

SEED SHARE SUBSCRIPTION AGREEMENT

[NAME OF CORPORATION]
(Shares and Warrants)

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

BETWEEN:

[NAME OF CORPORATION]
a corporation incorporated under the laws of the
Province of British Columbia
(the "Corporation")

- and -

THE PARTY NAMED AS PURCHASER BELOW
(the "Purchaser")

WHEREAS:

- A. The Purchaser wishes to subscribe for common shares and warrants (the "Securities") of the Corporation; and
- B. It is the intention of the parties to this agreement (the "Agreement") that this subscription will be made pursuant to appropriate exemptions (the "Exemptions") from the registration and prospectus or equivalent requirements of all rules, policies, notices, orders and legislation of any kind whatsoever (collectively the "Securities Rules") of all jurisdictions applicable to this subscription.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the receipt of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1. Representations and Warranties of the Purchaser

1.1 The Purchaser represents and warrants to the Corporation, and acknowledges that the Corporation is relying on these representations and warranties to, among other things, ensure that it is complying with all of the applicable Securities Rules, as follows:

- (a) that the Purchaser is purchasing the Securities as principal for its own account and not for the benefit of any other person;
- (b) the Purchaser is:
 - (i) a director, officer, employee, "founder" (as that term is defined in Multilateral Instrument 45-103 Capital Raising Exemptions ("MI 45-103") and set out in Schedule "B" to this Agreement) or "control person" (as that term is defined in the *Securities Act* (British Columbia) and set out in Schedule "B" to this Agreement) of the Corporation; **OR**
 - (ii) a spouse, parent, grandparent, brother, sister or child of a director, "senior officer" (as that term is defined in the *Securities Act* (British Columbia) and set out in Schedule "B" to this Agreement), founder or control person of the Corporation; **OR**
 - (iii) a parent, grandparent, brother, sister or child of the spouse of a director, senior officer, founder or control person of the Corporation; **OR**
 - (iv) a close personal friend of a director, senior officer, founder or control person of the Corporation; **OR**

- (v) a close business associate of a director, senior officer, founder or control person of the Corporation; **OR**
 - (vi) a current holder of "designated securities" of the Corporation (as that term is defined in MI 45103 and set out in Schedule "B" to this Agreement); **OR**
 - (vii) an "accredited investor" (as that term is defined in MI 45-103 and set out in Schedule "B" to this Agreement); **OR**
 - (viii) a person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subparagraphs (i) to (vii) above; **OR**
 - (ix) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons or companies described in subparagraphs (i) to (vii); **OR**
 - (x) a person or company that is not the public;
- (c) if the Purchaser is resident of an "International Jurisdiction" (which means a country other than Canada or the United States) then:
- (i) the Purchaser is knowledgeable of, or has been independently advised as to, the applicable Securities Rules of the International Jurisdiction which would apply to this subscription, if there are any;
 - (ii) the Purchaser is purchasing the Securities pursuant to Exemptions under the Securities Rules of that International Jurisdiction or, if such is not applicable, the Purchaser is permitted to purchase the Securities under the applicable Securities Rules of the International Jurisdiction without the need to rely on Exemptions; and
 - (iii) the applicable Securities Rules do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction,
- and the Purchaser will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii) and (iii) above to the satisfaction of the Corporation, acting reasonably;
- (d) the Purchaser is not a "U.S. Person" (as defined under Regulation S made under the United States Securities Act of 1933, which definition includes an individual resident in the United States and an estate or trust of which any executor or administrator or trustee, respectively, is a U. S. Person) and the Purchaser understands and acknowledges that the Securities have not and will not be registered under the United States Securities Act of 1933, and, subject to certain exceptions, the Securities may not be offered or sold within the United States;
- (e) the Purchaser acknowledges that because this subscription is being made pursuant to the Exemptions:
- (i) the Purchaser is restricted from using certain of the civil remedies available under the applicable Securities Rules;
 - (ii) the Purchaser may not receive information that might otherwise be required to be provided to the Purchaser under the applicable Securities Rules if the Exemptions were not being used; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Rules;

- (f) if the Purchaser is an individual, he or she has attained the age of majority and has the legal capacity and competence to execute this Agreement, and to take all actions required pursuant hereto;
- (g) if the Purchaser is a corporation, the Purchaser is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if the Purchaser is a partnership, syndicate, trust or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof, and, in either case, upon the Corporation executing and delivering this Agreement, this Agreement will constitute a legal, valid and binding contract of the Purchaser enforceable against the Purchaser in accordance with its terms and neither the agreement resulting from such acceptance nor the completion of the transactions contemplated hereby conflicts with, or will conflict with, or results, or will result, in a breach or violation of any law applicable to the Purchaser, any constating documents of the Purchaser or any agreement to which the Purchaser is a party or by which the Purchaser is bound.