

SUBSCRIPTION PROCEDURES

The Subscriber (as defined herein) shall:

1. carefully review the Subscription Agreement (as defined herein);
2. obtain independent legal, financial and tax advice regarding the Subscription Agreement and the Subscriber's investment in the Purchased Securities (as defined herein);
3. submit a completed and executed copy of the Subscription Agreement;
4. if the Subscriber is a family member, close personal friend and/or close business associate of a director, executive officer, founder or control person of the Corporation, submit a completed and executed copy of the **Family Member, Close Personal Friend and/or Close Business Associate Questionnaire** in the form attached hereto as Schedule "B" (including Annex B-1 if the Subscriber is resident in Ontario, and Annex B-2 if the Subscriber is resident in Saskatchewan);
5. if the Subscriber is resident in or otherwise subject to the laws of any of the provinces or territories of Canada, submit a completed and executed copy of the **Canadian Accredited Investor Certificate** in the form attached hereto as Schedule "C" or, if you are an existing security holder of the Corporation (as defined herein) and are relying on the Existing Security Holder Exemption, complete the **Existing Security Holder Certificate** set out in Schedule "D";
6. if the Subscriber is resident outside of North America, submit a completed and executed copy of the **Declaration of Non-Canadian Beneficial Ownership** attached hereto as Schedule "E";
7. deliver the aggregate Subscription Price (as defined herein) payable by the Subscriber for the Purchased Securities to the Corporation at or before the Closing Time (as defined herein) on the Closing Date (as defined herein), by certified cheque or bank draft drawn on a Canadian chartered bank or trust company or a wire transfer (please see the wire instructions attached hereto as Schedule "F") in same day freely transferable Canadian dollars and payable in such manner as may be specified by the Corporation; and
8. provide and submit any other documents or information required by the Securities Laws (as defined herein) or otherwise that the Corporation may reasonably request.

A completed and executed copy of the Subscription Agreement, including all applicable schedules thereto, must be delivered by no later than 5:00 p.m. (Toronto time) on December 9, 2024.

**Ciscom Corp.
c/o Peterson McVicar LLP
110 Yonge Street, Suite 1601
Toronto, ON M5C 1T4**

**Attention: Zachary Wallace
Email: zwallace@petelaw.com**

CISCOM CORP.
SUBSCRIPTION AGREEMENT FOR UNITS
(Canadian and Offshore Subscribers)

TO: CISCOM CORP. (the “Corporation”)

The undersigned (the “**Subscriber**”) on its own behalf, and, if applicable, on behalf of the person for whom the undersigned is contracting hereunder as trustee or agent (a “**Beneficial Purchaser**”), hereby irrevocably subscribes for and agrees to purchase from CISCOM CORP. (the “**Corporation**”) that number of units of the Corporation (the “**Units**”) set out below at a price of \$0.08 per Unit. Each Unit shall consist of one common share in the capital of the Corporation (a “**Common Share**”) and one Common Share purchase warrant (a “**Warrant**”). Each Warrant shall entitle the holder thereof to acquire common share (a “**Warrant Share**”) at a price of \$0.15 until 5:00 p.m. (Toronto time) on the date which is twenty-four (24) months following the Closing Date (as defined herein), whereupon the Warrants expire. The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Units”, including without limitation the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Corporation may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

(Name of Subscriber)
Account Reference (if applicable): _____
By: _____
Authorized Signature

(Official Capacity or Title – if the Subscriber is not an individual)

(Name of individual whose signature appears above if different than the name of the subscriber printed above.)

(Subscriber’s Residential Address, including Municipality and Province)

(Telephone Number) (Email Address)

Number of Units: _____ x \$0.08
= Aggregate Subscription Price: _____
(the “Subscription Price”)

<p>If the Subscriber is signing as agent for a Beneficial Purchaser and is not purchasing as trustee or agent for accounts fully managed by it, complete the following:</p> <p>_____</p> <p>(Name of Beneficial Purchaser)</p> <p>_____</p> <p>(Beneficial Purchaser’s Residential Address)</p> <p>_____</p>

<u>Registration Instructions:</u>

(Name)

(Account Reference, if applicable)

(Address, including Postal Code)

<u>Delivery Instructions:</u>

(Name)

(Account Reference, if applicable)

(Address)

(Contact Name) (Telephone Number)

Number and kind of securities of the Corporation directly or indirectly owned, controlled, or directed, <u>(if none, write “nil”)</u> :

<p>1. State whether Subscriber is a Related Person of the Corporation: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>State whether Subscriber is a registered investment dealer: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><u>If you have ticked ‘YES’ to Statement 1. above,</u> please describe the relationship of the Subscriber to the Corporation:</p> <p>_____</p>
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TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS

ARTICLE 1 INTERPRETATION

1.1 Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

“**Beneficial Purchaser**” has the meaning given to such term on the face page of this Subscription Agreement;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto are not open for business;

“**Closing**” has the meaning given to such term in Section 4.1;

“**Closing Date**” has the meaning given to such term in Section 4.1;

“**Closing Time**” has the meaning given to such term in Section 4.1;

“**Common Shares**” has the meaning given to such term on the face page of this Subscription Agreement;

“**Core Documents**” shall have the meaning ascribed to such term in Section 146A of the *Securities Act* (Nova Scotia), Section 140.1 of the *Securities Act* (British Columbia) Section 17.01 of the *Securities Act* (Alberta), Section 138.1 of the *Securities Act* (Ontario), Section 174 of the *Securities Act* (Manitoba), Section 225.3 of the *Securities Act* (Québec), Section 161.1 of the *Securities Act* (New Brunswick), Section 122 of the *Securities Act* (Prince Edward Island), Section 122 of the *Securities Act* (Yukon), Section 122 of the *Securities Act* (Northwest Territories), Section 122 of the *Securities Act* (Nunavut), or Section 136.01 of the *Securities Act* (Saskatchewan), as applicable.

“**Corporation**” means Ciscom Corp. and includes any successor corporation to or of the Corporation;

“**Control Person**” has the meaning ascribed thereto in subsection 1(1) of the *Securities Act* (Ontario);

“**CSE**” means the Canadian Securities Exchange;

“**Designated Provinces**” means each of the provinces and territories of Canada in which the Subscriber is a resident, except for Newfoundland and Labrador.

“**Documents**” shall have the meaning ascribed to such term in Section 146A of the *Securities Act* (Nova Scotia), Section 140.1 of the *Securities Act* (British Columbia) Section 17.01 of the *Securities Act* (Alberta), Section 138.1 of the *Securities Act* (Ontario), Section 174 of the *Securities Act* (Manitoba), Section 225.3 of the *Securities Act* (Québec), Section 161.1 of the *Securities Act* (New Brunswick), Section 122 of the *Securities Act* (Prince Edward Island), Section 122 of the *Securities Act* (Yukon), Section 122 of the *Securities Act* (Northwest Territories), Section 122 of the *Securities Act* (Nunavut), or Section 136.01 of the *Securities Act* (Saskatchewan), as applicable.

“**DRS Statement**” means a Direct Registration Statement evidencing securities held by a securityholder of the Corporation on the electronic register maintained by the transfer agent of the Corporation, TSX Trust Company.

“**Existing Security Holder Exemption**” shall have the meaning ascribed to such term in Schedule “D”;

“**Offering**” means the offering of Units pursuant to this Subscription Agreement;

“**Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act.

