

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, _____.

AMONG:

«CORPORATION», a corporation incorporated under the laws of the Province of _____ (the "Corporation")

- and -

The person, corporation or other entity whose name and address is set forth on the execution page of this Agreement (the "Subscriber")

WHEREAS the Corporation proposes to issue up to _____ Units to various purchasers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Corporation and the Subscriber agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the subject matter or context is inconsistent therewith, the following words and terms have the prescribed meanings:

- (a) "Agreement" means this Agreement, as amended or supplemented from time to time;
- (b) "Business Day" means a day on which Canadian chartered banks are open for general banking business in _____;
- (c) "Unit" means one Class "____" Share of the capital of the Corporation together with a warrant to acquire a Class "____" Share of the capital of the Corporation as described in this Agreement;
- (d) "Closing" means the date on which the Offering is completed, anticipated to be no later than _____;
- (e) "Effective Date" means the date this Agreement is executed by the Subscriber and accepted by the Corporation;
- (f) "Offering" means the offering by the Corporation of up to _____ Units pursuant to this Agreement;
- (g) "Purchased Units" means the number of Units purchased by the Subscriber pursuant to this Agreement as set forth on the execution page hereof;
- (h) "Subscription Price" means the aggregate subscription price paid by the Subscriber for the Purchased Units; and
- (i) "Tax Act" means the *Income Tax Act* (Canada) and the Regulations promulgated thereunder, as amended from time to time.

2. NO OFFERING MEMORANDUM

2.1 The Subscriber hereby acknowledges that no Offering Memorandum or Prospectus has been prepared by the Corporation or delivered to the Subscriber by the Corporation for the purpose of evaluating the investment.

3. SUBSCRIPTION FOR UNITS

3.1 The Subscriber hereby subscribes for and agrees to take up the Purchased Units and agrees that the Subscription Price will be paid by certified cheque or bank draft on the Effective Date, in accordance with the terms of this Agreement.

3.2 The Corporation hereby accepts the subscription of the Subscriber for the Purchased Units and agrees to issue the Purchased Units to the Subscriber no later than fifteen (15) business days from the Closing, subject to the terms of this Agreement.