

SUBSCRIPTION AGREEMENT FOR UNITS

TO: InnoCan Pharma Corporation (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to the number of units (the "Units") set forth below for the aggregate subscription price set forth below (the "Aggregate Subscription Price"), representing a subscription price of US\$0.125 per Unit, each Unit being comprised of common shares ("Common Shares") and zero Common Share purchase warrant ("Warrants") of the Corporation, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Units of InnoCan Pharma Corporation" attached hereto (together with this page and the attached Exhibits, the "Subscription Agreement"). In addition to this face page, the Subscriber must also complete the Exhibits attached hereto, as applicable.

Subscriber information redacted

(Name of Subscriber - please print)

\_\_\_\_\_

\_\_\_\_\_ whose signature appears above if different than the name of the Subscriber printed above.)

(Subscriber's Address)

\_\_\_\_\_

(Telephone Number) \_\_\_\_\_ ralphb@bossinolaw.com (E-Mail Address)

Number of Units: 4,000,000

Aggregate Subscription Price (US\$0.125 per Unit x number of Units subscribed for): US\$500,000

**Register the Units as set forth below:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Address)

**Deliver the Units as set forth below:**

Same as Registered Address (otherwise complete below)

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

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

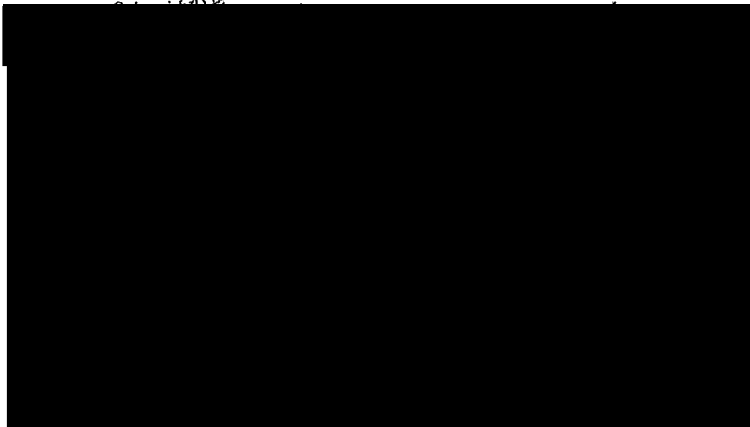
(Contact Name) \_\_\_\_\_

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

The Subscriber is  or is not  an Insider of the Corporation (as such term is defined in applicable securities laws).

The Subscriber is  or is not  a Registrant (as defined in Exhibit 1 attached hereto)

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this



(not including Exhibits 1 and 2).

Signature redacted

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR  
UNITS OF INNOCAN PHARMA CORPORATION**

**Terms of the Offering**

1. The Subscriber acknowledges that the Warrants forming part of the Units will be duly and validly created and issued pursuant to, and the exercise thereof shall be governed by, the terms and conditions of a warrant certificate (the "Warrant Certificate") to be dated the Closing Date (as defined herein). The Warrant Certificate shall include, but will not be limited to, the following terms:

- (a) each Warrant will entitle the holder thereof to acquire zero Common Share at an exercise price of US\$0.25 per share (subject to adjustment in certain events) until the earlier of 30 days following notice from the Corporation that the Common Shares of the Corporation have traded at a closing price for 20 consecutive trading days at or in excess of US\$0.25 (CAD 0.325) or 24 months from the Closing Date. Once exercised, the Warrants will be restricted from selling for 12 month;
- (b) the Warrants shall be duly and validly created and issued by the Corporation pursuant to the terms of the Warrant Certificate. Any description of the Warrants set forth in this Subscription Agreement is a summary only and is subject to the detailed provisions of the Warrant Certificate, which shall be in such form and contain such terms as shall be approved by the Corporation and its counsel. For greater certainty, in the event of any conflict between this Subscription Agreement and the Warrant Certificate, in respect of the terms of the Warrants, the Warrant Certificate shall govern;
- (c) the Common Shares, the Warrants and the Common Shares issuable pursuant to the terms of the Warrants are collectively referred to in this Subscription Agreement as the "Offered Securities"; and
- (d) there are restrictions on the Subscriber's ability to resell the Offered Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the such securities and the Offered Securities may not be resold or transferred without the consent of the board or directors of the Corporation and (if applicable) until after the expiry of the applicable "hold" or "restricted" period attaching to such securities under applicable securities laws unless sold pursuant to an exemption under applicable securities laws.

