity, including an exclusivity commitment from the Issuer in favour of the Subscriber for the provision of satellite capacity in connection with all future projects of the Issuer, (ii) a signed and binding Service Order pursuant to the MSA for the supply of managed services for 120 sites of the Issuer’s Network as a Service (NAAS) contract with Orange Cameroon SA in Cameroon; and (iii) a signed and binding Service Order pursuant to the MSA for the supply of satellite capacity to 2,000 sites of the Issuer NAAS contract with Orange DRC SA located in the Democratic Republic of Congo (the “DRC Contract”); and
- (j) the Subscriber and the Issuer having entered into a mutually acceptable lock-box arrangement pursuant to which the Subscriber shall be assured that the sum of \$4,000,000 shall be applied by the Issuer toward the fulfilment by the Issuer of its obligations under the DRC Contract; and
- (k) the Subscriber and the Issuer having entered into a mutually acceptable participation agreement with respect to any subsidiaries of Issuer in Africa pursuant to which the Subscriber shall be entitled to participate, on the same terms and conditions as any third-party investor (the “Investor”), in the event of any sale by the Issuer of all or any part of its operations to any Investor, whether through the sale of assets or shares or through any other means; and
- (l) the Subscriber and the Issuer having entered into a mutually acceptable right of first refusal agreement pursuant to which the Subscriber shall be entitled to match any offer received by the Issuer from time to time for the financing of all or any part of its operations in Africa.

4.3 If any of the conditions to Closing set forth in Section 4.2 is not satisfied in accordance with its terms on or prior to the Closing Date, then unless such condition is mutually waived by the Subscriber and the Issuer, the Closing shall not occur and neither the Subscriber nor the Issuer shall have any liability towards the other or towards any third party as a result of the non-fulfilment of such condition.

4.4 At Closing, the Issuer will deliver to the Subscriber a certificate, in physical or electronic form, representing the Shares and a certificate representing the Warrants (the “Warrant Certificate”) purchased by the Subscriber and registered in the name of the Subscriber or its nominee, or as directed by the Subscriber.

5. Board Observer

5.1 The Issuer agrees and undertakes that, as of the Closing Date until such time as the Subscriber is the beneficial holder of less than 5% of the issued and outstanding common shares in the capital of the Issuer (the "**Observer Threshold**"), the Subscriber shall be entitled to appoint one observer (the "**Observer**") to the board of directors of the Issuer (the "**Board**"), which observer shall be entitled to receive notice of and attend all meetings of the Board, but not to vote thereat, and to receive all information and materials provided by the Issuer to the members of the Board from time to time, as well as such further information as the Observer may reasonably request in order to ensure compliance by the Issuer with its various obligations towards the Subscriber. The Observer shall hold in confidence and trust all information received and shall act in a fiduciary manner with respect to all information so provided in the same manner as if the Observer were a director of the Issuer, except that the Observer shall be entitled to disclose such information to the Subscriber. Each Observer who has not already done so shall upon written request of the Issuer deliver, in a form acceptable to the Issuer, acting reasonably, a legal, valid, and enforceable document whereby such person agrees to be bound by, and comply with, the terms of the provisions of this Agreement that apply to the Observer. Moreover, the Observer shall be the beneficiary of an indemnification agreement to be entered in its favour into between the Observer and the Issuer.

5.2 Upon the Investor ceasing to satisfy the Observer Threshold, the Subscriber shall notify the Issuer of such fact and, at the option of the Issuer, the Subscriber will cause the Observer to be removed, it being understood that the right of the Subscriber to appoint an observer as contemplated by Section 5.1 shall be reinstated each time that the Subscriber is once again the beneficial holder of at least 5% of the issued and outstanding common shares in the capital of the Issuer.

6. Acknowledgements and Agreements of Subscriber

6.1 The Subscriber acknowledges and agrees that:

- (a) none of the Securities have been or will be registered under the United States *Securities Act of 1933*, as amended, (the "**1933 Act**"), or under any securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons (each, a "**U.S. Person**"), as that term is defined in Regulation S under the 1933 Act ("**Regulation S**"), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws;
- (b) the Issuer has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any other securities legislation;
- (c) the decision to execute this Agreement and acquire the Securities agreed to be purchased hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Issuer otherwise than in this Agreement and such decision is based entirely upon a review of any public information which has been filed by the Issuer with any Canadian provincial securities commissions (collectively, the