“**PCMLTFA**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

“**person**” means any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“**Promoter**” has the meaning ascribed thereto in subsection 1(1) of the *Securities Act (Ontario)*;

“**Purchased Securities**” means the Units subscribed for and purchased by the Subscriber pursuant to this Subscription Agreement;

“**Record Date**” means November 8, 2024;

“**Related Person**” means a person, other than a person that is solely a bona fide lender, that is any of the following:

- (a) a Control Person of the Corporation;
- (b) a person of which a Control Person thereof is a Control Person;
- (c) a person of which the Corporation is a Control Person;
- (d) a person that has (i) beneficial ownership of, or control or direction over, directly or indirectly, or (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of the Corporation carrying more than 10% of the voting rights attached to all the Corporation’s outstanding voting securities;
- (e) a director or senior officer of (i) the Corporation or (ii) a person described in any other paragraph of this definition;
- (f) a person that manages or directs, to any substantial degree, the affairs or operations of the Corporation under an agreement, arrangement or understanding between the person and the Corporation, including the general partner of a Corporation that is a limited partnership, but excluding a person acting under bankruptcy or insolvency law;
- (g) a person of which persons described in any paragraph of this definition beneficially own, in the aggregate, more than 50 per cent of the securities of any outstanding class of securities;
- (h) an affiliated entity of any person described in any other paragraph of this definition;
- (i) a Promoter of the Corporation, or, where the Promoter is not an individual, an officer, director or Control Person of the Promoter;
- (j) if the Corporation is an investment fund, a “related party” to the investment fund determined with reference to section 2.5(1) of National Instrument 81-106F1 – *Contents of Annual and Interim Management Report of Fund Performance*; or

(k) such other Person as may be designated from time to time by the CSE.

“**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada, the applicable policy statements issued by the securities regulators in each of the provinces and territories of Canada, and the rules of the CSE;

“**Subscriber**” has the meaning given to such term on the face page of this Subscription Agreement;

“**Subscription Agreement**” means this subscription agreement (including any schedules hereto) and any instrument amending this Subscription Agreement; “**hereof**”, “**hereto**”, “**hereunder**”, “**herein**” and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression “**Article**” or “**Section**” followed by a number means and refers to the specified Article or Section of this Subscription Agreement;

“**Subscription Price**” has the meaning given to such term on the face page of this Subscription Agreement;

“**Term Sheet**” means the term sheet delivered to potential purchasers of Units, a copy of which is attached as Schedule “A” hereto;

“**Unit**” has the meaning given to such term on the face page of this Subscription Agreement;

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“**U.S. Person**” has the meaning given to such term in Rule 902(k) of Regulation S under the U.S. Securities Act;

“**U.S. Securities Act**” means the *United States Securities Act of 1933*, as amended;

“**Warrant**” has the meaning given to such term on the face page of this Subscription Agreement; and

“**Warrant Share**” has the meaning given to such term on the face page of this Subscription Agreement.

1.2 Gender and Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

1.3 Currency

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol “\$”, are expressed in Canadian dollars.

1.4 Subdivisions, Headings and Table of Contents

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2
SCHEDULES

2.1 Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule "A"	Term Sheet
Schedule "B"	Family Member, Close Personal Friend and/or Close Business Associate Questionnaire
Schedule "C"	Canadian Accredited Investor Certificate
Schedule "D"	Existing Security Holder Certificate
Schedule "E"	Declaration of Non-Canadian Beneficial Ownership
Schedule "F"	Wire Instructions

2.2 Existing Security Holder Exemption

If you are an existing security holder of the Corporation and are relying on the Existing Security Holder Exemption, complete the Existing Security Holder Certificate set out in Schedule "D".

ARTICLE 3
SUBSCRIPTION AND DESCRIPTION OF UNITS

3.1 Subscription for the Units

The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Units from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Price which is payable as described in Article 4 hereto.

3.2 Description of Units

Each Unit shall consist of one Common Share and one Warrant. Each Warrant shall entitle the holder thereof to acquire one Warrant Share at a price of CDN\$0.15 per Warrant Share until 5:00 p.m. (Toronto time) on the date which is twenty-four (24) months following the Closing Date, whereupon the Warrants expire.

3.3 Acceptance and Rejection of Subscription by the Corporation

The Subscriber acknowledges and agrees that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Units, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Corporation representing the Subscription Price will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Price for that portion of the subscription for the Units which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

ARTICLE 4
CLOSING

4.1 **Closing**

Delivery and sale of the Units and payment of the Subscription Amount will be completed (the “**Closing**”) at the offices of the Corporation’s counsel, Peterson McVicar LLP, 110 Yonge Street, Suite 1601, Toronto, Ontario, M5C 1T4 at 10:00 a.m. (Toronto Time) (the “**Closing Time**”) in one or more closings on or about December 12, 2024, or such other date or time as the Corporation may decide (the “**Closing Date**”). If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement have been complied with, against delivery of the Subscription Agreements and payment as prescribed therein, the Corporation shall deliver DRS Statements and/or certificates representing the Units and such other documentation as may be required pursuant to the Subscription Agreement.

If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than delivery by the Corporation to the Subscriber of DRS Statements and/or certificates representing the Common Shares and Warrants) have not been complied with to the satisfaction of the Subscriber, the Corporation and the Subscriber will have no further obligations under this Subscription Agreement.

4.2 **Conditions of Closing**

The Offering is conditional upon, among other things, the CSE not objecting to the closing of the Offering.

The Subscriber acknowledges and agrees that the obligations of the Corporation hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

- (a) payment by the Subscriber of the Subscription Amount by wire pursuant to Schedule “F”, certified cheque or bank draft in Canadian dollars payable to “Peterson McVicar LLP, in trust”, or as the Corporation and the Subscriber may otherwise agree;
- (b) the Subscriber having properly completed, signed and delivered this Subscription Agreement to:

Peterson McVicar LLP
110 Yonge Street, Suite 1601
Toronto, Ontario
M5C 1T4

Attention: Zachary Wallace
E-mail: zwallace@petelaw.com

- (c) the Subscriber having properly completed, signed and delivered one of Schedules “B” through “E”.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

5.1 Representations, Warranties and Covenants of the Corporation

The Corporation hereby represents and warrants to, and covenants with the Subscriber as follows and acknowledges that the Subscriber is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) The Corporation is a corporation duly incorporated and organized under the laws of the Province of Ontario and is presently in good standing thereunder with full corporate power to own its properties and carry on its business as now being conducted.
- (b) The Corporation has full power and authority to enter into this agreement and perform the same and do all other acts which may be necessary to consummate the transaction contemplated hereby.
- (c) The Common Shares and Warrants being sold to the Subscriber in accordance with the provisions hereof will have been duly allotted and reserved for issuance and upon issuance and delivery, will be validly issued and outstanding as fully paid and non-assessable securities.
- (d) The authorization, execution, delivery and performance by the Corporation of the Subscription Agreements, the issue and sale of the Common Shares and the Warrants, and the issuance of the Warrant Shares upon exercise of the Warrants, do not and will not conflict with and do not and will not result in a breach of any of the terms, conditions or provisions of its constating documents or any agreement or instrument to which the Corporation is a party.
- (e) The latest financial statements as filed on www.sedarplus.ca accurately reflect the financial position of the Corporation as at the date thereof and no material changes in such position have taken place since the date thereof, save in the ordinary course of the Corporation's business or as publicly announced.
- (f) The Corporation has complied fully with requirements of the securities laws in the jurisdiction in which the Units will be distributed and the Act pursuant to which it was incorporated and its regulations.
- (g) The Corporation is a reporting issuer in good standing in the Provinces of Ontario and British Columbia and has received all necessary regulatory approvals for the transactions contemplated hereby.
- (h) the Corporation has not taken any action which would reasonably be expected to result in the delisting or suspension of trading of its Common Shares on the CSE and the Corporation, to the extent of its knowledge, is currently in material compliance with the rules and regulations of the CSE;
- (i) This Subscription Agreement has been duly executed and delivered by the Corporation and is a valid agreement enforceable in accordance with its terms.
- (j) The Units are not being sold by the Corporation to the Subscriber with knowledge of any material fact about the Corporation that has not been generally disclosed.

