

SILVER BULLET MINES CORP.
PRIVATE PLACEMENT OF UNITS
SUBSCRIPTION AGREEMENT

INSTRUCTIONS

1. Complete and sign the **Execution Page** (which follows this cover page) of the Subscription Agreement.
2. Complete and sign **Exhibit 1** (Particulars of the Subscriber Form).
3. **If you are an entity other than an individual** and you will hold more than 5% of the Corporation's issued and outstanding common shares upon completion of the Offering on a Diluted or Undiluted basis (as defined in Schedule B hereof), then complete and sign **Exhibit 2** - Form 4C of the TSX Venture Exchange unless a Form 4C has already been previously filed and there have been no changes in its content.
4. **If you are a Canadian resident and subscribing under the "Accredited Investor" exemption**, complete and sign **Exhibit 3** (Certificate of Accredited Investors) and initial next to the appropriate category in **Appendix A** to Exhibit 3 and complete and sign the **Individual Certification** and **Appendix B** to Exhibit 3 (Form 45-106F9) if required.
5. **If you are a Canadian resident purchasing under the "Employee, Executive Officer, Director and Consultant" exemption**, complete, sign and initial **Exhibit 4**.
6. **If you are a Canadian resident purchasing under the "Family, Friends and Business Associates" exemption**, complete and sign **Exhibit 5** and **Appendix A** to Exhibit 5. You will also need to complete and sign **Appendix B** to Exhibit 5 or **Appendix C** to Exhibit 5, if required.
7. If you (i) were offered any of the securities described herein in the United States of America, its territories or possessions, any State of the United States or the District of Columbia (collectively, the "**United States**"), (ii) have executed or delivered this Subscription Agreement while in the United States, (iii) were in the United States when the order was placed to purchase some of the securities described herein, (iv) are a "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act (a "**U.S. Person**")) or (v) are purchasing the securities described herein for the account or benefit of a person in the United States or a U.S. Person, complete and sign **Exhibit 6** (Representation Letter for U.S. Accredited Investors) and initial next to the appropriate category in **Appendix A** thereto.
8. **If you are a Canadian resident (other than in the Province of Newfoundland and Labrador) and subscribing as an existing shareholder of the Corporation**, complete and sign execute the Existing Securityholder Certificate in the form attached hereto as **Exhibit 7**.
9. **If you are resident outside of Canada** or otherwise subject to the applicable securities legislation of a jurisdiction outside of Canada, other than the United States:
 - a. complete and sign the Offshore Representation Letter attached hereto as **Exhibit 8**; and
 - b. if you are subscribing under the "accredited investor" exemption, complete and sign **Exhibit 3** (Certificate of Accredited Investor) including **Appendix A** thereto, and if you are an individual relying on category (j), (k) or (l) of the Representation Letter (and do not meet the higher financial asset threshold set out in paragraph (j.1) of the Representation Letter), complete and sign **Appendix B** to Exhibit 3 (Form 45-106F9); or
 - c. if you are subscribing as an existing securityholder of the Corporation, complete and sign the Existing Securityholder Certificate in the form attached hereto as **Exhibit 7**.

10. Provide payment of the purchase price in Canadian dollars by delivering a wire transfer to the following account, representing the subscription price payable by the Subscriber for the Common Shares set out on the first page of this Subscription Agreement:

Bank Name:	Bank of Nova Scotia
Bank Address:	5385 Lakeshore Rd. East Burlington , Ontario L7L 1C8
SWIFT:	NOSCCATT
Canadian Clearing Code:	CC0002 82032
Account & Transit No:	820320004413 Transit number 82032
Account name:	Silver Bullet Mines Inc.
Beneficiary Address:	200 – 3310 South Service Road Burlington, Ontario L7N3M6

A completed and originally executed copy of, and the other documents required to be delivered with, this Subscription Agreement must be delivered, 48 hours prior to the Closing Date, to Silver Bullet Mines Corp., c/o Brian Crawford, CFO, 200 - 3310 South Service Road, Burlington, Ontario, L7N 3M6 (Telephone: 905-681-1925, Fax: 905-681-4638, E-mail: briancrawford@silverbulletmines.com). Silver Bullet Mines Corp. retains the right to accept, reject or modify any subscription agreement delivered to it pursuant to the financing referenced herein.

SUBSCRIPTION FOR UNITS

TO: Silver Bullet Mines Corp. (the "Corporation")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of units of the Corporation (the "**Units**") set forth below at a price of \$0.20 per Unit, for the aggregate subscription price set forth below, upon and subject to the terms and conditions set forth in Schedule A "Terms and Conditions of Subscription" attached hereto (together with this page and the attached Exhibits and Schedules, the "**Subscription Agreement**"). Each Unit is comprised of one (1) common share ("**Common Share**") and one (1) common share purchase warrant ("**Warrant**"), each Warrant entitling the holder to purchase a common share (a "**Warrant Share**") at an exercise price of \$0.30 per Warrant Share for a period of 24 months following the Closing Date.

(Name of Subscriber - please print)	

(Signature of Subscriber or authorized Signatory)	

(Official Capacity or Title - please print)	

(Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.)	

(Subscriber's Address)	

(Subscriber's Address)	
_____	_____
(Telephone Number)	(E-Mail Address)

Number of Units: _____
Aggregate Subscription Price: _____

If the Subscriber is signing as agent for a principal, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal (the "Disclosed Principal"), UNLESS the Subscriber is deemed to be purchasing as a principal under National Instrument 45-106 respecting Prospectus Exemptions ("NI 45-106") by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by a trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106:

(Name of Disclosed Principal)

(Disclosed Principal's Address)

<u>Register the Securities as set forth below:</u>

(Name)

(Account reference, if applicable)

(Address)

(Address)

<u>Deliver the Securities as set forth below:</u>
<input type="checkbox"/> Same as Registered Address (otherwise complete below)

(Name)

(Account reference, if applicable)

(Contact Name)

(Address)

(Address)

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

_____, 2022

SILVER BULLET MINES CORP.

By: _____

EXHIBIT 1
PARTICULARS OF THE SUBSCRIBER FORM

Present Ownership of Common Shares

The Subscriber either [**CHECK APPROPRIATE ITEM**]:

_____ owns directly or indirectly, or exercises control or direction over, **NO** common shares in the capital stock of the Corporation or securities convertible into common shares in the capital stock of the Corporation (excluding the securities subscribed for herein); or

_____ owns directly or indirectly, or exercises control or direction over, _____ common shares in the capital stock of the Corporation and convertible securities entitling the Subscriber to acquire an additional _____ common shares in the capital stock of the Corporation (excluding the securities subscribed for herein).

Status

The Subscriber either [**CHECK APPROPRIATE ITEM**]:

_____ is **NOT** an “insider” or “promoter” of the Corporation or a member of the “pro group”.

_____ is an “insider” of the Corporation.

_____ is a “promoter” of the Corporation.

_____ is a member of the “pro group”.

_____ the Subscriber has on file with the TSX Venture Exchange a current Form 4C.

State whether Subscriber is a registrant:
Yes _____ No _____

Note: A registrant means a dealer, adviser, investment fund manager, an ultimate designated person or chief compliance officer as those terms are used pursuant to applicable securities legislation, or a person (as defined herein) registered or otherwise required to be registered under applicable securities legislation.

Dated: _____, 2022.

Print name of Subscriber

By: _____
Signature

Print name of signatory (if different from Subscriber)

Title

FOR A DEFINITION OF CERTAIN TERMS USED HEREIN, PLEASE REFER TO THE SCHEDULE B – DEFINITIONS ATTACHED HERETO.