“Public Record”) as well as the Subscriber’s due diligence review of the Issuer and the representations and warranties of the Issuer contained in this Agreement;

- (d) the Subscriber understands and agrees that the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements contained in this Agreement and the Investor Questionnaire, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Issuer;
- (e) there are risks associated with the purchase of the Securities, as more fully described in the Issuer’s periodic disclosure forming part of the Public Record;
- (f) the Subscriber and the Subscriber’s advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Issuer in connection with the distribution of the Securities hereunder, and to obtain from the Issuer additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;
- (g) all of the information which the Subscriber has provided to the Issuer is correct and complete as of the date this Agreement is signed, and if there should be any change in such information prior to the Closing, the Subscriber will immediately provide the Issuer with such information;
- (h) the Issuer is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement and the Investor Questionnaire, as applicable, and the Subscriber will hold harmless the Issuer from any loss or damage it or they may suffer as a result of the Subscriber’s failure to correctly complete this Agreement or the Investor Questionnaire, as applicable;
- (i) the Subscriber has been advised to consult the Subscriber’s own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and the Issuer is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Securities hereunder, and
 - (ii) applicable resale restrictions;
- (j) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities. The Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax law of the Subscriber’s acquisition or disposition of the Securities;
- (k) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Securities setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THESE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE [four months and one day from the Closing Date.];

- (l) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Securities through a person registered to sell securities under provincial securities legislation and other applicable securities laws, and, as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided by applicable securities legislation (including the various provincial securities acts), including statutory rights of rescission or damages, will not be available to the Subscriber;
- (m) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;
- (n) there is no government or other insurance covering any of the Securities;
- (o) 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 such restrictions before selling any of the Securities;
- (p) the Issuer will refuse to register the transfer of any of the Securities to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws; and
- (q) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer, and the Subscriber acknowledges and agrees that the Issuer reserves the right to reject any Subscription for any reason whatsoever.

7. Representations, Warranties and Covenants of the Subscriber

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

- (a) the Subscriber is not a U.S. Person;
- (b) the Subscriber is resident in the jurisdiction set out on page 1 of this Agreement and:
 - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident (the "**International Jurisdiction**") which would apply to the offer and sale of the Securities,
 - (ii) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the

applicable laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions,

- (iii) the applicable laws of the authorities in the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Securities, and
- (iv) the purchase of the Securities by the Subscriber does not trigger:
 - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction;
- (c) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
- (d) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (e) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (f) the Subscriber has received and carefully read this Agreement;
- (g) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks (including those risks disclosed in the Public Record), including the possible loss of the entire Subscription Amount;
- (h) the Subscriber has made an independent examination and investigation of an investment in the Securities and the Issuer and agrees that the Issuer will not be responsible in any way whatsoever for the Subscriber's decision to invest in the Securities and the Issuer;
- (i) the Subscriber is not an underwriter of, or dealer in, any of the Securities, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities or any of them;

- (j) the Subscriber is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (k) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities, or
 - (iii) as to the future price or value of any of the Securities; and
- (l) the Subscriber acknowledges and agrees that the Issuer shall not consider the Subscriber's Subscription for acceptance unless the undersigned provides to the Issuer, along with an executed copy of this Agreement:
 - (i) a fully completed and executed Investor Questionnaire in the form attached hereto as Exhibit A, whereby the Subscriber represents and warrants that the Subscriber satisfies one of the categories of prospectus exemptions provided in National Instrument 45-106 – *Prospectus Exemptions* adopted by the Canadian Securities Administrators; and
 - (ii) such other supporting documentation that the Issuer or its legal counsel may request to establish the Subscriber's qualification as a qualified investor.

8. Representations and Warranties will be Relied Upon by the Issuer

8.1 The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Issuer and its legal counsel in determining the Subscriber's eligibility to purchase the Securities under applicable legislation, or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Securities under applicable legislation. The Subscriber further agrees that by accepting delivery of the certificates representing the Shares and Warrants on the Closing Date, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber on the Closing Date and that they will survive the purchase by the Subscriber of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Securities.

9. Representations and Warranties of the Issuer

9.1 The Issuer agrees to deliver to the Subscriber a schedule containing representations and warranties of the Issuer satisfactory to the Issuer in its entire discretion to be appended to this Agreement on the Closing Date and acknowledges that the Subscriber is relying upon such representations and warranties in connection with the entering into of this Subscription Agreement and the carrying out of the Subscription and that they will survive the purchase by the Subscriber of the Securities and will

continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Securities.