5.2 Existing Security Holder Exemption: Additional Representations and Warranties of the Corporation

Pursuant to the Existing Security Holder Exemption, the Corporation represents and warrants the following, as at the date given above and at the Closing:

- (a) the Corporation is a reporting issuer in at least one jurisdiction of Canada;
- (b) the Corporation is not an investment fund;
- (c) the Corporation's Common Shares are listed for trading on the CSE;
- (d) the Corporation has filed in each jurisdiction of Canada in which it is a "reporting issuer", as such term is defined by applicable securities laws, all periodic and timely disclosure documents required to have been filed by it in such jurisdiction as and when required by applicable securities laws or any order or undertaking issued by or to any of the securities commissions of such jurisdictions;
- (e) the Corporation has issued and filed an offering news release announcing the Corporation's intention to conduct a distribution under the Existing Security Holder Exemption and describing such distribution in reasonable detail;
- (f) the distribution contemplated by this Subscription Agreement is of Units, and the Common Shares comprising such Units will be, on their issuance, securities listed on the CSE;
- (g) the Corporation is making the Offering available to all persons who represented that they, as of the Record Date, held a Common Share of the Corporation;
- (h) each of the Corporation's **Documents** and **Core Documents**, as the case may be depending upon the jurisdiction in which the Subscriber purchasing the securities is resident, does not contain a misrepresentation; and
- (i) there is no material fact or material change related to the Corporation which has not been generally disclosed.

The representations and warranties contained in this section will survive the Closing.

ARTICLE 6
ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES
OF THE SUBSCRIBER

6.1 Representations, Warranties and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder, hereby represents and warrants to, and covenants with, the Corporation as follows and acknowledges that the Corporation is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) The Subscriber and each Beneficial Purchaser, if any, is resident in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not used solely for the purpose of acquiring the Purchased Securities and the Subscriber and any Beneficial Purchaser was solicited to purchase in such jurisdiction.

- (b) The Subscriber has the legal capacity and competence to execute this agreement and to take all actions required pursuant hereto and all necessary approvals by directors, shareholders and members of the Subscriber, or otherwise, have been given to authorize it to execute and deliver this agreement and to take all actions required pursuant hereto.
- (c) The Subscriber has properly completed, executed and delivered within applicable time periods to the Corporation the applicable certificate(s) and/or form(s) (dated as of the date hereof) set forth in Schedules “B” through “E” and the information contained therein is true and correct.
- (d) The representations, warranties and covenants contained in the applicable Schedules will be true and correct both as of the date of execution of this Subscription Agreement and as of the Closing Time.
- (e) The Subscriber or any person for whom it is acting is neither a U.S. Person nor subscribing for the Units for the account of a U.S. Person or for resale in the United States and the Subscriber confirms that the Units have not been offered to the Subscriber in the United States and that this Subscription Agreement has not been signed in the United States.
- (f) Neither the Subscriber nor any person for whom it is acting will offer, sell or otherwise dispose of the Common Shares, Warrants, or Warrant Shares in the United States or to a U.S. Person unless the Corporation has consented to such offer, sale, or disposition, and such offer, sale, or disposition is made in accordance with an exemption from the registration requirements under the U.S. Securities Act and the securities laws of all applicable states of the United States or in accordance with the registration and prospectus delivery requirements of the U.S. Securities Act.
- (g) None of the funds being used to purchase the Purchased Securities are, to the Subscriber’s knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Purchased Securities which will be advanced, directly or indirectly, by or on behalf of the Subscriber to the Corporation or to the account of 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”) (or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the “Patriot Act”) or any other legislation of a similar nature of an international jurisdiction) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber’s (including each Disclosed Principal’s) name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA or the Patriot Act. To the best of the Subscriber’s knowledge, none of the funds to be provided by the Subscriber (or, for certainty the disclosed principal, if any) (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations cease to be true, and shall promptly provide the Corporation with all necessary information in connection therewith.
- (h) If the Subscriber, or any Beneficial Purchaser is not a person resident in Canada, the subscription for the Purchased Securities by the Subscriber or such Beneficial Purchaser does not contravene any of the applicable securities legislation in the jurisdiction in which the Subscriber or such beneficial purchaser resides and does not give rise to any obligation

of the Corporation to prepare and file a prospectus or similar document or to register the Units or to be registered with or to file any report or notice with any governmental or regulatory authority.

- (i) The Subscriber confirms that the Units have not been offered to the Subscriber or any beneficial purchaser for whom it is acting in the United States and that this Subscription Agreement has not been signed in the United States.
- (j) The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Purchased Securities and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.
- (k) In the case of a subscription for the Purchased Securities by a Subscriber acting as principal, this Subscription Agreement (and all other documentation in connection with such subscription) has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of the Subscriber, enforceable in accordance with its terms against the Subscriber.
- (l) In the case of a subscription for the Purchased Securities by a Subscriber acting as trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of each client or Beneficial Purchaser, each of whom is subscribing as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of the Common Shares, Warrants, and Warrant Shares, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, such principal, and the Subscriber acknowledges that the Corporation may be required by law to disclose the identity of each Beneficial Purchaser.
- (m) If the Subscriber is:
 - (i) a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Purchased Securities as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;or

- (iii) an individual, the Subscriber is of the full age of majority and is legally competent to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.
- (n) The Subscriber is not, with respect to the Corporation or any of its affiliates, a Control Person.
- (o) If required by applicable Securities Laws or the Corporation, the Subscriber will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Common Shares, Warrants or Warrant Shares as may be required by any securities commission, stock exchange or other regulatory authority.
- (p) The Subscriber covenants and agrees to comply with applicable securities legislation in Canada, and any other relevant securities legislation, rules, regulations, orders, or policies concerning the purchase, holding of, and resale of the Purchased Securities.
- (q) The Subscriber has been advised to consult its own legal advisors with respect to the execution, delivery and performance by it of the Subscription Agreement and as to the restrictions with respect to trading in the Purchased Securities, and the Common Shares, Warrants and Warrant Shares comprising or resulting from the same, imposed by applicable securities legislation in the jurisdiction in which it resides and confirms that no representation has been made to it by or on behalf of the Issuer with respect thereto. The Subscriber understands that he, she or it will not be able to resell the Purchased Securities until expiry of the applicable hold period under applicable Securities Laws except in accordance with limited exemptions and compliance with other requirements of applicable law, and the Subscriber (and not the Corporation) is solely responsible for compliance with applicable resale restrictions or hold periods and will comply with all relevant Securities Laws in connection with any resale of the Purchased Securities or and the Common Shares, Warrants and Warrant Shares comprising or resulting from the same.
- (r) The Subscriber has not received or been provided with a prospectus, offering memorandum, within the meaning of the Securities Laws, or any sales or advertising literature in connection with the Offering and the Subscriber's decision to subscribe for the Purchased Securities was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation. The Subscriber's decision to subscribe for the Purchased Securities was based solely upon the Term Sheet attached hereto as Schedule "A" and information about the Corporation which is publicly available, and not upon any other document or verbal or written representation as to any fact or otherwise made by or on behalf of the Corporation or any employee, agent or affiliate thereof or any other person associated therewith. The Corporation's counsel, Peterson McVicar LLP, do not assume any responsibility or liability of any nature whatsoever for the accuracy or adequacy of the information upon which the Subscriber's investment decision has been made. The Corporation's counsel, Peterson McVicar LLP, are entitled to the benefit of this subsection.
- (s) The Subscriber is aware that (A) the Corporation may complete additional financings in the future in order to develop the Corporation's business and to fund its ongoing development; (B) there is no assurance that such financings will be available and, if available, on reasonable terms; (C) any such future financings may have a dilutive effect on the Corporation's securityholders, including the Subscriber; and (D) if such future financings are not available, the Corporation may be unable to fund its on-going