FORM 4C CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the “Placee”) need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an insider of the Issuer, insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:
 - (a) Name: _____
 - (b) Complete Address: _____
 - (a) Jurisdiction of Incorporation or Creation: _____
2.
 - (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? _____
 - (b) Is the Placee carrying on business as a portfolio manager outside of Canada: (Yes/No)? _____
3. If the answer to 2(b) above was “Yes”, the undersigned certifies that:
 - (a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client’s express consent to a transaction;
 - (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a “portfolio manager” business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
 - (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
 - (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and
 - (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

4. If the answer to 2(a). above was “No”, please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

(a) “Personal Information” means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

(b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____ on _____

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT

EXHIBIT 3
CERTIFICATE OF “ACCREDITED INVESTOR”

TO: Silver Bullet Mines Corp. (the “Corporation”)

In connection with the proposed purchase by the subscriber or if applicable, the Disclosed Principal on whose behalf the subscriber is purchasing as agent (the “**Subscriber**”) of Units (the “**Securities**”) of the Corporation, the Subscriber represents, warrants, covenants and certifies that:

1. the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of another, or is deemed to be purchasing the Securities as principal pursuant to applicable securities legislation, and is:
 - (a) _____ an “accredited investor” within the meaning of National Instrument 45-106 - *Prospectus Exemptions* (“**NI 45-106**”) by virtue of satisfying the indicated criterion as set out in Appendix “A” to this Certificate (**YOU MUST ALSO INITIAL THE APPLICABLE ITEM ON APPENDIX “A” TO THIS CERTIFICATE**); or
 - (b) _____ purchasing the Securities as agent or trustee for a beneficial purchaser, and each such beneficial purchaser is purchasing as principal for its own account and not for the benefit of another, and each such beneficial purchaser is an “accredited investor” within the meaning of NI 45-106 by virtue of satisfying the indicated criterion as set out in Appendix “A” to this certificate (**YOU MUST ALSO INITIAL THE APPLICABLE ITEM ON APPENDIX “A” TO THIS CERTIFICATE**);
2. if the Subscriber (or beneficial purchaser) is not an individual, the person was not created or used solely to purchase or hold securities as an accredited investor;
3. these representations, warranties, covenants and certifications will be true and correct both as of the execution of this certificate and as of the closing time of the purchase and sale of the Subscriber’s Securities and will survive the completion of the issue of the Subscriber’s Securities; and
4. these representations, warranties, covenants and certifications are made by the Subscriber with the intent that they be relied upon in determining the suitability of the beneficial purchaser as a purchaser of the Securities, and the Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber (and the beneficial purchaser) set forth herein which takes place prior to the closing time of the purchase and sale of the Subscriber’s Securities.

Dated: _____, 2022.

Print name of Subscriber

By: _____
Signature

Print name of signatory (if different from Subscriber)

Title

IMPORTANT:

- (A) **PLEASE INITIAL THE APPLICABLE ITEM ON APPENDIX “A” TO THIS CERTIFICATE.**
- (B) **INDIVIDUAL INVESTORS WHO HAVE INITIALED BESIDE ITEM (J), (K) OR (L) ON APPENDIX “A” TO THIS CERTIFICATE MUST ALSO COMPLETE AND SIGN APPENDIX “B” TO THIS CERTIFICATE.**
- (C) **INDIVIDUAL INVESTORS WHO HAVE INITIALED BESIDE ITEM (J), (J.1), (K) OR (L) ON APPENDIX “A” TO THIS CERTIFICATE MUST ALSO COMPLETE AND SIGN THE APPROPRIATE SECTION OF THE INDIVIDUAL CERTIFICATE CONTAINED IN APPENDIX “A” TO THIS CERTIFICATE.**
- (D) **FOR A DEFINITION OF CERTAIN TERMS USED IN THIS EXHIBIT AND ITS APPENDICES, PLEASE REFER TO SCHEDULE “B” OF THIS SUBSCRIPTION AGREEMENT.**

APPENDIX “A”

TO EXHIBIT 3

DEFINITION OF “ACCREDITED INVESTOR”

INSTRUCTIONS:

- (1) Prior to completing this Appendix “A”, please carefully review the definitions set forth in Schedule “B” of the Subscription Agreement, particularly the definitions of “**financial assets**” as distinguished from “**net assets**”, as well as “**related liabilities**”.
- (2) The Subscriber must initial beside the applicable item(s) of the definition of “**accredited investor**” below.

“**accredited investor**”, as used in this Schedule, means:

Initials

- _____ (a) a Canadian financial institution, or a Schedule III bank; or
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- _____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary; or
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer; or
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d); or
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador); or
- _____ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada; or
- _____ (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; or
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government; or
- _____ (i) 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; or
- _____ (j) an individual who, either alone or with a spouse, beneficially owns **financial assets** (which term excludes real estate) having an **aggregate realizable value** that, before taxes but **net** of any **related liabilities**, exceeds \$1,000,000; or

[MUST FULLY COMPLETE AND EXECUTE (i) FORM 45-106F9 ATTACHED HERETO AS APPENDIX “B” TO EXHIBIT 3 AND (ii) THE CERTIFICATION BELOW.]

- _____ (j.1) an individual who beneficially owns **financial assets** (which term excludes real estate) having an **aggregate realizable value** that, before taxes but **net** of any **related liabilities**, exceeds \$5,000,000; or

[MUST FULLY COMPLETE AND EXECUTE THE CERTIFICATION BELOW.]

- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; or
- [MUST FULLY COMPLETE AND EXECUTE (i) FORM 45-106F9 ATTACHED HERETO AS APPENDIX “B” TO EXHIBIT 3 AND (ii) THE CERTIFICATION BELOW.]
- _____ (l) an individual who, either alone or with a spouse, has **net assets** that exceed \$5,000,000; or
- [MUST FULLY COMPLETE AND EXECUTE (i) FORM 45-106F9 ATTACHED HERETO AS APPENDIX “B” TO EXHIBIT 3 AND (ii) THE CERTIFICATION BELOW.]
- _____ (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; or
- _____ (n) an investment fund that distributes or has distributed its securities only to
- (a) a person that is or was an accredited investor at the time of the distribution;
- (b) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*“Minimum Amount Investment exemption”*] or 2.19 [*“Additional Investment in Investment Funds exemption”*] of NI 45-106; or
- (c) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*“Investment Fund Reinvestment exemption”*] of NI 45-106; or
- _____ (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; or
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be; or
- _____ (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; or
- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded; or
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function; or
- _____ (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 (as defined in this Schedule); or
- _____ (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; or
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- _____ (w) a trust established by an accredited investor (as defined in this Appendix) for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors (as defined in this Appendix) 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.

All dollar amounts referred to in this Schedule are expressed in Canadian dollars.

For the purposes of this Appendix:

- (a) A trust company or trust corporation described in paragraph (p) above, 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; and
- (b) A person described in paragraph (q) above is deemed to be purchasing as principal.

INDIVIDUAL CERTIFICATION

I, _____, hereby certify that I have spoken with _____ **(insert name of individual at the Corporation or dealer / agent)** and that I understand the definition of “accredited investor” and the terms relevant to the criterion which I have confirmed I meet by my initials above.

Print Name

Date

Signature

TO BE COMPLETED BY INDIVIDUAL OF THE CORPORATION OR DEALER / AGENT IDENTIFIED ABOVE.

Confirmation:

I, _____, hereby certify that I have spoken with _____ **(insert name of individual purchaser)** and explained the definition of “accredited investor” and the terms relevant to the criterion which the individual purchaser has indicated above.

Print Name and Position

Signature

**APPENDIX “B”
TO EXHIBIT 3
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.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Units at a price of \$0.20 per unit. Each unit is comprised of one (1) common share and one (1) common share purchase warrant (a “Warrant”), each Warrant entitling the holder to purchase a common share (a “Warrant Share”) at an exercise price of \$0.30 per Warrant Share for a period of 24 months following the closing date.	Issuer: <i>Silver Bullet Mines Corp.</i>
Purchased from: <i>Silver Bullet Mines Corp.</i>	
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.	
Lack of advice – You will 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 .	
3. 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 of 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 cash and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
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.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. 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):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
<p>Silver Bullet Mines Corp. 200 - 3310 South Service Road Burlington, Ontario L7N 3M6 Attn: Brian Crawford Tel.: 905 681-1925 Email: brian crawford@silverbulletmines.com Website: https://www.silverbulletmines.com/</p>	
<p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

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 must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

EXHIBIT 4

**REPRESENTATION LETTER FOR SUBSCRIBERS PURCHASING UNDER THE “EMPLOYEE,
EXECUTIVE OFFICER, DIRECTOR AND CONSULTANT” EXEMPTION**

TO: Silver Bullet Mines Corp. (the “Corporation”)

In connection with the purchase of securities by the undersigned subscriber or, if applicable, the Disclosed Principal on whose behalf the undersigned is purchasing as agent (the “**Subscriber**”), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

(i) the Subscriber, for whom participation in the purchase of securities is voluntary, is one of the following and has so indicated by identifying the applicable subsection:

- _____ (A) an employee, executive officer, director or consultant of the Corporation;
- _____ (B) an employee, executive officer, director or consultant of a related entity of the Corporation;
- _____ (C) a permitted assign of a person referred to in paragraphs (A) or (B) above.