**Power of Attorney**

2. The Subscriber acknowledges and agrees that, if this Subscription Agreement is accepted by the Corporation prior to the removal by the Corporation of its private company restrictions, then the Subscriber expressly consents to the same and appoints any one director or officer of the Corporation as proxyholder of the Subscriber with respect to the Common Shares, with full power of substitution, to execute, or to vote for and on behalf of the Subscriber, in favor of any resolution to be passed to approve the removal of such private company restrictions to the same extent and with the same powers as if the Subscriber were personally present at such meeting.

**Representations, Warranties and Covenants of the Subscriber**

3. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting hereunder) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation is relying thereon), both at the date hereof and at the Closing Time (as defined herein), but in all cases subject to the representations, warranties, covenants and undertakings provided by the Corporation to the Subscriber in the Framework Agreement entered into between the Corporation and the Subscriber of even date (the "Framework Agreement") (and other applicable agreements of even date to which the Corporation and Subscriber are a party) (collectively with the Framework Agreement the "Additional Agreements"), which form an integral part of this Agreement and upon which the Subscriber is relying, that:

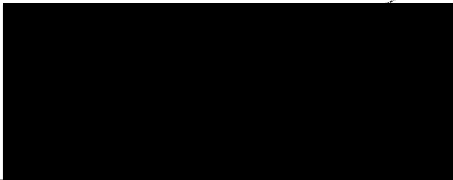
- (a) it has been independently advised as to restrictions with respect to trading in the Offered Securities imposed by applicable securities legislation in the jurisdiction in which it resides; it confirms that no representation has been made to it by or on behalf of the Corporation with respect to such restrictions; it acknowledges that it is aware of the characteristics of the Offered Securities, the risks relating to an investment therein and of the fact that the Corporation is not a "reporting issuer", or the equivalent thereof, in any jurisdiction and, accordingly, the Offered Securities are subject to an indefinite restriction on sale (i.e. "hold period") and the applicable hold period under applicable securities laws will not commence until the Corporation becomes a "reporting issuer" in the applicable jurisdictions,

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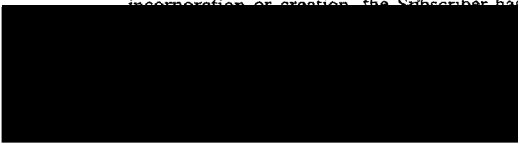
which it has no obligation to become, and that there is no market for the Offered Securities and, as a result, it may not be able to resell the Offered Securities except in accordance with limited exemptions under applicable securities legislation and regulatory policy until expiry of the applicable hold period and compliance with the other requirements of applicable law and it agrees that any certificates representing the Offered Securities shall bear a legend required by applicable securities laws indicating that the resale of such securities is restricted. The Subscriber further acknowledges that it should consult its own legal counsel in its jurisdiction of residence or to which it is otherwise subject for full particulars of applicable resale restrictions; and


- (b) RESERVED; and
- (c) the Subscriber has not become aware of nor has it purchased the Offered Securities as a result of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the Corporation or the distribution of the Offered Securities; and
- (d) the Subscriber is purchasing the Units as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Offered Securities; and
- (e) the Subscriber is a resident of or otherwise subject to applicable securities laws of a jurisdiction other than a Province of Canada or the United States and:
  - (i) the Subscriber is resident in the jurisdiction set out as the "Subscriber's Address" on the face page of the Subscription Agreement (the "International Jurisdiction") and the Subscriber certifies that it is not resident in or otherwise subject to applicable securities laws of any Province of Canada or the United States;
  - (ii) the Subscriber has been independently advised as to, the applicable securities laws of the International Jurisdiction and which would apply to the acquisition of the Units;
  - (iii) the Subscriber is purchasing the Units pursuant to exemptions from prospectus or registration requirements or equivalent requirements under applicable securities laws of the International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions;
  - (iv) the delivery of this Subscription Agreement, the acceptance hereof by the Corporation and the issuance of the Units to the Subscriber complies with the requirements of all applicable securities laws in the International Jurisdiction and the applicable securities laws of the International Jurisdiction do not require the Corporation 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 issue and sale or resale of the Subscriber's Units;
  - (v) RESERVED;
  - (vi) the Subscriber has initialed in Exhibit "I" indicating that the Subscriber satisfies one of the categories of "accredited investor" set forth in such definition; and
- (f) the Subscriber (and any beneficial purchaser for whom the Subscriber is acting) acknowledges that:
  - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Offered Securities; and
  - (ii) there is no government or other insurance covering the Offered Securities; and
  - (iii) RESERVED; and
  - (iv) there are risks associated with the purchase of the Units, which securities are a speculative investment that involves a high degree of risk of loss of the Subscriber's entire investment; and