development and the lack of capital resources may result in the failure of the Corporation's business.

- (t) The Subscriber acknowledges that the Corporation's legal counsel are acting solely as counsel to the Corporation and not as counsel to the Subscriber.
- (u) The Subscriber is not purchasing the Purchased Securities with knowledge of material information concerning the Corporation which has not been generally disclosed.
- (v) No person has made any written or oral representations:
 - (i) that any person will resell or repurchase the Common Shares, the Warrants or the Warrant Shares;
 - (ii) that any person will refund the Subscription Price; or
 - (iii) as to the future price or value of the Common Shares, the Warrants or the Warrant Shares.
- (w) The subscription for the Purchased Securities has not been made through or as a result of, and the distribution of the Common Shares and Warrants is not being accompanied by, any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation.
- (x) The Subscriber shall promptly provide evidence of the foregoing representations, warranties and covenants at any time or times as the Corporation reasonably requires.

6.2 Existing Security Holder Exemption: Additional Representations and Warranties of the Subscriber

If the Subscriber is relying on the Existing Security Holder Exemption the Subscriber is resident in one of the Designated Provinces and is purchasing the Units pursuant to the Existing Security Holder Exemption of such Designated Province in which the Subscriber is resident, evidenced by the address of the Subscriber provided on the first page of this Subscription Agreement, and represents, warrants and covenants to and with the Corporation pursuant to the Existing Security Holder Exemption that, as at the date given above and at the Closing:

- (a) the Subscriber is resident in the Designated Provinces provided by the Subscriber on the face page of this Subscription Agreement;
- (b) the Subscriber is purchasing the Units as principal and for its own account, and not for the account of any third person;
- (c) on or before the Record Date, the Subscriber acquired at least one Common Share of the Corporation and the Subscriber continues to hold at least one Common Share of the Corporation as of the Closing Date, as indicated by the Subscriber on the Existing Security Holder Certificate attached as Schedule "D" to this Subscription Agreement;
- (d) one of the following applies, as indicated by the Subscriber on the Existing Security Holder Certificate attached as Schedule "D" to this Subscription Agreement:
 - (i) the Subscriber is a person that has obtained advice regarding the suitability of the investment being made under this Subscription Agreement and, if the Subscriber

is resident in a jurisdiction of Canada, that advice has been obtained from a person that is registered as an investment dealer in the jurisdiction; or

- (ii) the aggregate acquisition cost to the Subscriber for the Purchased Securities purchased under the Existing Security Holder Exemption, when combined with the acquisition cost to the Subscriber for the purchase of any other security from the Corporation under the Existing Security Holder Exemption in the last 12 months, does not exceed \$15,000 in aggregate; and
- (e) the Subscriber has not received any offering material in connection with the distribution under the Existing Security Holder Exemption, other than this Subscription Agreement.

6.3 Acknowledgments and Further Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder, acknowledges and agrees as follows:

- (a) THERE ARE RISKS ASSOCIATED WITH THE PURCHASE OF AND INVESTMENT IN THE UNITS AND THE SUBSCRIBER IS KNOWLEDGEABLE AND HAS SUBSTANTIAL EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS AND IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE UNITS AND PROTECTING THE PURCHASER'S OWN INTEREST, AND FULLY UNDERSTANDS THE RESTRICTIONS ON RESALE OF THE SECURITIES AND IS CAPABLE OF BEARING THE ECONOMIC RISK OF THE INVESTMENT;
- (b) The Subscriber is aware of the characteristics of the Purchased Securities, and the Common Shares, Warrants and Warrant Shares comprising or resulting from the same and the risks relating to an investment therein and agrees that the Subscriber is capable of bearing the total loss of such investment.
- (c) The Subscriber has received a copy of the Term Sheet setting out the principal terms of the Offering.
- (d) The aggregate gross proceeds of the Offering will be up to \$800,000, subject to the Company upsizing the Offering, which the Company may opt to do in its sole and absolute discretion.
- (e) No securities commission, agency, governmental authority, regulatory body, stock exchange or other regulatory body has reviewed or passed on the merits of the Common Shares, the Warrants or the Warrant Shares.
- (f) The Common Shares and Warrants will be, and the Warrant Shares may be, subject to statutory resale restrictions under the Securities Laws of the province in which the Subscriber resides and under other applicable securities laws, and the Subscriber covenants that it will not resell the Common Shares, Warrants or Warrant Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and Corporation not in any way responsible) for such compliance.
- (g) The Subscriber's ability to transfer the Common Shares, Warrants and Warrant Shares is limited by, among other things, applicable Securities Laws.

- (h) The certificates representing the Common Shares and Warrants will bear, as of the Closing Date, legends substantially in the following form and with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].”

- (i) In the event that holders of Warrants exercise the Warrants prior to the expiry of the hold periods applicable to the Warrants, the certificates representing the Warrant Shares will bear legends substantially in the following form and with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].”

- (j) The Subscriber and each Beneficial Purchaser shall execute, deliver, file and otherwise assist the Corporation and with filing all documentation required by the applicable Securities Laws to permit the subscription for the Purchased Securities and the issuance of the Common Shares, Warrants and Warrant Shares.

- (k) The Corporation is relying on the representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber’s eligibility to subscribe for the Purchased Securities under applicable Securities Laws and the Subscriber agrees to indemnify the Corporation, and each of its directors and officers against all losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of or arising from reliance thereon. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth in such applicable Schedules which takes place prior to the Closing Time.

- (l) the Subscriber acknowledges that as a result of the Purchased Securities being purchased pursuant to exemptions from the prospectus requirements contained in applicable Securities Laws:

- (i) the Subscriber is restricted from using most of the civil remedies available under applicable Securities Laws;
- (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable Securities Laws; and
- (iii) the Subscriber is relieved from certain obligations that would otherwise apply under applicable Securities Laws.

- (m) The Units are being offered pursuant to an exclusion from the registration requirements of the U.S. Securities Act pursuant to Regulation S promulgated thereunder. The Common Shares, Warrants, and Warrant Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to U.S. Persons unless registered under such act or an exemption from the registration requirements of such act is available.