Dated: _____, 2022.

Print name of Subscriber

By: _____
Signature

Print name of signatory (if different from
Subscriber)

Title

**FOR A DEFINITION OF CERTAIN TERMS USED HEREIN, PLEASE REFER
TO THE SCHEDULE B – DEFINITIONS ATTACHED HERETO**

EXHIBIT 5

CERTIFICATE OF CLOSE FAMILY, CLOSE PERSONAL FRIENDS AND
CLOSE BUSINESS ASSOCIATES

TO: Silver Bullet Mines Corp. (the "Corporation")

In connection with the proposed purchase by the undersigned subscriber or if applicable, the Disclosed Principal on whose behalf the subscriber is purchasing as agent (the "Subscriber") of Units (the "Securities") of the Corporation, the Subscriber represents, warrants, covenants and certifies that:

1. the Subscriber is purchasing the Securities as principal for its own account, and not for the benefit of another, pursuant to applicable securities legislation (**YOU MUST ALSO INITIAL THE APPLICABLE ITEMS ON APPENDIX A OF THIS CERTIFICATE AND OTHERWISE COMPLETE THE APPENDIX AS REQUIRED**);
2. the Subscriber is resident in the province, territory or state and in the country indicated on the Execution Page (page 1) of this Subscription Agreement;
3. these representations, warranties, covenants and certifications will be true and correct both as of the execution of this certificate and as of the closing time of the purchase and sale of the Subscriber's Securities and will survive the completion of the issue of the Subscriber's Securities; and
4. these representations, warranties, covenants and certifications are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber as a purchaser of the Securities, and the Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Subscriber's Securities.

Dated: _____, 2022.

Print name of Subscriber

By:

Signature

Print name of signatory (if different from Subscriber)

Title

IMPORTANT:

- I. **PLEASE INITIAL AND COMPLETE THE APPLICABLE ITEM(S) ON APPENDIX "A" OF THIS CERTIFICATE AND, IF APPLICABLE, COMPLETE APPENDIX "B" OR "C" OF THIS CERTIFICATE, AS REQUIRED.**
- II. **FOR A DEFINITION OF CERTAIN TERMS USED IN THIS EXHIBIT AND ITS APPENDICES, PLEASE REFER TO SCHEDULE "B" OF THIS SUBSCRIPTION AGREEMENT.**

APPENDIX "A"

TO EXHIBIT 5

DEFINITIONS OF "CLOSE FAMILY, CLOSE PERSONAL FRIENDS AND
CLOSE BUSINESS ASSOCIATES"

INSTRUCTIONS:

- (1) Prior to completing this Appendix "A", please carefully review the definitions set forth in Schedule "B" of the Subscription Agreement.
- (2) The Subscriber must initial beside the applicable item(s) set out below.
- (3) **If the Subscriber is resident in Ontario, the Subscriber must complete and execute the relevant sections of Appendix "B" to Exhibit 5.**
- (4) **If the Subscriber is resident in Saskatchewan, the Subscriber must complete and execute Appendix "C" to Exhibit 5 as noted below.**

The Subscriber is:

- _____ (i) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation,
- _____ (ii) a spouse, parent, grandparent, brother, sister, child or grandchild of _____ (**insert name**), a
- (a) director
- (b) executive officer, or
- (c) control person
- (**check one**) of the Corporation, or of an affiliate of the Corporation,
- _____ (iii) a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (**insert name**), a
- (a) director
- (b) executive officer, or
- (c) control person
- (**check one**) of the Corporation, or of an affiliate of the Corporation,
- _____ (iv) a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child or grandchild of a founder of the Corporation, and the founder is _____ (**insert name**),
- _____ (v) a parent, grandparent, brother, sister, child or grandchild of a spouse of _____ (**insert name**), a founder of the Corporation,
- _____ (vi) a close personal friend of a director, executive officer or control person of the Corporation or of an affiliate of the Corporation, who has known _____ (**insert name of close personal friend**), a
- (a) director
- (b) executive officer, or
- (c) control person
- (**check one**) of the Corporation for _____ (**insert time period**) and is able to assess the capabilities and trustworthiness of such director, executive officer or control person and to obtain information from him/her with respect to this investment in the Securities by virtue of (**insert brief description of nature and length of relationship and frequency of contact**)
-
-

and if resident in Saskatchewan has duly executed and delivered Appendix “C” to Exhibit 5.

_____ (vii) a close business associate of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation who has had a number of prior business dealings with _____ **(insert name of close business associate)**, a

- (a) director
- (b) executive officer, or
- (c) control person

(check one) of the Corporation for _____ **(insert time period)** and is able to assess the capabilities and trustworthiness of such director, executive officer or control person and to obtain information from them with respect to this investment in the Securities by virtue of **(insert brief description of nature and length of the specific business relationship and frequency of contact)**

and if resident in Saskatchewan has duly executed and delivered Appendix “C” to Exhibit 5.

_____ (viii) a close personal friend of a founder of the Corporation who has known _____ **(insert name of founder that is the close personal friend)**, a founder of the Corporation for _____ **(insert time period)** and is able to assess the capabilities and trustworthiness of the founder and to obtain information from them with respect to this investment in the Securities by virtue of **(insert brief description of nature and length of relationship and frequency of contact)**

and if resident in Saskatchewan has duly executed and delivered Appendix “C” to Exhibit 5.

_____ (ix) a close business associate of a founder of the Corporation who has had a number of prior business dealings with _____ **(insert name of founder that is close business associate)**, a founder of the Corporation for _____ **(insert time period)** and is able to assess the capabilities and trustworthiness of the founder and to obtain information from him/her with respect to this investment in securities by virtue of **(insert brief description of nature and length of the specific business relationship and frequency of contact)**

and if resident in Saskatchewan has duly executed and delivered Appendix “C” to Exhibit 5.

_____ (x) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (i) to (ix), provided must clearly set out the relationship and provide the details set out above for each of the beneficiaries or directors **(attach separate document providing the details of relationship)** and **in respect of any close personal friends or business associates, if any of them is resident in Saskatchewan has duly and executed Appendix “C” to Exhibit 5, or**

- _____ (xi) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (i) to (ix), provided must clearly set out the relationship and provide the details set out above for each of the beneficiaries, trustees or executors **(attach separate document providing the details of relationship) and in respect of any close personal friends or business associates, if any of them is resident in Saskatchewan has duly and executed Appendix “C” to Exhibit 5.**

All dollar amounts referred to in this Schedule are expressed in Canadian dollars.

For the purposes of this Exhibit, the term “**close personal friend**” is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. The term “close personal friend” can include a family member who is not already specifically identified in the exemption if the family member satisfies the criteria described above. An individual is not a “close personal friend” solely because the individual is a relative; member of the same club, organization, association or religious group; a co-worker, colleague or associate at the same workplace; a client, customer, former client or former customer; a mere acquaintance; or connected through some form of social media, such as Facebook, Twitter or LinkedIn. The relationship between the individual and the director, executive officer, founder or control person must be direct. A relationship that is primarily founded on participation in an Internet forum would not be considered to be that of a “close personal friend”.

For the purposes of this Exhibit, the term “**close business associate**” is an individual who has had sufficient prior business dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. An individual is not a “close business associate” solely because the individual is a member of the same club, organization, association or religious group; a co-worker, colleague or associate at the same workplace; a client, customer, former client or former customer; a mere acquaintance; or connected through some form of social media, such as Facebook, Twitter or LinkedIn. The relationship between the individual and the director, executive officer, founder or control person must be direct. A relationship that is primarily founded on participation in an Internet forum would not be considered to be that of a “close business associate”.