10. Collection of Personal Information

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

Furthermore, the Subscriber is hereby notified that:

- (a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this subscription, including any Canadian provincial securities commissions and/or the SEC (collectively, the "**Commissions**") certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the number of common shares or other securities of the Issuer owned by the Subscriber, the number of Shares and Warrants purchased by the Subscriber and the total purchase price paid for such Shares and Warrants, the prospectus exemption relied on by the Issuer and the date of distribution of the Shares and Warrants,
- (b) such information is being collected indirectly by the Commissions under the authority granted to them in securities legislation,
- (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws, and
- (d) the Subscriber may contact the following public official in British Columbia with respect to questions about the Commission's indirect collection of such information at the following address and telephone number set out in Exhibit B.

11. Exclusivity

11.1 The Issuer hereby agrees and undertakes in favour of the Subscriber that during the period commencing on the date hereof and ending on the Closing Date, the Issuer shall not (and the Issuer shall not authorize any of its direct and indirect subsidiaries, advisors, representatives, agents, directors,

officers, and employees to) discuss, negotiate, participate in, propose, authorize, or enter into or consummate any agreement with any other satellite operator (whether definitive, in principle, or otherwise) with respect to any matter whatsoever.

12. Costs

12.1 Each of the Issuer and the Subscriber shall bear all of their own costs and expenses incurred by them (including any fees and disbursements of any special counsel retained by them) relating to the Offering and the issuance of the Shares and Warrants to the Subscriber.

13. Governing Law

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

14. Currency

14.1 Any reference to currency in this Agreement is to the currency of Canada unless otherwise indicated.

15. Survival

15.1 The representations and warranties of a party herein, including Article 7 and Schedule "C", shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto until the date that is three years after the Time of Closing, unless bona fide notice of a claim that a representation or warranty was incorrect shall have been made in writing before such date, in which case the representation or warranty to which such notice applies shall survive in respect of that claim until the final determination or settlement of the claim, notwithstanding any investigation made by or on behalf of the party entitled to rely on such representation or warranty. Notwithstanding the foregoing, a claim for any breach of any of the representations and warranties contained in this Agreement involving fraud or fraudulent misrepresentation, and any claim for any breach of the representations and warranties that shall be characterized as being fundamental, may be made at any time following the date of this Agreement, subject only to applicable limitation periods imposed by applicable law.

15.2 The covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto until fully performed in accordance with their respective terms or for the period prescribed herein.

16. Execution of Subscription Agreement

16.1 The Issuer and the Issuer's counsel will be entitled to rely on delivery by facsimile machine or other means of electronic communication capable of producing a printed copy of an executed copy of this Agreement, and acceptance by the Issuer of such facsimile or electronic copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer in accordance with the terms hereof. If less than a complete copy of this Agreement is delivered to the Issuer or the Issuer's counsel

prior to or at Closing, the Issuer and the Issuer's counsel are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions of the pages not delivered prior to or at Closing unaltered. The Subscriber hereby authorizes the Issuer to correct any minor errors in, or complete any minor information missing from any part of this Agreement and any other acknowledgements, provisions, forms, certificates or documents executed by the Subscriber and delivered to the Issuer or the Issuer's counsel in connection with the Subscription.

17. Assignment

17.1 This Agreement is not transferable or assignable.

18. Severability

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

19. Entire Agreement

19.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Shares and Warrants and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Issuer or by anyone else.

20. Notices

20.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber shall be directed to the address of the Subscriber set forth on page 1 of this Agreement and notices to the Issuer shall be directed to it at the address of the Issuer set forth on page 2 of this Agreement.

21. Counterparts and Electronic Means

21.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument.

22. Exhibits

22.1 The exhibits attached hereto form part of this Agreement.

EXHIBIT A

INVESTOR QUESTIONNAIRE

TO: NURAN WIRELESS INC. (the "Issuer")

RE: Purchase of Shares and Warrants of the Issuer

Capitalized terms used in this Investor Questionnaire (this "Questionnaire") and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Issuer to which this Exhibit A is attached.