- (n) The Subscriber acknowledges that the Warrants may not be exercised in the United States by or on behalf of a U.S. Person, unless the Common Shares, Warrants and Warrant Shares are registered under the U.S. Securities Act and applicable state securities law or unless the Corporation has consented to such offer, sale or distribution and such exercise is made in accordance with an exemption from the registration requirements under the U.S. Securities Act and the securities laws of all applicable states of the United States.
- (o) The Subscriber, and each Beneficial Purchaser, if any, is solely responsible (and the Corporation not in any way responsible) for obtaining such investment, legal, tax and other professional advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement.
- (p) There is no government or other insurance covering the Common Shares, Warrants, or the Warrant Shares.
- (q) The Subscriber has had an opportunity to ask questions of and receive answers from the Corporation, or a person or person acting on the Corporation's behalf, concerning the terms and conditions of an investment in the Units and the business and affairs of the Corporation, and all such questions have been answered to the full satisfaction of the Subscriber.

6.4 Reliance on Representations, Warranties, Covenants and Acknowledgements

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Corporation and in determining the Subscriber's eligibility (and, if applicable, the eligibility of others for whom the Subscriber is contracting hereunder) to purchase the Units under the Securities Laws. The Subscriber further agrees that by accepting the Purchased Securities, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time and that they shall survive the purchase by the Subscriber of the Purchased Securities and shall continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of any of the Common Shares, Warrants or Warrant Shares.

ARTICLE 7 – EXISTING SECURITY HOLDER EXEMPTION: CONTRACTUAL RIGHT OF ACTION

7.1 For Subscribers in the Designated Provinces Other than Alberta, Ontario and Québec

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in the Designated Provinces other than Alberta, Ontario and Québec, the Corporation grants to the Subscriber a contractual right of action against the Corporation for rescission or damages that:

- (a) is available to the Subscriber if a **Document** or **Core Document** contains a misrepresentation which is not corrected before the Subscriber acquires a Common Share under the Offering in reliance on the Existing Security Holder Exemption, without regard to whether or not the Subscriber relied on the misrepresentation;

- (b) is enforceable by the Subscriber delivering a notice to the Corporation:
 - (i) in the case of an action for rescission, within 180 days after the Subscriber signs the Subscription Agreement; or
 - (ii) in the case of an action for damages, before the earlier of:
 - A. 180 days after the Subscriber first has knowledge of the facts giving rise to the cause of action; or
 - B. three (3) years after the date the Subscriber signs this Subscription Agreement;
- (c) is subject to the defence that the Subscriber had knowledge of the misrepresentation;
- (d) is subject to limitations in the case of an action for damage, such that the amount recoverable
 - (i) may not exceed the price at which the Units were offered, and
 - (ii) shall not include all or any part of the damages that the Corporation proves does not represent the depreciation in value of the Units, Shares, Warrants or Warrant Shares resulting from the misrepresentation; and
- (e) is in addition to, and does not detract from, any other right of the Subscriber.

7.2 For Subscribers in Alberta

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in Alberta, Part 17.01 of the *Securities Act* (Alberta) may result in liability on the part of the Corporation for certain secondary market disclosure in connection with any security distributed by the Corporation to a Subscriber resident in Alberta under the Existing Security Holder Exemption. The Subscriber is advised, and acknowledges that it has been advised, to seek its own legal counsel concerning the Subscriber's rights pursuant to Part 17.01 of the *Securities Act* (Alberta), which may be in addition to any other rights the Subscriber has as a purchaser of Units under this Subscription Agreement.

7.3 For Subscribers in Ontario

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in Ontario, Part XXIII.1 of the *Securities Act* (Ontario) may result in liability on the part of the Corporation for certain secondary market disclosure in connection with any security distributed by the Corporation to a Subscriber resident in Ontario under the Existing Security Holder Exemption. The Subscriber is advised, and acknowledges that it has been advised, to seek its own legal counsel concerning the Subscriber's rights pursuant to Part XXIII.1 of the *Securities Act* (Ontario), which may be in addition to any other rights the Subscriber has as a purchaser of Units under this Subscription Agreement.

7.4 For Subscribers in Québec

If the Subscriber is relying on the Existing Security Holder Exemption and is resident in Québec, Division II of Chapter II of Title VIII of the *Securities Act* (Québec) may result in liability on the part of the Corporation for certain secondary market disclosure in connection with any security distributed by the Corporation to a Subscriber resident in Québec under the Existing Security Holder Exemption. The Subscriber is advised, and acknowledges that it has been advised, to seek its own legal counsel concerning the Subscriber's rights pursuant to Division II of Chapter II of Title VIII of the *Securities Act* (Québec), which may be in addition to any other rights the Subscriber has as a purchaser of Units under this Subscription Agreement.

ARTICLE 8
SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Survival of Representations, Warranties and Covenants of the Corporation

The representations, warranties and covenants of the Corporation contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Subscriber.

8.2 Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation with respect thereto, shall continue in full force and effect for the benefit of the Corporation.

ARTICLE 9
COLLECTION OF PERSONAL INFORMATION

9.1 Collection of Personal Information

The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact the Corporation is collecting the Subscriber's (and any Beneficial Purchaser's) personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any Beneficial Purchaser) acknowledges and consents to the Corporation retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any Beneficial Purchaser) further acknowledges and consents to the fact the Corporation may be required by applicable Securities Laws, stock exchange rules, the Canada Revenue Agency or other taxing authorities, and the Canadian Investment Regulatory Organization rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any Beneficial Purchaser). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all Beneficial Purchasers.

ARTICLE 10
GENERAL

10.1 **Further Assurances**

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

10.2 **Notices**

(a) Any notice, document or other communication required or permitted by this agreement to be given by a party hereto shall be in writing and is sufficiently given if delivered personally, or if sent by prepaid ordinary mail posted or if transmitted by any form of recorded telecommunication tested prior to transmission, to such party addressed to such party as follows:

(i) if to the Corporation, to:

Ciscom Corp.
c/o Peterson McVicar LLP
110 Yonge Street, Suite 1601
Toronto, Ontario M5C 1T4

Attention: Zachary Wallace
Email: zwallace@petelaw.com

(ii) in the case of notice to the Subscriber, to the Subscriber's residential address as set forth on the face page to this Subscription Agreement.

(b) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

(c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

10.3 **Time of the Essence**

Time shall in all respects be of the essence of this Agreement.

10.4 **Applicable Law**

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to

interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such province.

10.5 Entire Agreement

This Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

10.6 Costs and Expenses

All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

10.7 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered in original, digital or faxed form and the parties adopt any digital signature or signature received by a receiving fax machine as an original signature of such party.

10.8 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

10.9 Enurement

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

[The remainder of this page has been left intentionally blank. Signature page follows.]

The Corporation hereby accepts the subscription for Units as set forth on the face page of this Subscription Agreement on the terms and conditions contained in this Subscription Agreement (including all applicable schedules) this ____ day of _____, 2024.

CISCOM CORP.

Per: _____
Michel Pepin
President & CEO

SCHEDULE A

TERM SHEET

CISCO CORP.

NON-BROKERED PRIVATE PLACEMENT OF UNITS

[see attached]



Summary of Terms of Proposed Private Placement Offering (the “Offering”) by Ciscom Corp. (CSE CISC, OTCQB: CISCF)

This Term Sheet summarizes the principal terms of the offering of Units (as such term is defined below) by Ciscom Corp., a corporation incorporated under the Business Corporations Act of Ontario (the “Company”). No legally binding obligations will be created until definitive subscription agreements are executed and delivered by all parties. This Term Sheet is not a commitment to invest, and is conditioned on the completion of the conditions to closing set forth below. This Term Sheet shall be governed in all respects by the laws of the province of Ontario.