APPENDIX "B"

TO EXHIBIT 5

ONTARIO RESIDENTS ONLY

Form 45-106F12

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 at a price of \$0.20 per unit. Each unit is comprised of one (1) common share and one (1) common share purchase warrant (a "Warrant"), each Warrant entitling the holder to purchase a common share (a "Warrant Share") at an exercise price of \$0.30 per Warrant Share for a period of 24 months following the closing date.	Issuer: Silver Bullet Mines 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:	

<p>A) You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a director of the issuer or an affiliate of the issuer <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <ul style="list-style-type: none"> <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 <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>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>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>	
<p>D) You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</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>	

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 PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE

5. Contact person at the issuer or an affiliate of the issuer

[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.]

By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: *[check the box that applies]*

- family relationship as set out in section 3B of this form
- close personal friendship as set out in section 3C of this form
- close business associate relationship as set out in section 3D of this form

First and last name of contact person *[please print]*:

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

Silver Bullet Mines Corp.
 200 - 3310 South Service Road
 Burlington, Ontario
 L7N 3M6
 Attn: Brian Crawford
 Tel.: 905 681-1925
 Email: briancrawford@silverbulletmines.com
 Website: <https://www.silverbulletmines.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:
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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 relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus 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.*

APPENDIX "C"

TO EXHIBIT 5

SASKATCHEWAN RESIDENTS ONLY

Form 45-106F5

Risk Acknowledgement

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. *[Instructions: delete if sold by a registrant.]*
- I will not be able to sell these securities for 4 months.
- 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 _____ [state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].

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 Subscriber

Print name of Subscriber

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

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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 [*Instruction: Delete if sold by registrant*]

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.]

EXHIBIT 6

REPRESENTATION LETTER FOR U.S. ACCREDITED INVESTORS

TO: Silver Bullet Mines Corp. (the “Corporation”)

By executing this Subscription Agreement, the undersigned (on behalf of itself and any person for whose account or benefit is acting) hereby represents, warrants and covenants to the Corporation (and acknowledges that the Corporation is relying thereon) as follows:

- (a) prior to the time of purchase of any Units, it has had access to such information concerning the Corporation as it has considered necessary and appropriate in connection with its investment decision to acquire the Units;
- (b) it is authorized to consummate the purchase of the Units;
- (c) it is an “accredited investor,” as such term is defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and as set forth on Appendix A hereto (hereinafter referred to as a “**U.S. Accredited Investor**”), has completed, executed and delivered Appendix A hereto and is purchasing the Units for investment purposes only and not with a view to any resale, distribution or other disposition of the Units, the Common Shares, the Warrants or Warrant Shares in violation of United States federal or state securities laws;
- (d) it understands and acknowledges that the Units, the Common Shares, the Warrants and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and are, therefore, “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and that the offer and sale of the Units, the Common Shares and the Warrants to it will be made in reliance upon an exemption from registration available to the Corporation for offers and sales to U.S. Accredited Investors;
- (e) it alone, or with the assistance of its professional advisors, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Units, the Common Shares, the Warrants and the Warrant Shares and is able, without impairing its financial condition, to hold such securities for an indefinite period of time and to bear the economic risks, and withstand a complete loss, of such investment;
- (f) it acknowledges that it has not purchased the Units, the Common Shares or the Warrants as a result of any “general solicitation” or “general advertising” (as those terms are used in Regulation D (“**Regulation D**”) under the U.S. Securities Act), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (g) it agrees that if it decides to offer, sell, pledge or otherwise transfer any of the Common Shares, the Warrants or the Warrant Shares it will not offer, sell, pledge or otherwise transfer any such securities, directly or indirectly, unless: (i) the transfer is to the Corporation, (ii) the transfer is made outside the United States in accordance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act (“**Regulation S**”) and in compliance with applicable local laws and regulations, (iii) the transfer is made in compliance with an exemption from registration under the U.S. Securities Act provided by (A) Rule 144 thereunder, if available, or (B) Rule 144A thereunder, if available, and, in both cases, in accordance with applicable state securities laws or (iv) the transfer is in another transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and, in the case of (iii)(A) and (iv) above, after it has furnished to the Corporation an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation to such effect;

- (h) it understands and acknowledges that upon the original issuance of the Common Shares, the Warrants and the Warrant Shares and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing such securities, and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

“THE SECURITIES REPRESENTED HEREBY [AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR THE LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN BOTH CASES, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF (C)(1) AND (D) ABOVE, AFTER THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”;

provided, that if such securities are being sold in accordance with the requirements of Rule 904 of Regulation S, as referred to above, and in compliance with local laws and regulations, the legend may be removed by providing a declaration to the Corporation and its transfer agent for such securities, in the form attached hereto as Appendix B (or as the Corporation may prescribe from time to time);

notwithstanding the foregoing, the Corporation’s transfer agent may impose additional requirements for the removal of legends from securities sold in accordance with Rule 904 of Regulation S in the future;

provided further, that, if any of such securities are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the Corporation and the Corporation’s transfer agent of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- (i) it consents to the Corporation making a notation on its records or giving instructions to any transfer agent of the Common Shares, the Warrants or the Warrant Shares in order to implement the restrictions on transfer set forth and described herein;
- (j) it understands and acknowledges that the Corporation is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission (the “SEC”) or with any state securities commission any registration statement in respect of resales of the Common Shares, the Warrants or the Warrant Shares in the United States;
- (k) it understands and acknowledges that (i) if the Corporation is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Units, the Common Shares, the Warrants or the Warrant Shares and (ii) the Corporation is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Units, the Common Shares, the Warrants or the Warrant Shares;

- (l) it is aware that (i) purchasing, holding and disposing of the Units, the Common Shares, the Warrants and the Warrant Shares may have tax consequences under the laws of both Canada and the United States, (ii) the tax consequences for prospective investors who are resident in, or citizens of, the United States are not described in this Subscription Agreement, and (iii) it is solely responsible for determining the tax consequences applicable to its particular circumstances and should consult its own tax advisors concerning investment in such securities;
- (m) no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the SEC or any state securities commission) has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect, to the Units, the Common Shares, the Warrants or the Warrant Shares;
- (n) if required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, it will execute, deliver and file and otherwise assist the Corporation in filing reports, questionnaires, undertakings and other documents with respect to the issue of the Common Shares, the Warrants or the Warrant Shares; and
- (o) it understands and acknowledges that it is making the representations and warranties and agreements contained herein with the intent that they may be relied upon by the Corporation in determining its eligibility to purchase the Units, the Common Shares and the Warrants.

Capitalized terms not defined herein shall have the meanings set forth in the Subscription Agreement, including the Exhibits and Appendices attached thereto, to which this Exhibit 6 is attached.

Dated: _____, 2022

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from Subscriber)

Title

**IMPORTANT: PLEASE MARK THE CATEGORY OR CATEGORIES
IN APPENDIX A ON THE NEXT PAGE THAT DESCRIBE YOU**

**APPENDIX A
TO EXHIBIT 6**

In connection with its purchase of Units, the undersigned and any beneficial purchaser for whom it is acting, if any (a “**Beneficial Purchaser**”), hereby represents, warrants and certifies to the Corporation that the undersigned and the Beneficial Purchaser, if any, satisfies one or more of the categories indicated below (**please initial the appropriate line(s) below marked (P) that applies to the undersigned and the line(s) marked (BP) that applies to the Beneficial Purchaser (if any)**):

(P)		Category 1.	A bank, as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the “ U.S. Securities Act ”), whether acting in its individual or fiduciary capacity; or
(BP)			
(P)		Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
(BP)			
(P)		Category 3.	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or
(BP)			
(P)		Category 4.	An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
(BP)			
(P)		Category 5.	An investment company registered under the United States Investment Company Act of 1940, as amended; or
(BP)			
(P)		Category 6.	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or
(BP)			
(P)		Category 7.	A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or
(BP)			
(P)		Category 8.	A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S.\$5,000,000; or
(BP)			
(P)		Category 9.	An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S.\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are U.S. Accredited Investors; or
(BP)			
(P)		Category 10.	A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or

(BP)			
(P)		Category 11.	An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S.\$5,000,000; or
(BP)			
(P)		Category 12.	Any director or executive officer of the Corporation; or
(BP)			
(P)		Category 13.	A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds U.S.\$1,000,000; or (Note: For purposes of calculating "net worth" under this category: 1. The person's primary residence shall not be included as an asset; 2. Indebtedness that is secured by the person's primary residence, up to the estimated fair value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and 3. Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.)
(BP)			
(P)		Category 14.	A natural person who had an individual income in excess of U.S.\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S.\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
(BP)			
(P)		Category 15.	A trust, with total assets in excess of U.S.\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or
(BP)			
(P)		Category 16.	Any entity in which all of the equity owners meet the requirements of at least one of the above categories.
(BP)			

Capitalized terms not defined herein shall have the meanings set forth in the Subscription Agreement, including the Exhibits and Appendices attached thereto, to which this Appendix A is attached.