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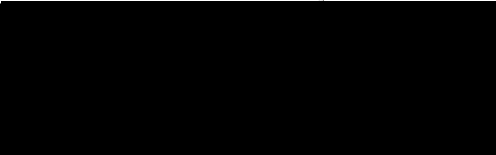
- (v) there are restrictions on the Subscriber's ability to resell the Offered Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Offered Securities; and
- (vi) the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development. There is no assurance that such financings will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on existing shareholders, including the Subscriber. If such future financings are not available, the Corporation may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture. Without limitation, the Subscriber acknowledges that certain directors, officers, employees, consultants and other founding shareholders of the Corporation have been, and may be from time to time be, issued options, warrants and/or other securities entitling the holders thereof, as part of the employee share option plan to be agreed by the Board; and
- (vii) the Subscriber is capable of assessing the proposed investment as a result of the Subscriber's financial experience or as a result of advice received from a registered person other than the Corporation or any affiliates thereof; and
- (viii) the Subscriber acknowledges and agrees that if any of the Offered Securities subscribed for are required, pursuant to applicable securities laws or the rules of any stock exchange on which the Offered Securities may be listed, to be placed in escrow or otherwise dealt with in order to obtain the listing of the Offered Securities on such exchange, the Subscriber will enter into such escrow and other agreements as may be required in connection therewith in respect of the Units subscribed for hereunder; and
- (ix) RESERVED; and
- (x) the Offered Securities shall not be resold until after the expiry of the applicable "hold" or "restricted" period attaching to such securities under applicable securities laws unless sold pursuant to an exemption under all applicable securities laws, and the certificates evidencing the Offered Securities which the Subscriber shall receive will bear a legend referring to such restrictions on resale and neither the Corporation nor any transfer agent of the Corporation will register any transfers of such Offered Securities not made in compliance with such restrictions on resale; and
- (g) the Subscriber is aware that the Offered Securities have not been and will not be registered under the *United States Securities Act of 1933*, as amended ("*U.S. Securities Act*") or the securities laws of any state of the United States and that the Offered Securities may not be offered or sold, directly or indirectly, in the United States without registration under the *U.S. Securities Act* (or compliance with requirements of an exemption from registration or in a transaction that is not subject to the *U.S. Securities Act* or the securities laws of any state of the United States) and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the *U.S. Securities Act* in respect of the Units; and
- (h) the Units have not been offered to the Subscriber in the United States, and the individual making the order to purchase the Units and executing and delivering this Subscription Agreement on behalf of the Subscriber was not in the United States when the order was placed and this Subscription Agreement was executed and delivered; and
- (i) the Subscriber is not a U.S. Person (as defined in Regulation S under the *U.S. Securities Act*, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Units on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and
- (j) the Subscriber undertakes and agrees that it will not offer or sell the Offered Securities in the United States unless such securities are registered under the *U.S. Securities Act* and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available or in a transaction that is not subject to the *U.S. Securities Act* or the securities laws of any state of the United States; and
- (k) the Subscriber has been duly incorporated or created, it is valid and subsisting under the laws of its jurisdiction of incorporation or creation, the Subscriber has the legal capacity to enter into and be bound by this Subscription


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Agreement and all necessary approvals of directors, shareholders or otherwise in respect of its entering into this Subscription Agreement have been given and obtained; and