The Offering is not brokered.

Issuer:	Ciscom Corp., located in Toronto, Ontario and listed on the CSE with ticker symbol “CISC” and OTCQB with ticker symbol “CISCF”.
Business description:	Ciscom actively invests in, acquires, and manages market leading companies within the Information and Communication Technology (“ICT”) sector, targeting SMEs with proven profitability. This approach allows entrepreneurs to monetize their equity and continue contributing, enhancing shareholder value through acquisitions. As a leader in omni-media, particularly in data-driven marketing, Ciscom, through its subsidiaries, optimizes advertising spend across platforms, ensuring high ROI and customer engagement. Strategic ICT acquisitions bolster service offerings and shareholder value, marking Ciscom as an emergent force in the data driven and technology market.
Investor Qualification:	<ol style="list-style-type: none"> 1) <i>Existing Security Holder Exemption:</i> All existing shareholders of the Company as at November 8, 2024, who remain shareholders of the Company through to closing of the Offering and who are resident in any of the provinces or territories of Canada except Newfoundland and Labrador, may subscribe for up to \$15,000 (or a greater amount upon proof of suitability advice from a registered investment dealer) pursuant to the existing security holder exemption, regardless of whether such shareholders otherwise qualify as accredited investors. 2) <i>Accredited Investors Exemption:</i> Accredited investors, as defined in National Instrument 45-106 – <i>Prospectus Exemptions</i>, may subscribe under the Offering. 3) Other prospectus exemptions, including in other jurisdictions, as may be determined by the Corporation.
Subscription agreement:	A properly completed subscription agreement must be delivered to the Company’s counsel, Peterson McVicar LLP, 110 Yonge Street, Suite 1601, Toronto, ON, M5C 1T4, Attention: Zachary Wallace (zwallace@petelaw.com). The subscription agreement can be downloaded from the Company’s web site www.ciscomcorp.com
Subscription Amount:	Minimum of \$2,500.



Recent Share Price and Market Capitalization	The weighted average of the closing price of the last 30 trading days is \$0.086 as at November 8, 2024. The market capitalization of the Company is approximately \$5.0M CAD.
Securities Offered:	Up to 10,000,000 units (each, a “Unit”), consisting of one (1) common share (the “Common Shares”) and one common share purchase warrant (a “Warrant”). Each Warrant will enable the holder thereof to subscribe for one (1) Common Share at any time until the date that is 24 months from the Closing Date (the “Expiry Date”) at a price of \$0.15 per Common Share. Any Warrants not exercised prior to 5:00 p.m. (Toronto time) on the Expiry Date will be cancelled and be of no force or effect.
Issue Price:	\$0.08 per Unit.
Amount of Offering:	Up to CAD \$800,000. The Company is conducting this Offering on a ‘best efforts’ basis and is not setting any minimum subscription requirements. If the Offering is oversubscribed, the Company may, in its sole and absolute discretion, upsize the Offering. Should the Company upsize the Offering, it will publicly announce the same.
Resale Restrictions:	Securities issued under this Offering will be subject to the standard statutory hold period of four months and a day from the issuance date.
Use of proceeds:	Net proceeds from the Offering will be used to fund the Company’s merger and acquisition activity and to repay up to \$500,000 of the Company’s outstanding convertible debenture.
Closing Date:	On or about December 12, 2024, or such other date as the Company may decide.
Stock Exchange Listing	The Common Shares will be listed on the Canadian Securities Exchange. The Warrants will not be listed.
Finders’ Fees:	The Company may pay a finder’s fee to qualified finders in accordance with applicable regulatory and exchange requirements.
Governing Law:	All documents related to this Offering will be governed by the laws of Ontario and the federal laws of Canada applicable therein.
Approvals:	The Offering remains subject to the receipt of all applicable board and regulatory approvals.
Shareholder Rights Plan:	On March 4, 2024, the Company adopted a Shareholder Rights Plan with a 25% beneficial ownership trigger. The Company has not and will not be granting nor seeking shareholder approval for any exemption under the Shareholder Rights Plan.



Funds in trust:	Funds are to be wired to Peterson McVicar LLP, counsel to the Company, where they will be kept in trust until closing.
Existing Commitment:	Directors and management of the Company have committed to subscribe for an aggregate of 5,375,000 Units pursuant to the Offering, for an aggregate subscription price of \$430,000, or 53.75% of the Offering.

For more information, contact:

Michel Pepin
President, CEO and Director, Ciscom Corp.
mpepin@ciscomcorp.com
(416) 366 9727
@CiscomCorp

SCHEDULE “B”

**FAMILY MEMBER, CLOSE PERSONAL FRIEND AND/OR
CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE**

TO: Ciscom Corp. (the “Issuer”)

Name of director, executive officer, founder or control person of the Issuer or an affiliate of the Issuer with whom the Subscriber has a relationship: _____.

Details of Relationship (*please see definitions below and insert appropriate category*):

Length of Relationship:

Details of Prior Business Dealings:

For the purposes hereof:

“**Close personal friend**” means an individual who knows the director, executive officer, founder or control person of the Issuer well enough and has known him or her directly for a sufficient period of time to be in a position to assess his or her capabilities and trustworthiness, and to obtain information from him or her with respect to the investment. An individual is not a “close personal friend” solely because the individual is a (i) relative, (ii) a member of the same club, organization, association or religious group, (iii) a co-worker, colleague or associate at the same workplace, (iv) a client, customer, former client or former customer, or (v) a mere acquaintance of a director, executive officer, founder or control person of the Issuer, or is connected through some form of social media, such as FacebookTM, TwitterTM or LinkedInTM with a director, executive officer, founder or control person of the Issuer.

“**Family member**” means (i) a spouse, parent, grandparent, brother, sister, child, or grandchild of a director, executive officer, founder or control person of the Issuer or of an affiliate of the Issuer; or (ii) a parent, grandparent, brother, sister, child, or grandchild of the spouse of a director, executive officer, founder or control person of the Issuer or of an affiliate of the Issuer.

“**Close business associate**” means an individual who has had sufficient prior direct business dealings with a director, executive officer, founder or control person of the Issuer to be in a position to assess his or her capabilities and trustworthiness, and to obtain information from him or her with respect to the investment. An individual is not a “close business associate” solely because the individual is (i) a member of the same club, organization, association or religious group, (ii) a co-worker, colleague or associate at the same workplace, (iii) a client, customer, former client or former customer, or (iv) a mere acquaintance of a director, executive officer, founder or control person of the Issuer, or is connected through some form of social media, such as FacebookTM, TwitterTM or LinkedInTM with a director, executive officer, founder or control person of the Issuer.

The Subscriber understands that the Issuer and its counsel are relying on this information in determining to sell securities to the Subscriber in a manner exempt from the registration and prospectus requirements of applicable securities laws.

The Subscriber has executed this Questionnaire as of the _____ day of _____, 2024.