Dated: _____

By: _____
Name:
Title:

**APPENDIX B
TO EXHIBIT 6**

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: _____ [Insert Name of Transfer Agent]
as transfer agent
for the _____ of
Silver Bullet Mines Corp.

Attention: _____

AND TO : Silver Bullet Mines Corp.

The undersigned (a) acknowledges that the sale of _____ of Silver Bullet Mines Corp. (the “**Corporation**”) to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (b) certifies that (1) the undersigned is not an “affiliate” (as that term is defined in Rule 405 under the U.S. Securities Act) of the Corporation, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (B) the transaction was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange or another designated offshore securities market and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace such securities with fungible unrestricted securities and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____
Name of Seller

By: _____
Name
Title:

Exhibit 7

EXISTING SECURITY HOLDER CERTIFICATE

**FOR USE BY CANADIAN RESIDENTS
OTHER THAN PERSONS IN NEWFOUNDLAND AND LABRADOR, CANADA**

TO: Silver Bullet Mines Corp. (the "Corporation")

In connection with the agreement (the "**Subscription Agreement**") to purchase Units by the undersigned subscriber or, if applicable, the principal on whose behalf the undersigned is purchasing as agent (the "**Subscriber**" for the purposes of this Exhibit), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation, both as at the date hereof and as at the Time of Closing that:

1. the Subscriber is either resident in or subject to the laws of the jurisdiction set out on page 1 of the Subscription Agreement;
2. The Subscriber held as of _____, 2022, Common Shares of the Corporation and will continue to hold Common Shares as of the Closing Date;
3. The Subscriber is purchasing as principal; and
4. The Subscriber satisfies one or more of the categories indicated below (please place an "X" on the appropriate line(s)):

_____ Category 1 The Subscriber has obtained advice regarding the suitability of the investment 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 (as such term is defined in National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*) in the jurisdiction in which the Subscriber is resident.

_____ Category 2 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 issued under any Existing Security Holder Exemption in the last 12 months, does not exceed \$15,000.

Terms not specifically defined in this Exhibit have the meanings given to them in this Subscription Agreement.

Dated: _____, 2022

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from the Subscriber)

Title

Exhibit 8

**OFFSHORE REPRESENTATION LETTER
(FOR ALL NON-CANADIAN RESIDENT INVESTORS
EXCLUDING INVESTORS IN THE UNITED STATES)**

TO: Silver Bullet Mines Corp. (the "Corporation")

(Capitalized terms not specifically defined in this Exhibit have the meaning ascribed to them in the Subscription Agreement to which this Exhibit is attached)

In connection with the execution by the undersigned Subscriber of the Subscription Agreement which this Offshore Representation Letter forms a part of, the undersigned Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. The undersigned Subscriber and (if applicable) any other purchaser for whom it is acting hereunder, is resident in the jurisdiction set out on the face page of the Subscription Agreement (the "**International Jurisdiction**") and the undersigned Subscriber certifies that it and (if applicable) any other purchaser for whom it is acting hereunder is not resident in or otherwise subject to applicable securities laws of any province or territory of Canada.
2. The undersigned Subscriber and (if applicable) any other purchaser for whom it is acting hereunder, is a purchaser which is purchasing the Units pursuant to an exemption from any prospectus or securities registration or similar requirements under the applicable securities laws of the International Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject.
3. The purchase of Units by the Subscriber, and any other purchaser for whom it is acting hereunder, does not contravene any of the applicable securities laws in the International Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject and does not result in: (i) any obligation of the Corporation to prepare and file a prospectus, an offering memorandum or similar document; or (ii) any obligation of the Corporation to make any filings with or seek any approvals of any kind from any regulatory body in such jurisdiction or any other ongoing reporting requirements with respect to such purchase or otherwise; or (iii) any registration or other obligation on the part of the Corporation under the applicable securities laws in the International Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject.
4. The Units are being acquired for investment purposes only and not with a view to the resale or distribution of all or any of the Units.
5. The Subscriber, and any other purchaser for whom it is acting hereunder, are knowledgeable of, and have been independently advised as to, the securities laws of the International Jurisdiction or any other securities laws to which the Subscriber and (if applicable) any other purchaser for whom the Subscriber is acting hereunder are otherwise subject.
6. Upon execution of this Exhibit by the undersigned Subscriber, this Exhibit shall be incorporated into and form a part of the Subscription Agreement and the Corporation and its counsel shall be entitled to rely thereon.

Dated: _____, 2022.

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from the Subscriber)

Title

SCHEDULE A

TERMS AND CONDITIONS OF SUBSCRIPTION

Terms of the Offering

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of the Disclosed Principal) that this subscription is subject to acceptance by the Corporation in whole or in part, in its sole and absolute discretion, whether or not acting reasonably.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of the Disclosed Principal) that the Units subscribed for by it hereunder form part of a larger issuance and sale by the Corporation to prospective purchasers of up to 3,000,000 Units (\$600,000) of the Corporation (the "**Offering**"), subject to the Corporation's right to increase the Offering at its sole discretion and that funds will be immediately available for use by the Corporation following the completion of the transaction contemplated hereby. The Units, the Common Shares, the Warrants and the Warrant Shares are sometimes collectively or individually referred to herein as the "**Securities**".
3. In connection with the Offering, the Subscriber acknowledges that the Corporation may pay a finder's fee comprised of a cash commission and non-transferable warrants entitling the holder thereof to purchase common shares of the Corporation, the whole in accordance with the rules and policies of the TSX Venture Exchange.

Representations and Warranties of the Corporation

4. The Corporation hereby represents and warrants to the Subscriber (and acknowledges that the Subscriber is relying thereon) that:
 - (a) the Corporation has the full corporate power and authority to execute and deliver this Subscription Agreement and to issue the Securities to the Subscriber;
 - (b) this Subscription Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms;
 - (c) the execution and delivery of, and the performance of the terms of this Subscription Agreement by the Corporation, including the issue of the Securities, does not and will not constitute a breach of or default under the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement to which the Corporation is a party or by which it is bound; and
 - (d) the Corporation is a duly incorporated and validly subsisting corporation under the laws of its jurisdiction of incorporation and has full corporate power and authority to perform each of its obligations as herein contemplated.
5. If the Subscriber is purchasing the Units pursuant to Subsection 6(d)(vi) hereby under an Existing Securityholder Exemption, the Corporation hereby represents and warrants to the Subscriber that (a) the Corporation's Documents and Core Documents do not contain a misrepresentation; and (b) there is no "material fact" or "material change" (as those terms are defined in applicable securities legislation) related to the Corporation which has not been generally disclosed.

Representations, Warranties and Covenants of the Subscriber

6. The Subscriber (on its own behalf and, if applicable, on behalf of the Disclosed Principal) represents, warrants, acknowledges and covenants to the Corporation and its counsel (and acknowledges that they are relying thereon) both at the date hereof and at the Closing Time (as herein defined) that:
 - (a) it has been independently advised as to restrictions with respect to trading in the Securities imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto, acknowledges that it is aware of the characteristics of the Securities, the risks relating to an investment therein and of the fact that it may not be able to resell the Securities, except in accordance with limited exemptions under applicable securities

legislation until expiry of the applicable restricted period and compliance with the other requirements of applicable law; and it agrees that any certificates representing the Securities will bear the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER CLOSING DATE].”

The Subscriber also acknowledges that the certificates representing the Securities will bear the following legend if it is: (a) a director, officer or promoter of the Corporation; (b) an insider; or (c) if the Securities are at a discount of greater than 10% to the market price:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [DATE THAT IS FOUR MONTHS AND A DAY AFTER THE CLOSING].”