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the Shares and Warrants and underlying securities as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, will be referred herein as the "Subscriber") of the Shares and Warrants and the underlying securities (collectively the "Securities"), the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber:

- (i) is purchasing the Securities as principal (or deemed principal under the terms of National Instrument 45-106 – *Prospectus Exemptions* adopted by the Canadian Securities Administrators ("NI 45-106"));
- (ii) (A) is resident in or is subject to the laws of one of the following (check one):
 - Alberta New Brunswick Prince Edward Island
 - British Columbia Nova Scotia Quebec
 - Manitoba Nunavut Saskatchewan
 - Newfoundland and Labrador Northwest Territories Ontario
 - Yukon
 - United States: _____ (List State of Residence)

or

- (B) is resident in a country other than Canada or the United States; and
- (iii) has not been provided with any offering memorandum in connection with the purchase of the Securities.

In connection with the purchase of the Securities, the Subscriber hereby represents, warrants, covenants and certifies that the Subscriber meets one or more of the following criteria:

I. SUBSCRIBERS PURCHASING UNDER THE “ACCREDITED INVESTOR” EXEMPTION

- (a) the Subscriber is not a trust company or trust company registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada,
- (b) the Subscriber is an “accredited investor” within the meaning of NI 45-106, by virtue of satisfying the indicated criterion below **(YOU MUST INITIAL OR PLACE A CHECK-MARK ON THE APPROPRIATE LINE(S))** (see certain guidance with respect to accredited investors below) **I**
- ⊙ (a) a Canadian financial institution, or a Schedule III bank;
 - ⊙ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
 - ⊙ (c) 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) 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 (R.S.O., 1990, chapter S.5) of Ontario or the Securities Act (R.S.N.L., 1990, chapter S-13) of Newfoundland and Labrador;
 - ⊙ (f) 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) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec;
 - ⊙ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
 - ⊙ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;

- ⊙ (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;
- ⊙ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000 CAD;
- ⊙ (k) an individual whose net income before taxes exceeded \$200,000 CAD in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 CAD 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;
- ⊙ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 CAD;
- ⊙ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 CAD as shown on its most recently prepared financial statements, and said person was not created and is not used solely to purchase or hold securities as an accredited investor;
- ⊙ (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,
- ⊙ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, 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 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,
- ⊙ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- ⊙ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
- ⊙ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse;

For the purposes of the Investor Questionnaire:

- (a) an issuer is "**affiliated**" with another issuer if
 - (i) one of them is the subsidiary of the other, or
 - (ii) each of them is controlled by the same person;
- (b) "**control person**" means
 - (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
 - (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;
- (c) "**director**" means

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (d) **“eligibility adviser”** means
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser 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
 1. have a professional, business or personal relationship with the issuer, or any of its Directors, executive Officers, founders, or control persons, and
 2. have acted for or been retained personally or otherwise as an employee, executive Office, Director, associate or partner of a person that has acted for or been retained by the issuer or any of its Directors, executive Officers, founders or control persons within the previous 12 months;
- (e) **“executive officer”** means, for an issuer, an individual who is
- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (f) **“financial assets”** means
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (g) **“foreign jurisdiction”** means a country other than Canada or a political subdivision of a country other than Canada;
- (h) **“founder”** means, in respect of an issuer, a person who,
- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and

- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;
- (i) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (j) **“individual”** means a natural person, but does not include
 - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust, or
 - (ii) a natural person in the person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (k) **“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*;
- (l) **“jurisdiction”** or **“jurisdiction of Canada”** means a province or territory of Canada except when used in the term foreign jurisdiction;
- (m) **“non-redeemable investment fund”** has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*.
- (n) **“person”** includes
 - (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
 - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (o) **“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; and
- (p) **“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).

Guidance on Accredited Investor Exemptions for Individuals

An individual accredited investor is an individual:

- (a) who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$1,000,000;
- (b) whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (c) who, either alone or with a spouse, has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000; or
- (d) who beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$5,000,000.

The monetary thresholds above are intended to create bright-line standards. Subscribers who do not satisfy these monetary thresholds **do not** qualify as accredited investors.

Spouses

Sections (a), (b) and (c) above are designed to treat spouses as a single investing unit, so that either spouse qualifies as an accredited investor if the combined financial assets of both spouses exceed \$1,000,000, the combined net income of both spouses exceeds \$300,000, or the combined net assets of both spouses exceed \$5,000,000. Section (d) above does not treat spouses as a single investing unit.

If the combined net income of both spouses does not exceed \$300,000, but the net income of one of the spouses exceeds \$200,000, only the spouse whose net income exceeds \$200,000 qualifies as an accredited investor.