If a Corporation, Partnership or other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Name of Individual

Signature of Person Signing

Title of Person Signing

ANNEX B-1

Form 45-106F12
Ontario Risk Acknowledgement Form for Family, Friend and
Business Associate Investors

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Units	Issuer: Ciscom Corp.
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	
3. Family, friend or business associate status	
You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:	Your initials
<p>A) You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
<p>B) You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer:</p> <p>_____</p> <p>You are the _____ of that person or that person's spouse.</p> <p><i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	
<p>C) You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____</p> <p>You have known that person for _____ years.</p>	

D) You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.	
You have known that person for _____ years.	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE	
5. Contact person at the issuer or an affiliate of the issuer	
<i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]</i>	
By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i>	
<input type="checkbox"/> family relationship as set out in section 3B of this form	
<input type="checkbox"/> close personal friendship as set out in section 3C of this form	
<input type="checkbox"/> close business associate relationship as set out in section 3D of this form	
First and last name of contact person <i>[please print]</i> :	
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):	
Telephone:	Email:
Signature	Date:
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
Ciscom Corp. 20 Bay Street, Suite 1110 Toronto, ON M5J 2N8	
Attention: Michel Pepin Email: mpepin@ciscomcorp.com Website: www.ciscomcorp.com	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	
Signature of executive officer of the issuer (other than the purchaser):	Date:

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.

2. *The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*
3. *The purchaser, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.*
4. *The detailed relationship required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus and Registration Exemptions. For guidance on the meaning of "close personal friend" and "close business associate", please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus and Registration Exemptions.*

ANNEX B-2

Form 45-106F5

Risk Acknowledgment

Saskatchewan Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or **close** business associate of _____ [state name], who is a _____ [state title - founder, director, executive officer or control person] of Ciscom Corp. or an affiliate of Ciscom Corp.

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

WARNING

You are buying *Exempt Market Securities*

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You may not receive any written information about the issuer or its business.

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

You will not receive advice.

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

For more information on the *exempt market*, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE “C”

CANADIAN ACCREDITED INVESTOR CERTIFICATE

TO BE COMPLETED ONLY IF THE PURCHASER IS RESIDENT IN CANADA

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your investment advisor and/or legal advisor before completing this certificate.

In connection with the purchase by the undersigned Subscriber for the Purchased Securities, the Subscriber, on its own behalf and on behalf of each Beneficial Purchaser, hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company and its counsel are relying thereon) that:

- (a) the Subscriber, or each Beneficial Purchaser, is resident in or otherwise subject to the Securities Laws of one of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Newfoundland and Labrador, Nova Scotia, New Brunswick or Prince Edward Island, Québec or one of the territories of Yukon, Northwest Territories or Nunavut;
- (b) the Subscriber, or each Beneficial Purchaser, is purchasing the Purchased Securities as principal (as defined in Securities Laws) for its own account and not for the benefit of any other person;
- (c) the Subscriber, or each Beneficial Purchaser, is an “accredited investor” within the meaning of NI 45-106 on the basis that it qualifies in the category of “accredited investor” reproduced below beside which the Subscriber has indicated that it so qualifies; and
- (d) upon execution of this Schedule “C” by the Subscriber, this Schedule “C” shall be incorporated into and form a part of the Subscription Agreement.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

<input type="checkbox"/>	(a.) except in Ontario, a Canadian financial institution, or a Schedule III bank, (a.1) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the Securities Act (Ontario),
<input type="checkbox"/>	(b.) except in Ontario, the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada), (b.1) in Ontario, the Business Development Bank of Canada,
<input type="checkbox"/>	(c.) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary, (c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,

<p>_____</p> <p>_____</p>	<p>(d.) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,</p> <p>(d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,</p> <p>Jurisdiction(s) registered: _____ Categories of registration: _____</p>
<p>_____</p> <p>_____</p>	<p>(e.) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),</p> <p>(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 <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador),</p> <p>Name of person with whom Subscriber is or was registered:</p> <p>_____</p> <p>Jurisdiction(s) registered: _____ Categories of registration: _____</p>
<p>_____</p> <p>_____</p>	<p>(f.) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,</p> <p>(f.1) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,</p>
<p>_____</p>	<p>(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,</p>
<p>_____</p>	<p>(h.) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,</p>
<p>_____</p> <p>_____</p>	<p>(i.) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,</p> <p>(i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,</p> <p>Jurisdiction(s) registered: _____ Registration number(s): _____</p>
<p>_____</p> <p>_____</p>	<p>(j.) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000, [If this is your applicable category, you must also complete Form 45-106F9 attached as Annex C-1 to this Schedule "C"]</p> <p>(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,</p>
<p>_____</p>	<p>(k.) an individual 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, [If this is your applicable category, you must also complete Form 45-106F9 attached as Annex C-1 to this Schedule "C"]</p>

<p>_____</p>	<p>(l.) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, [If this is your applicable category, you must also complete Form 45-106F9 attached as Annex C-1 to this Schedule “C”]</p>
<p>_____</p>	<p>(m.) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,</p> <p>Type of entity: _____ Jurisdiction and date of formation: _____</p>
<p>_____</p>	<p>(n.) an investment fund that distributes or has distributed its securities only to:</p> <p>(i) a person that is or was an accredited investor at the time of the distribution,</p> <p>(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or</p> <p>(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],</p>
<p>_____</p>	<p>(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>
<p>_____</p>	<p>(p.) a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (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,</p> <p>Jurisdiction(s) registered: _____ Registration number(s): _____</p>
<p>_____</p>	<p>(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,</p> <p>Jurisdiction(s) registered or authorized: _____</p> <p>Categories of registration: _____</p>
<p>_____</p>	<p>(r.) a registered charity under the <i>Income Tax Act</i> (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,</p> <p>Registration number(s) assigned to subscriber: _____</p> <p>Name of eligibility advisor or registered advisor: _____</p> <p>Jurisdiction(s) registered: _____</p> <p>Categories of registration: _____</p>

_____	<p>(s.) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,</p> <p>Jurisdiction organized: _____ Type of entity _____</p>
_____	<p>(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 [If this is your applicable category, each owner of interest must individually complete and submit to the Corporation its own copy of this Accredited Investor Certificate],</p> <p>Name(s) of owners of interest: _____</p> <p>Type of entity (if applicable): _____</p> <p>Categories of accredited investor: _____</p>
_____	<p>(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,</p> <p>Name of advisor: _____ Jurisdiction(s) registered: _____</p> <p>Categories of registration: _____ Basis of exemption: _____</p>
_____ _____	<p>(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,</p> <p>(v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,</p> <p>Jurisdiction(s) recognized or designated _____</p>
_____	<p>(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.</p> <p>Name(s) of settlor: _____</p> <p>Name(s) of trustees: _____</p> <p>Categories of accredited investor: _____</p> <p>Categories of beneficiaries: _____</p>

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the Subscriber shall give immediate written notice of such fact to the Company prior to the Closing Time.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Name of Individual

Signature of Person Signing

Title of Person Signing

Definitions

For the purposes of the categories of accredited investor described in (a) through (v) above, the following definitions are included for convenience:

- (a) “**Canadian financial institution**” means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) “**control person**” has the same meaning as in Securities Laws except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where “control person” means any person or company that holds or is one of a combination of persons or companies that holds (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (c) “**entity**” means a company, syndicate, partnership, trust or unincorporated organization;
- (d) “**financial assets**” means cash, securities, or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of Securities Laws;
- (e) “**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 trade is actively involved in the business of the issuer;
- (f) “**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;
- (g) “**investment fund**” means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an employee venture capital corporation that does not have a restricted constitution and is registered under Part 2 of the *Employee Investment Act* (British Columbia) and whose business objective is making multiple investments, and a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), whose business objective is making multiple investments;
- (h) “**person**” includes (i) an individual, (ii) a corporation, (iii) a partnership, trust, fund, and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (i) “**related liabilities**” means, liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets or liabilities that are secured by financial assets;
- (j) “**Schedule III bank**” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (k) “**spouse**” means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada) from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

- (l) “**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106, a person is considered to be an affiliate of another person if one is a subsidiary of the other, or if each of them is controlled by the same person.

In NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

In NI 45-106, a trust company or trust corporation described in paragraph (p) above of the definition of “accredited investor” (other than a trust company or trust corporation 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) is deemed to be purchasing as principal.

In NI 45-106, a person described in paragraph (q) above of the definition of “accredited investor” is deemed to be purchasing as principal.

**Annex C-1 to Schedule “C”
to the Subscription Agreement of Ciscom Corp.**

FORM 45-106F9 - FORM FOR INDIVIDUAL ACCREDITED INVESTORS

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

1. About your investment	
Type of securities: Units	Issuer: Ciscom Corp.
<u>SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER</u>	
Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your Initials
Risk of loss – You could lose your entire investment of \$ _____	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You may not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
Accredited Investor Status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your Initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each for the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the case and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you may have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	

Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<u>SECTION 5 TO BE COMPLETED BY SALESPERSON</u>	
Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
For more information about this investment, please contact:	
Ciscom Corp. 20 Bay Street, Suite 1110 Toronto, ON M5J 2N8 Attention: Michel Pepin Email: mpepin@ciscomcorp.com Website: www.ciscomcorp.com For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca	

SCHEDULE "D"

EXISTING SECURITY HOLDER CERTIFICATE (FOR PURCHASERS RESIDENT IN CANADA, OTHER THAN NEWFOUNDLAND AND LABRADOR)

TO: CISCOM CORP. (the "Issuer")

All capitalized words used in this Existing Security Holder Certificate not defined in this Schedule "D" will have the meaning ascribed to them in the Subscription Agreement to which this Existing Security Holder Certificate is attached.

In connection with the purchase by the undersigned Subscriber for Units, the Subscriber represents, warrants, covenants and certifies to the Corporation that the Subscriber is resident in [print name of province or territory of residence in Canada] and is purchasing the Units for its own account, in reliance upon the Existing Security Holder Exemption by virtue of the Subscriber being an existing security holder of the Issuer resident in Canada (excluding Newfoundland and Labrador) and holding at least one Common Share in the capital stock of the Corporation, which the Subscriber acquired on a date that occurred before the Record Date, and that the Subscriber will continue to hold at least one Common Share of the Issuer on the Closing Date, that:

The Subscriber further represents, warrants, covenants and certifies to the Issuer that the Subscriber

Please initial beside the appropriate line

(a) is a person that has obtained advice regarding the suitability of the investment being made under the Subscription Agreement and, if the Subscriber is resident in a jurisdiction of Canada, that advice has been obtained from [print name of advisor], a person that is registered as an investment dealer in the jurisdiction with [print name of advisor's firm];

** Subscribers for Units that have obtained advice regarding the suitability of the investment being made under the Subscription Agreement from an investment dealer are not limited to the investment limit of \$15,000 per investor in any 12 month period **

- OR -

(b) the aggregate acquisition cost to the Subscriber for the Units purchased under the Existing Security Holder Exemption, when combined with the acquisition cost to the Subscriber for the purchase of any other security from the Corporation under the Existing Security Holder Exemption in the last 12 months, does not exceed \$15,000 in aggregate.

Dated at _____, this _____ day of _____, 2024.

If a corporation, partnership or other entity:

If an individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print Name and Title of Person Signing

SCHEDULE “E”

DECLARATION OF NON-CANADIAN BENEFICIAL OWNERSHIP

TO BE COMPLETED ONLY IF THE PURCHASER IS RESIDENT OUTSIDE OF NORTH AMERICA

The Subscriber, on its own behalf and (if applicable) on behalf of each Beneficial Purchaser, further represents, warrants and covenants to and with the Company (and acknowledges that the Company is relying thereon) that it is, and (if applicable) any Beneficial Purchaser is, a resident of, or otherwise subject to, the securities legislation of a jurisdiction other than Canada and the United States, and:

- (a) the Subscriber is, and (if applicable) any Beneficial Purchaser is:
 - (i) a purchaser that is recognized as an exempt purchaser by the securities regulatory authority in the jurisdiction in which it is, and (if applicable) any Beneficial Purchaser is, resident or to whose laws it is otherwise subject, and is purchasing the Purchased Securities as principal for its, or (if applicable) each such Beneficial Purchaser’s, own account and not for the benefit of any other person, for investment only and not with a view to resale or distribution; or
 - (ii) a purchaser which is purchasing Units pursuant to an exemption from any prospectus or securities registration requirements (particulars of which are enclosed herewith) available to the Company, the Subscriber and any Beneficial Purchaser under applicable securities laws of their jurisdiction(s) of residence or to which the Subscriber and any such Beneficial Purchaser are otherwise subject, and the Subscriber and any such Beneficial Purchaser shall deliver to the Company such further particulars of the exemption and their qualification thereunder as the Company may reasonably request;
- (b) the purchase of Units by the Subscriber, and (if applicable) each Beneficial Purchaser, does not contravene any of the applicable securities laws in such jurisdiction and does not trigger: (i) any obligation to prepare and file a prospectus, an offering memorandum or similar document, or any other ongoing reporting requirements with respect to such purchase or otherwise; or (ii) any registration or other obligation on the part of the Company; and
- (c) the Subscriber, and (if applicable) any Beneficial Purchaser, will not sell or otherwise dispose of any of the Purchased Securities, and if the Subscriber, or (if applicable) such Beneficial Purchaser, sells or otherwise disposes of any of such securities to a person other than a resident of Canada, the Subscriber, and (if applicable) such Beneficial Purchaser, will obtain from such purchaser representations, warranties and covenants in the same form as provided in this Schedule “E” and shall comply with such other requirements as the Company may reasonably require.

Dated at _____ [city, country] this ____ [date] day of _____ [month], 2024.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Name of Individual

Signature of Person Signing

Title of Person Signing

SCHEDULE “F”



**INSTRUCTIONS FOR WIRE TRANSFERS TO
CANADIAN IMPERIAL BANK OF COMMERCE
CANADA**

Mandatory party information and format:

Beneficiary's Bank (BBK)
(SWIFT CODE)

//CC001000902 *

CIBCCATT

CANADIAN IMPERIAL BANK OF COMMERCE
1 QUEEN ST. EAST
TORONTO, ONTARIO
CANADA M5C 2W5

Beneficiary Customer (BNF)
(SWIFT F59)

Transit – 00902 Account Number - 6744516
Peterson McVicar LLP(Trust Account)
1601-110 Yonge Street
Toronto, ON
Canada M5C 1T4

* //CC = Canadian Clearing Code

0010 = Institution number for CIBC

NNNNN = 5 digit Branch Transit

For Bank use only

Pay direct to CIBCCATT and provide cover or pay through the following correspondents:

USD	PNBPUS3NNYC ABA 026005092
AUD	WPACAU2S
CHF	UBSWCHZH80A
DKK	DABADKKK
EUR	SOGEFRPP
GBP	BARCGB22
HKD	HASEHKHH
JPY	MHCBJPJT
NOK	NDEANOKK
SEK	DABASESX