- (b) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document (other than financial statements, interim financial statements or any other document, the content of which is prescribed by statute or regulation and is publicly available on the website www.sedar.com) describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Securities;
- (c) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or other means of telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Securities;
- (d) it is purchasing the Securities as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Securities, it is resident in the jurisdiction set out as the “Subscriber's Address” on the face page hereof and if the Subscriber is acting for a Disclosed Principal, such Disclosed Principal is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to resale or distribution, and is resident in the jurisdiction set forth in the Subscription Agreement as the “Disclosed Principal's Address” of the Disclosed Principal, and either:
 - (i) the Subscriber is subscribing under and is in compliance with the Minimum Amount Investment exemption;
 - (ii) the Subscriber is an Accredited Investor and has concurrently executed and delivered a Certificate in the form attached as Exhibit 3 to this Subscription Agreement and has completed the appropriate Appendices;
 - (iii) the Subscriber is purchasing under the “Employee, Executive Officer, Director and Consultant” exemption, and has concurrently executed and delivered a Representation Letter in the form attached as Exhibit 4 to this Subscription Agreement;
 - (iv) the Subscriber is purchasing under the “Family, Friends and Business Associates” exemption and has concurrently executed and delivered a Certificate in the form attached as Exhibit 5 to this Subscription Agreement and has completed the appropriate Appendices;
 - (v) the Subscriber (i) was offered some of the securities described herein in the United States of America (the “**United States**”) (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), (i) has executed or delivered this Subscription Agreement while

in the United States, (iii) was in the United States when the order was placed to purchase some of the securities described herein, (iv) is a U.S. Person (as defined herein) or (v) is purchasing the securities described herein for the account or benefit of a person in the United States or a U.S. Person, and has completed and signed Exhibit 6 (Representation Letter for U.S. Accredited Investors) and has initialed next to the appropriate category or categories in Appendix A thereto;

- (vi) the Subscriber is purchasing under the Existing Securityholder Exemption and it (or any Disclosed Principal) is resident in or is otherwise subject to the applicable securities legislation of a province or territory of Canada (other than Newfoundland and Labrador), it qualifies for the Existing Securityholder Exemption, it satisfies each of the following conditions, and it has concurrently completed, executed and delivered an Existing Securityholder Certificate in the form attached as Exhibit 7 to this Subscription Agreement and specifically represents and warrants that the information provided in the Existing Securityholder Certificate correctly, and in all respects, describes the Subscriber, and will describe the Subscriber as at the Closing Date, and the Subscriber has so indicated by filling out the Existing Securityholder Certificate:
 - (1) it held Common Shares as of , 2022, and since such date it continues to hold Common Shares; and
 - (2) if the aggregate acquisition cost to the Subscriber for the Units purchased under the Existing Securityholder Exemption, when combined with the acquisition cost to the Subscriber of all other securities of the Corporation acquired under the exemption in the last 12 months, exceeds \$15,000, it has obtained advice regarding the suitability of the investment and, if the Subscriber is resident in a jurisdiction of Canada, that advice is from a person or company registered as an investment dealer (as such term is defined in National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("NI 31-103")) in the jurisdiction in which the Subscriber is resident;
- (vii) if the Subscriber is resident in or otherwise subject to applicable securities legislation of a jurisdiction **other than Canada or the United States**, the Subscriber confirms, represents and warrants that:
 - (1) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities legislation of the jurisdiction in which the Subscriber is resident (the "International Jurisdiction"), and which would apply to the acquisition of the Securities;
 - (2) the Subscriber is purchasing the Securities pursuant to exemptions from prospectus or registration requirements or equivalent requirements under applicable securities legislation or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities legislation of the International Jurisdiction without the need to rely on any exemptions;
 - (3) the applicable securities legislation of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Securities;
 - (4) the purchase of the Securities by the Subscriber does not trigger:
 - (A) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or
 - (B) any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction; and
 - (5) the Subscriber 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 subsections (ii), (iii) and (iv) above to the satisfaction of the Corporation acting reasonably;
- (viii) the Subscriber (or any Disclosed Principal) is purchasing pursuant to an exemption from prospectus and registration requirements (particulars of which have been enclosed herewith by the Subscriber) available to the Subscriber under applicable securities legislation of the jurisdiction of the Subscriber's residence and shall deliver to the Corporation such further particulars of the exemption(s) and the Subscriber's qualifications thereunder as the Corporation or its counsel may request;

- (e) it acknowledges that:
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (ii) there is no government or other insurance covering the Securities;
 - (iii) there are risks associated with the purchase of the Securities; and
 - (iv) the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell Securities through a person or company registered to sell Securities under applicable securities legislation and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (f) it is aware that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities;
- (g) unless Exhibit 6 is executed and delivered and the representations, warranties and covenants are made therein, the Units, the Common Shares and the Warrants have not been offered to the Subscriber in the United States, and the individuals executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (h) unless Exhibit 6 is executed and delivered and the representations, warranties and covenants are made therein, it is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States (a “**U.S. Person**”)) and is not purchasing the Securities on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person;
- (i) it undertakes and agrees that it will not offer or sell the Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Securities, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
- (j) it understands that the Warrants may not be exercised by or on behalf of a U.S. Person or a person in the United States unless an exemption from registration is available under the U.S. Securities Act and any applicable state securities laws and the Corporation has received an opinion of counsel of recognized standing to such effect in form and substance reasonably satisfactory to the Corporation; provided, however, that a holder who is an “accredited investor,” as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act, at the time of exercise of the Warrants and that purchased Units in the offering of Units to, or for the account or benefit of, persons in the United States and U.S. Persons will not be required to deliver an opinion of counsel in connection with the exercise of Warrants that are a part of those Units;
- (k) if the Subscriber is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Subscription Agreement and to perform all of its obligations hereunder, and if it is a body corporate, it is duly incorporated or created and validly subsisting under the laws of the jurisdiction of its incorporation, and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
- (l) if the Subscriber is an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto;

- (m) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (n) in the case of a subscription by it for Securities acting as agent for a Disclosed Principal, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such Disclosed Principal 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 Disclosed Principal and the Subscriber acknowledges that the Corporation is required by law to disclose to certain principal regulatory authorities the identity of the Disclosed Principal for whom the Subscriber may be acting;
- (o) it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and it, or, where it is not purchasing as principal, the Disclosed Principal is able to bear the economic risk of loss of its investment;
- (p) it has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation, such publicly available information having been relied upon by the Subscriber and acknowledges that the Corporation's counsel are acting as counsel to the Corporation and not as counsel to the Subscriber;
- (q) it has no knowledge of a "material fact" or "material change" (as those terms are defined in the applicable securities legislation) in the affairs of the Corporation that has not been generally disclosed to the public;
- (r) the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Securities as may be required;
- (s) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound;
- (t) none of the funds the Subscriber is using to purchase the Securities represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLTFA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's (and if applicable, the Disclosed Principal's) name and other information relating to this Subscription Agreement and the Subscriber's (and if applicable, the Disclosed Principal's) subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge (a) none of the subscription funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or the Subscriber's jurisdiction of residence and domicile, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
- (u) the Subscriber acknowledges that it is solely responsible for and has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for Securities and accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement;
- (v) the Subscriber's offer to subscribe for Securities has not been induced by any representations with regard to the present or future worth of the Securities;
- (w) the Subscriber does not act jointly or in concert with any other person for the purposes of the acquisition of the Securities;
- (x) if the Subscriber, or any person for whom it is contracting hereunder, is a corporation or a partnership, syndicate, trust, association, or any other form of unincorporated organization or organized group of persons,

the Subscriber or such person was not created and is not being used solely to permit purchases of or to hold securities without a prospectus in reliance on a prospectus and registration exemption (including but not limited to the "Minimum Investment Amount" exemption provided under section 2.10 of NI 45-106 or as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106) and it pre-existed the Offering and has a *bona fide* purpose other than investment in the Securities; and

- (y) the Subscriber recognizes and acknowledges that it will only be permitted to exercise or convert that number of Warrants which will result, when such Warrant Shares are issued, in the Subscriber's total shareholdings not exceeding 9.99% of the Corporation's issued and outstanding common shares as of the date of the exercise of such Warrants (the "**Threshold Number**"). The Subscriber therefore expressly authorizes the Corporation to issue only such number of Warrant Shares as will result in the Subscriber holding not more than the Threshold Number and agrees to provide the Corporation with a representation as to the Subscriber's current shareholdings as at the date of any exercise of the Warrants, or of any exercise or conversion of any other convertible securities held by the Subscriber (the "**Additional Convertible Securities**"). The Subscriber may thereafter exercise or convert additional securities, until the expiry of the applicable Additional Convertible Securities, provided that at the time of such exercise or conversion, the Subscriber's shareholdings do not exceed the Threshold Number.