- (l) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (m) the Subscriber has such knowledge of financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investment or, where the Subscriber is not purchasing as principal, each beneficial purchaser is able to bear the economic risk of loss of its investment; and
- (n) RESERVED; and
- (o) except for the representations and warranties expressly set out herein and in the Additional Agreements, the Subscriber has not relied upon any verbal or written representations as to fact or otherwise made by or on behalf of the Corporation and the Subscriber acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber and the Subscriber is solely responsible for obtaining such legal, tax and financial advice as it considers necessary or appropriate in connection with the execution, delivery and performance of this Subscription Agreement and completion of the transactions contemplated hereby, and the Corporation bears no responsibility for any such matters; and
- (p) the Subscriber understands, acknowledges and is aware that the Units are being offered for sale only on a "private placement" basis and that the sale and delivery of the Units is conditional upon such sale being exempt from the requirements under applicable securities legislation as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or delivering an offering memorandum and, as a consequence: (i) the Subscriber is restricted from using most of the civil remedies available under securities legislation; (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under securities legislation; and (iii) the Corporation is relieved from certain obligations that would otherwise apply under securities legislation; and
- (q) if required by applicable securities legislation, regulations, rules, instruments, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Offered Securities as may be reasonably required; and
- (r) RESERVED; and
- (s) RESERVED; and
- (t) RESERVED; and
- (u) the delivery of this Subscription Agreement, the acceptance hereof by the Corporation and the issuance of the Offered Securities to the Subscriber complies or will comply with all applicable laws of the Subscriber's jurisdiction of residence and domicile and will not cause the Corporation or any of its officers or directors to become subject to or require any disclosure, prospectus or other reporting requirement; and
- (v) RESERVED; and
- (w) the Subscriber acknowledges that the Subscriber or the Corporation may be required to provide the applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Offered Securities and notwithstanding that the Subscriber may be purchasing the Offered Securities as agent for a principal, it will provide, on request of the Corporation or its counsel, particulars as to the identity of such principal as may be reasonably required by the Corporation (in order to comply with the foregoing); and
- (x) RESERVED; and
- (y) the Subscriber has been independently advised as to, or acknowledges that it is aware of, the potential tax consequences to the Subscriber with respect to the acquisition of the Units, and confirms that no representation has been made to the Subscriber by, or on behalf of, the Corporation with respect thereto.

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Closing

4. The Subscriber agrees to deliver to the Corporation (Attention: Iris Bincovich) C/O Burnet, Duckworth & Palmer LLP, Suite 2400, 525 8 Avenue S.W. Calgary, AB, T2P 1G1 or by email to dsf@bdplaw.com: (a) this duly completed and executed Subscription Agreement; (b) such reports, undertakings and other documents as the Corporation may request; and (c) payment of the Aggregate Subscription Price by wire transfer or payment of the same amount in such other manner as is acceptable to the Corporation.

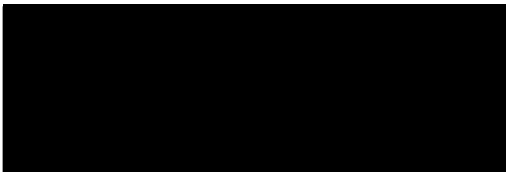
5. The sale of the Units pursuant to this Subscription Agreement will be completed at the offices of Burnet, Duckworth & Palmer LLP, the Corporation's counsel, in Calgary, Alberta at such times as the Corporation may determine (the "Closing Time"), provided that the closing shall not be prior to the date that is three (3) business days before the date of the listing of the Common Shares on the Canadian Securities Exchange (the "Closing Date") but under all circumstances after the Exchange (as defined in the Framework Agreement) and upon not less than five (5) business days' notice to the Subscriber.

6. The Corporation shall be entitled to rely on delivery of a facsimile or pdf copy of the executed Subscription Agreement, and acceptance by the Corporation of such facsimile or pdf copy shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. Notwithstanding the foregoing, the Subscriber shall, promptly upon request, deliver originally executed copies of the documents listed in paragraph 4 to the Corporation within seven (7) business days of the request. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. If less than a complete copy of this Subscription Agreement is delivered to the Corporation at the Closing Time, the Corporation shall be entitled to assume that the Subscriber accepts and agrees with all terms and conditions of this Subscription Agreement and that pages not delivered at the Closing Time have not been altered.