Financial Assets and Related Liabilities

For the purposes of Sections (a) and (d) above, “**financial assets**” means: (1) cash, (2) securities, or (3) a contract of insurance, a deposit or an evidence of a 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 subscriber’s personal residence is not included in a calculation of financial assets.

The calculation of financial assets must exclude “**related liabilities**”, meaning: (1) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (2) liabilities that are secured by financial assets.

As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual’s spouse, or both, in any particular instance. However, in the case

where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual, there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets:

- physical or constructive possession of evidence of ownership of the financial asset;
- entitlement to receipt of any income generated by the financial asset;
- risk of loss of the value of the financial asset; and
- the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

For example, securities held in a self-directed RRSP for the sole benefit of an individual are beneficially owned by that individual.

In general, financial assets in a spousal RRSP can be included for the purposes of the \$1,000,000 financial asset test in Section (a) above because Section (a) takes into account financial assets owned beneficially by a spouse. However, financial assets in a spousal RRSP cannot be included for purposes of the \$5,000,000 financial asset test in Section (d) above.

Financial assets held in a group RRSP under which the individual does not have the ability to acquire the financial assets and deal with them directly do not meet the beneficial ownership requirements in either Sections (a) or (d) above.

Net Assets

For the purposes of Section (c) above, “**net assets**” means all of a subscriber’s total assets minus all of the subscriber’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets includes the value of a subscriber’s personal residence, and the calculation of total liabilities includes the amount of any liability (such as a mortgage) in respect of the subscriber’s personal residence.

To calculate a subscriber’s net assets under the net asset test, subtract the subscriber’s total liabilities from the subscriber’s total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax is considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security to the subscriber by the Company.

Guidance on Accredited Investor Exemptions for Corporations, Trusts and Other Entities

Accredited investors that are corporations, trusts or other entities include:

- (a) a corporation, trust or other entity, other than an investment fund, that has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000 as shown on its most recently prepared financial statements in accordance with applicable generally accepted accounting principles and that has not been created or used solely to purchase or hold securities as an accredited investor;
- (b) a corporation, trust or other entity 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; and

- (c) 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.

Net Assets

For the purposes of Section (a) above, "net assets" means all of the subscriber's total assets minus all of the subscriber's total liabilities. The minimum net asset threshold of \$5,000,000 specified in Section (a) above must be shown on the entity's most recently prepared financial statements. The financial statements must be prepared in accordance with applicable generally accepted accounting principles.

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and acknowledges that they will survive the completion of the issue of the Securities. The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the Securities and that this Questionnaire is incorporated into and forms part of the Agreement and the undersigned undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Securities.

The Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth in the Agreement or in this Questionnaire which takes place prior to the Closing.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable laws.

DATED as of _____ day of _____, 2021.

Print Name of Subscriber (or person signing as agent of the Subscriber)

By: _____
Signature

Print Name and Title of Authorized Signatory (if Subscriber is not an individual)

EXHIBIT B

ACKNOWLEDGEMENT – PERSONAL INFORMATION

1. The Canadian Securities Exchange and its affiliates, authorized agents, subsidiaries and divisions, including the Canadian Securities Exchange (collectively referred to as the “Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:
 - (a) to conduct background checks;
 - (b) to verify the Personal Information that has been provided about each individual;
 - (c) to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant;
 - (d) to consider the eligibility of the Issuer or Applicant to list on the Exchange;
 - (e) to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates;
 - (f) to conduct enforcement proceedings; and
 - (g) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations service providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (h) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (i) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

2. The Commissions may indirectly collect the Personal Information under the authority granted to them by securities legislation. The Personal Information is being collected for the purposes of the administration and enforcement of the securities legislation of the jurisdiction of each such Commission.

If the Subscriber has any questions about the collection and use of the personal information and/or the security regulatory authority's or regulator's indirect collection of the personal information, the Subscriber hereby acknowledges and agrees that he/she/it has been notified to contact the securities regulatory authority or regulator in the local jurisdiction of the Subscriber, at the following address(es):

- (a) In Alberta, the FOIP Coordinator, 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;
- (b) In British Columbia, FOI Inquiries, British Columbia Securities Commission, P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2, Inquiries: (604) 899-6854, Toll free in Canada: 1-800-373-6393, Facsimile: (604) 899-6581, Email: FOI-privacy@bcsc.bc.ca; and
- (c) In Ontario, the Inquiries Officer, 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.