Subscribers Right of Action

7. If the Subscriber purchases the Units:
- (a) pursuant to Subsection 6(d)(iv) and is resident in Alberta, then Part 17.01 of the *Securities Act* (Alberta) applies to the Common Shares and Warrants purchased hereunder;
 - (b) pursuant to Subsection 6(d)(ii) and is resident in Québec, then then Division II of Chapter II of Title VIII of the *Securities Act* (Québec) applies to the Common Share and Warrants purchased hereunder; and
 - (c) pursuant to Subsection 6(d)(vi) and is resident in Ontario, then Part XXIII.1 of the *Securities Act* (Ontario) applies to the Common Shares and Warrants purchased hereunder.
8. If the Subscriber is resident in or otherwise subject to applicable securities legislation of British Columbia, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Northwest Territories, Yukon and Nunavut, and is purchasing the Units pursuant to Subsection 6(d)(vi) hereof under an Existing Securityholder Exemption, the Subscriber has a contractual right of action against the Corporation for rescission or damages, if a Document or Core Document of the Corporation contains a misrepresentation which was not corrected before the Subscriber acquires the Units under the Existing Securityholder Exemption, without regard to whether the Subscriber relied on such misrepresentation (the "**Existing Securityholder Right of Action**").
9. The Existing Securityholder Right of Action:
- (a) 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 this 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, and
 - (B) 3 years after the Subscriber signs this Subscription Agreement;
 - (b) is subject to the defence that the Subscriber had knowledge of the misrepresentation;
 - (c) in the case of a Right of Action for damages, provides that the amount recoverable
 - (i) must not exceed the price at which the Units were offered, and

- (ii) does not include all or any part of the damages that the Corporation proves does not represent the depreciation in value of the Units resulting from the misrepresentation;
- (iii) is in addition to, and does not detract from, any other right of the Subscriber.

Closing

- 10. The Subscriber agrees to deliver to the Corporation, not later than 48 hours before the Closing Date, this duly completed and executed Subscription Agreement in accordance with the “Instructions” appearing on the cover page and payment of the subscription price of the Securities.
- 11. The sale of the Securities pursuant to this Subscription Agreement will be completed at the offices of the Corporation’s legal counsel in Ottawa, Ontario at such time as the Corporation may agree (the “**Closing Time**”) on such date or dates as the Corporation may agree (the “**Closing Date**”). At the Closing Time, the Subscribers shall have delivered and the Corporation shall have received all completed subscription agreements and payment of the aggregate subscription price, against delivery by the Corporation of the certificates representing the Securities.
- 12. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

General

- 13. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Securities. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation in determining the eligibility of a purchaser of Securities and the Subscriber agrees to indemnify the Corporation and its directors, officers, partners, employees and agents against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify the Corporation at its head office, attention of the Chief Financial Officer, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.
- 14. The obligations of the parties hereunder are subject to acceptance of the terms of the Offering by the TSX Venture Exchange and all other required regulatory approvals.
- 15. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Securities to the Subscriber shall be borne by the Subscriber.
- 16. This Subscription Agreement and the Exhibits hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber’s eligibility to purchase the Securities under applicable securities legislation, preparing and registering certificates representing the Securities to be issued to the Subscriber and completing filings required by taxation authorities and any stock exchange or securities regulatory authority. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by the British Columbia Securities Commission, including the publishing or otherwise making available to the public personal information including, for individuals, their name, number and type of securities purchased, the total subscription amount, and their insider or registrant status, if applicable, and for non-individual Subscribers, the above information and their address, contact person name and telephone number and the exemption that the Subscriber is relying on in purchasing the Securities. If the Subscriber is resident in or otherwise subject to the Securities Laws applicable in the Province of Ontario, the information provided by the Subscriber on the face page of this Subscription Agreement identifying the name, address and telephone number of the Subscriber, the number of Securities being purchased hereunder and the total

purchase price as well as the Closing Date and the exemption that the Subscriber is relying on in purchasing the Securities will be disclosed to the Ontario Securities Commission, and such information is being indirectly collected by the Ontario Securities Commission under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario. Each Subscriber (and for certainty, including each Disclosed Principal) hereby authorizes the indirect collection of such information by the Ontario Securities Commission. In the event the Subscriber has any questions with respect to the indirect collection of such information by the Ontario Securities Commission, the Subscriber should contact the Ontario Securities Commission, Administrative Support Clerk at 416-593-3684 or by facsimile at 416-593-8122 or in person or writing at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8. The Subscriber's (and if applicable, the Disclosed Principal's) personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities, (b) the Corporation's registrar and transfer agent, (c) taxation authorities, and (d) any of the other parties involved in the Offering, including legal counsel. By executing this Subscription Agreement, the Subscriber (and if applicable, the Disclosed Principal) is deemed to be consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Subscriber's personal information. The Subscriber (and if applicable, the Disclosed Principal) also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

17. The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
18. Time shall be of the essence hereof.
19. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
20. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent for the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by any party without prior written consent of the other parties.
21. Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
22. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.
23. The Subscriber, on its own behalf and, if applicable, on behalf of the Disclosed Principal, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of the Disclosed Principal.
24. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
25. All notices to be given pursuant to this Subscription Agreement shall be given by registered mail, email or telecopier to the addresses given herein.
26. Unless otherwise indicated, in this Subscription Agreement (including Exhibits), references to "\$" or "Cdn. \$" are to Canadian dollars.

SCHEDULE B

DEFINITIONS

“**Additional Investment in Investment Funds exemption**” refers to the following exemption:

- (a) The prospectus requirement does not apply to a distribution by an investment fund or the investment fund manager of the fund, of a security of the investment fund’s own issue to a security holder of the investment fund if
 - (i) the security holder initially acquired securities of the investment fund as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of the distribution,
 - (ii) the distribution is in respect of a security of the same class or series as the securities initially acquired as described in subsection (i), and
 - (iii) the security holder, as at the date of the distribution, holds securities of the investment fund that have an acquisition cost of not less than \$150,000, or a net asset value of not less than \$150,000;

“**affiliate**” – an issuer is an affiliate of another issuer if:

- (a) one of them is the subsidiary of the other;
- (b) each of them is controlled by the same person.

For the purpose hereof, a person (first person) is considered to control another person (second person) if

- (a) the first person beneficially owns 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.

“**bank**” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“**Canadian financial institution**” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central credit cooperative society for which an order has been made under section 473(1) of that Act, or
- (b) 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;

“**control person**” has the meaning ascribed thereto in applicable securities legislation;

“**Core Document**” has the meaning prescribed under the applicable Existing Securityholder Exemption(s);

“**Debt security**” means any bond, debenture, note or similar instrument representing indebtedness, whether secured or unsecured;

“**Diluted**” means

the total amount of listed shares held by the beneficial holder following the “Undiluted” calculation and any listed shares which would be issued to that beneficial holder on closing if all securities convertible into listed shares (including warrants and convertible securities) and issued under the Offering were converted on closing;

“**director**” means

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“**Document**” has the meaning prescribed under the applicable Existing Securityholder Exemptions;

“**eligibility adviser**” means

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“**executive officer**” means, for an issuer, an individual who is

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (c) performing a policy-making function in respect of the issuer;

“**Existing Securityholder Exemptions**” means the exemptions to prospectus requirements applicable to the Subscriber or the Corporation or both, as required by the context used, as set out in BC Instrument 45-534, Section 3 of Alberta Securities Commission Rule 45-516, section 2.9 of Ontario Securities Commission Rule 45-501, Québec Regulation 45-513, Saskatchewan General Order 45-926, Manitoba Blanket Order 45-501, Nova Scotia Blanket Order 45-525, Prince Edward Island Blanket Order 45-511, New Brunswick Blanket Order 45-505, Yukon Superintendent’s Order 2015/07 Y.S.A., Northwest Territories Blanket Order 45-502 and Nunavut Superintendent’s Blanket Order 45-502;

“**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 legislation; **and specifically excludes real estate**. For the purposes of paragraphs (j) and (j.1) of Exhibit 3, financial assets are those financial assets which are beneficially owned. The following factors are indicative of beneficial ownership of financial assets:

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

Financial assets are generally liquid or relatively easy to liquidate. Realizable value of financial assets generally means the fair market value of the assets that may reasonably be obtained in an orderly liquidation. To satisfy the thresholds in paragraphs (j) and (j.1) above, the value must be net of related liabilities.