General

7. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein (including those contained in any Representation Letter) will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Offered Securities. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation and its counsel in determining the eligibility of a purchaser of Units and the Subscriber agrees to indemnify and hold harmless the Corporation and its affiliates, shareholders, directors, officers, partners, employees and agents (including their respective legal counsel), from and against all losses, claims, costs, expenses and damages or liabilities whatsoever which any of them may suffer or incur which are caused or arise from a breach thereof (subject to a maximum liability of the Aggregate Subscription Price). The Subscriber undertakes to immediately notify the Corporation at InnoCan Pharma Corporation, Attention: Iris Bincovich at irisb@innocanpharma.com of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

8. The Subscriber acknowledges that this Subscription Agreement and the Exhibits to this Subscription Agreement hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the offering of Units, which includes, without limitation, determining the Subscriber's eligibility to purchase the Units under applicable securities legislation, preparing and registering certificates representing Offered Securities to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by or on behalf of the Corporation to: (a) stock exchanges or securities regulatory authorities; (b) the Corporation's registrar and transfer agent; (c) Canada Revenue Agency; and (d) 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 Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described in paragraph 4 hereof as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. Notwithstanding anything to the contrary, neither the Subscriber nor the Corporation shall make any public announcement or disclosure ("Announcement") of any information related to this Agreement or concerning the identity of the Subscriber or its related parties without the prior written specific consent of the other party and, in the event that such Announcement is required pursuant to applicable law or a Stock Exchange, the Parties shall work together to agree the form and content of the Announcement prior to its release.



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9. Furthermore, the Subscriber is hereby notified that:
- (a) the Corporation may deliver to the applicable securities commission or regulatory authority certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the number of Units purchased by the Subscriber and the total purchase price paid for such Units, the prospectus exemption relied on by the Corporation and the date of distribution of the Units;
  - (b) such information is being collected indirectly by the applicable securities commission or regulatory authority under the authority granted to it in securities legislation;
  - (c) such information is being collected for the purposes of the administration and enforcement of the securities legislation of each of the provinces and territories of Canada; and
  - (d) the Subscriber may contact the following public official in each of the provinces and territories of Canada with respect to questions about the applicable securities commission or regulatory authority's indirect collection of such information at the applicable address and telephone number set forth in **Exhibit 1** attached hereto.
10. The Subscriber has authorized the indirect collection of the information by the provincial and territorial securities commissions as described above.

11. The Subscriber represents and warrants that the funds representing the Aggregate Subscription Price which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Subscriber's knowledge: (a) none of the subscription funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (b) the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith.

12. The Subscriber hereby irrevocably authorizes the Corporation: (a) to act as the Subscriber's representative at the closing and to execute in its name and on its behalf all closing receipts and documents required; (b) to complete or correct any errors or omissions in any form or document provided by the Subscriber; (c) to receive on the Subscriber's behalf certificates representing the Offered Securities purchased under this Subscription Agreement; (d) to approve any opinions, certificates or other documents addressed to the Subscriber; and (e) to waive, in whole or in part, any representations, warranties, covenants or conditions for the benefit of the Subscriber.

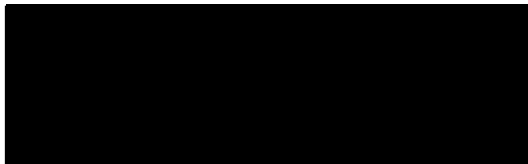
13. The Subscriber consents to the delivery by the Corporation to the Subscriber of documents by way of facsimile or e-mail and agrees that delivery of such documents by way of facsimile or e-mail shall constitute valid and effective delivery of such documents unless the Corporation receives actual notice that such electronic delivery failed. Unless the Corporation receives actual notice that the electronic delivery failed, the Corporation is entitled to assume that the facsimile or e-mail and the attached documents were actually received by the Subscriber and the Corporation will have no obligation to verify actual receipt of such electronic delivery by the Subscriber. In the event the Corporation receives notice that a facsimile or e-mail sent to the Subscriber was not received by the Subscriber, a paper copy of the relevant documents will be sent by regular mail. The documents and/or types of documents which are covered by this consent to electronic delivery include, but are not limited to, this Subscription Agreement, investor presentations, press releases, information circulars, notices, reports, financial statements, tax information, general correspondence and other documentation or information related to the Corporation and the business of the Corporation. At any time, the Subscriber may elect to receive paper copies of documents instead of or in addition to the electronic copies at no cost and the Subscriber may change the facsimile number or e-mail address to which documents are delivered. The Subscriber may make such changes by providing notice of the same in writing by fax, regular mail or e-mail to the Corporation. The Subscriber hereby expressly consents to receiving commercial electronic messages from the Corporation. The Subscriber may withdraw such consent at any time by notice in writing to the Corporation or by using the unsubscribe mechanism provided in such commercial electronic messages.

14. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber shall be borne by the Subscriber.

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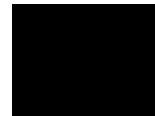
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15. Time shall be of the essence hereof.
16. The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.
17. This Subscription Agreement and the Additional Agreements represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
18. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and permitted assigns; provided that this Subscription Agreement shall not be assignable by any party without the prior written consent of the other party.
19. The Subscriber agrees that the subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.
20. Subject to paragraph 17, neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
21. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.
22. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof.
23. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
24. The parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. **Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention de souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.**



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**EXHIBIT 1**  
**Notice – Collection and Use of Personal Information**

Subscribers may contact the following public officials in each of the Provinces and Territories of Canada in respect of questions about the applicable securities commission or regulatory authority's indirect collection of personal information in each Province or Territory:

British Columbia Securities Commission – FOI Inquiries  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2 Telephone: (604) 899-6854  
Toll free across Canada: 1-800-373-6393 Facsimile: (604) 899-6581

Alberta Securities Commission – FOIP Coordinator  
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

Financial and Consumer Affairs Authority of Saskatchewan – Director  
Suite 601, 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H2 Telephone: (306) 787-5879  
Facsimile: (306) 787-5899

The Manitoba Securities Commission – Director  
500 – 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5 Telephone: (204) 945-2548  
Toll free in Manitoba 1-800-655-5244 Facsimile: (204) 945-0330

Ontario Securities Commission – Inquiries Officer  
22<sup>nd</sup> Floor, 20 Queen Street West  
Toronto, Ontario M5H 3S8 Telephone: (416) 593-8314  
Toll free in Canada: 1-877-785-1555 Facsimile: (416) 593-8122

Autorité des marchés financiers – Secrétaire générale  
800, Square Victoria, 22<sup>nd</sup> Floor, C.P. 246, Tour de la Bourse  
Montréal, Québec H4Z 1G3 Telephone: (514) 395-0337  
Toll free in Canada: 1-877-525-0337 Facsimile: (514) 873-6155 (For filing purposes only)  
Facsimile: (514) 864-6381 (For privacy requests only)

Financial and Consumer Services Commission (New Brunswick) –  
Chief Executive Officer and Privacy Officer  
85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2 Telephone: (506) 658-3060  
Toll free in Canada: 1-866-933-2222 Facsimile: (506) 658-3059

Government of Newfoundland and Labrador Financial Services Regulation Division – Superintendent of  
Securities  
P.O. Box 8700, Confederation Building, 2<sup>nd</sup> Floor, West Block, Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6 Telephone: (709) 729-4189  
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Nova Scotia Securities Commission – Executive Director  
P.O. Box 458, Duke Tower, Suite 400, 5251 Duke Street  
Halifax, Nova Scotia B3J 2P8 Telephone: (902) 424-7768  
Facsimile: (902) 424-4625

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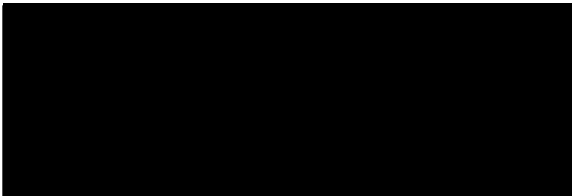
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Prince Edward Island Securities Office – Superintendent of Securities  
P.O. Box 2000, Shaw Building, 4<sup>th</sup> Floor, 95 Rochford Street  
Charlottetown, Prince Edward Island C1A 7N8 Telephone: (902) 368-4569  
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Government of Yukon Department of Community Services – Superintendent of Securities  
Office of the Superintendent of Securities, 307 Black Street, 1<sup>st</sup> Floor  
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Facsimile: (867) 393-6251

Government of the Northwest Territories Office of the Superintendent of Securities – Superintendent of Securities  
P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9 Telephone: (867) 767-9305  
Facsimile: (867) 873-0243

Government of Nunavut Department of Justice – Superintendent of Securities  
Legal Registries Division, P.O. Box 1000, Station 570, 1<sup>st</sup> Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0 Telephone: (867) 975-6590  
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