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

“founder” means, in respect of an issuer, a person who,

- (a) 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
- (b) at the time of the distribution or trade is actively involved in the business of the issuer;

“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;

“insider” means

- (a) a director or senior officer of an issuer;
- (b) a director or senior officer of a company that is an insider or subsidiary of an issuer;
- (c) a person who beneficially owns or controls, directly or indirectly, Voting Shares carrying more than 10% of the voting rights attached to all Voting Shares of an issuer; or
- (d) the issuer itself if it holds any of its own securities;

“investment fund” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

“Investment Fund Reinvestment exemption” refers to the following exemption:

- (a) Subject to subsections (c), (d), (e) and (f) of this definition, the prospectus requirement does not apply to the following distribution by an investment fund, and the investment fund manager of the fund, to a security holder of the investment fund if the distributions are permitted by a plan of the investment fund:
 - (i) a distribution of a security of the investment fund's own issue if dividends or distributions out of earnings, surplus, capital or other sources payable in respect of the investment fund's securities is applied to the purchase of the security that is of the same class or series as the securities to which the dividends or distributions out of earnings, surplus, capital or other sources are attributable, and
 - (ii) subject to subsection (b), a distribution of a security of the investment fund's own issue if the security holder makes optional cash payments to purchase the security of the investment fund that is of the same class or series of securities described in paragraph (i) that trade on a marketplace.
- (b) The aggregate number of securities issued under the optional cash payment referred to in subsection (a)(ii) must not exceed, in any financial year of the investment fund during which the trade takes place, 2% of the issued and outstanding securities of the class to which the plan relates as at the beginning of the financial year.
- (c) A plan that permits the distributions described in subsection (a) must be available to every security holder in Canada to which the dividend or distribution out of earnings, surplus, capital or other sources is available.
- (d) A person must not charge a fee for a distribution described in subsection (a).
- (e) An investment fund that is a reporting issuer and is a continuous distribution must set out in its current prospectus (i) details of any deferred or contingent sales charge or redemption fee that is payable at the time of the redemption of the security, (ii) any right that the security holder has to make an election to receive cash instead of securities on the payment of a dividend or making of a distribution by the investment fund, and (iii) instructions on how the right referred to in paragraph (ii) can be exercised.

- (f) An investment fund that is a reporting issuer and is not in continuous distribution must provide the information required by subsection (e) in its prospectus, annual information form or a material change report.

“**jurisdiction**” or “**jurisdiction of Canada**” means a province or territory of Canada except when used in the term foreign jurisdiction;

“**local jurisdiction**” means, in a national instrument or multilateral instrument adopted or made by a Canadian securities regulatory authority, the jurisdiction in which the Canadian securities regulatory authority is situate;

“**Minimum Amount Investment exemption**” refers to the following exemption:

- (a) The prospectus requirement does not apply in respect of a distribution in a security to a person if all of the following apply:
- (i) that person is not an individual;
 - (ii) that person purchases as principal;
 - (iii) the security has an acquisition cost to that person of not less than Cdn\$150,000 paid in cash at the time of the distribution;
 - (iv) the distribution is in a security of a single issuer.
- (b) Subsection (a) does not apply to a distribution of a security to a person if the person was created or is used solely to purchase or hold securities in reliance on this exemption from the prospectus requirement set out in subsection (a);

“**mutual fund**” has the meaning ascribed to that term under applicable securities legislation;

“**net assets**” means total assets (including real estate) less total liabilities (including mortgages). For the purposes of paragraph (I) of Exhibit 3, the value attributed to assets should reasonably reflect their estimated fair value and tax is considered a liability to be deducted if the obligation to pay the tax is outstanding at the date of closing of the purchase of the Securities.

“**permitted assign**” means, for a person that is an employee, executive officer, director or consultant of an issuer or of a related entity of the issuer,

- (a) a trustee, custodian or administrator acting on behalf of, or for the benefit of the person,
- (b) a holding entity of the person;
- (c) a RRSP, RRIF, or TFSA of the person;
- (d) a spouse of the person;
- (e) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person,
- (f) a holding entity of the spouse of the person, or
- (g) a RRSP, RRIF or TFSA of the spouse of the person;

“**person**” includes

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and

- (d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

“pro group” means

- (a) Subject to subparagraphs (b), (c) and (d) and (e) “pro group” shall include, either individually or as a group:
 - (i) the Member;
 - (ii) employees of the Member;
 - (iii) partners, officers and directors of the Member;
 - (iv) affiliates of the Member; and
 - (v) Associates of any parties referred to in subparagraphs (i) through (iv).
- (b) The Exchange may, in its discretion, include a person or party in the pro group for the purposes of a particular calculation where the Exchange determines that the person is not acting at arm's length to the Member; and
- (c) The Exchange may, in its discretion, exclude a person from the pro group for the purposes of a particular calculation where the Exchange determines that the person is acting at arm's length of the Member;
- (d) The Exchange may deem a person who would otherwise be included in the pro group pursuant to subparagraph (a) to be excluded from the pro group where the Exchange determines that:
 - (i) the person is an affiliate or associate of the Member is acting at arm's length of the Member;
 - (ii) the associate or affiliate has a separate corporate and reporting structure;
 - (iii) there are sufficient controls on information flowing between the Member and the associate or affiliate; and
 - (iv) the Member maintains a list of such excluded persons;

“promoter” means

- (a) a person or company who, acting alone or in conjunction with one or more other persons, companies or a combination thereof, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of an issuer; or
- (b) a person or company who, in connection with the founding, organizing or substantial reorganizing of the business of an issuer, directly or indirectly, receives in consideration of services or property or both services and property, 10% or more of any class of securities of the issuer or 10% or more of the proceeds from the sale of any class of securities of a particular issue, but a person who receives such securities or proceeds either solely as underwriting commissions or solely in consideration of property shall not be deemed a promoter within the meaning of this definition if such person or company does not otherwise take part in founding, organizing or substantially reorganizing the business;

“regulator” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101, opposite the name of the local jurisdiction;

“related entity” means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;

“related liabilities” means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

“**Schedule III bank**” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“**securities legislation**” means the applicable securities legislation of a jurisdiction of Canada;

“**spouse**” means, an individual who

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

“**Undiluted**” means the total amount of listed shares held by a beneficial holder, including listed shares purchased under the Offering, immediately on closing of the Offering; and

“**Voting Shares**” means a security of an issuer that:

- (a) is not a Debt security; and
- (b) carries a voting right under all circumstances or under same circumstances that have occurred and are continuing.

For the purpose of this Subscription Agreement, for residents of Manitoba, “distribution” means a primary distribution to the public.

For the purpose of this Subscription Agreement, for residents of Québec, “trade” refers to any of the following activities:

- (a) the activities described in the definition of “dealer” in section 5 of the Securities Act (Québec), including the following activities:
 - (i) the sale or disposition of a security by onerous title, whether the terms of payment be on margin, instalment or otherwise, but does not include, a transfer or the giving in guarantee of securities in connection with a debt or the purchase of a security, except as provided in paragraph (b);
 - (ii) participation as a trader in any transaction in a security through the facilities of an exchange or a quotation and trade reporting system;
 - (iii) the receipt by a registrant of an order to buy or sell a security;
- (b) a transfer or the giving in guarantee of securities of an issuer from the holdings of a control person in connection with a debt.