Share Subscription Agreement

This Share Subscription Agreement (the “Agreement”) is made and effective [DATE]

**BETWEEN: [PURCHASER NAME]** (the "Purchaser"), an individual having his principal place of living located at / a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

**AND: [COMPANY NAME]** (the “Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

**RECITALS**

The Purchaser offers to subscribe for [NUMBER] Shares of the Company, [COMPANY NAME], at price [PRICE] per share.

Through this Subscription Agreement, both parties understand and acknowledge that the Company is relying upon the compliance with obligations applicable under state securities laws. Both parties understand and acknowledge that they have read the Private Placement Memorandum; the parties must be familiar with the terms and provisions within.

The parties agree the following:

1. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

The Purchaser represents, warrants to and agrees with the Company:

* 1. The Shares involve a substantial degree of risk for the purchaser as they are speculative investments and recognizes the risk factors related to the purchase of the Shares; these risks are not limited to those outlined in the Private Placement Memorandum.
	2. The Company is currently operating at a loss and may continue to do so for some time.
	3. Transferring Shares is restricted; the investors do not have the right to enforce that the Shares are registered under any particular Code, Act or Law or any State Securities Law. A public market does not exist for the Shares and this is expected to remain unchanged and so it may not be possible for the undersigned to liquidate the undersigned’s investment in the Company.
	4. There have been no findings as to the fairness of the terms of the offering by the federal or state agency.
	5. The Private Placement Memorandum as well as any business plan given prior to the agreement are based on estimates and are forecasts and therefore no guarantee is given that the forecasts come into fruition.
	6. It has not been represented, both explicitly and implicitly, by the Company to the Purchaser that:
		1. The Purchaser will or will not have to remain the owner of the Shares for any period of time
		2. That any return on the investment is not guaranteed.
		3. Any dividends given from the Company’s operations or profits are at the Company’s discretion; dividends need not be given to shareholders by a specific date or at all.
		4. That any specific tax benefits will be realized as a result of the investment in the company.
	7. That the purchaser has received and is familiar with the Private Placement Memorandum and with any written or oral representations made in relation to the Private Placement Memorandum; the Purchaser must have relied on the information within the Private placement Memorandum. Inconsistent representation with the Private Placement Memorandum should not have been made and such information is subordinate to that found within the memorandum.
	8. The Parties are familiar with this Subscription Agreement and all other documents in relation to this agreement.
	9. The Purchaser is agreeing, through this subscription, to a risky investment and therefore consents to bearing a high degree of economic risks; these include but are not limited to a complete loss of investment and the incapability to liquidate the investment whenever desired.
	10. The Purchaser is an “accredited investor”.
	11. The Purchaser is knowledgeable and has experience in financial matters and therefore understands the risks of the investment and by undertaking in this agreement has consented to the risk and has determined that the Shares are a suitable investment.
	12. The communication with regards to the sale of Shares was undertaken in a manner such that the parties were able to ask questions and receive adequate answers allowing the establishment of the terms and conditions of this transaction. That at no time was the Purchaser presented with or solicited by and leaflet, or public promotional meeting, or any media source.
	13. The Purchaser is entering into this agreement solely for the Purchaser’s own account and investment and is not being entered into with the view to or for the resale, distribution, subdivision or fractionalisation. the undersigned will not sell, hypothecate or otherwise transfer the undersigned's Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such laws is available.
	14. The parties confirm that (i) Tax Identification Number set forth is correct and (ii) that the undersigned is not subject to backup withholding either because the undersigned has not been notified that the undersigned is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the undersigned that the undersigned is no longer subject to backup withholding; and
	15. The purchaser understands that the Private Placement Memorandum indicated the Company’s current forecasts under the current business plans however this is subject to change as the business landscape also changes.
1. **INDEMNIFICATION**

The undersigned indemnifies the Company and those under its employ and its agents from legal action arising from (i) misrepresentation, misstatement or omission in, but not limited to, this subscription agreement (ii) litigation or other proceeding brought forward by the Purchaser against an Indemnified Party where the Indemnified Party is the prevailing party.

1. **ENTITY INVESTORS**

If the Purchaser is an entity, trust, pension fund, it must be warranted by the person signing on the entities behalf that (i) the Entity has not been formed or restructured for the purpose of this investment (ii) the undersigned has the authority to sign on behalf of the entity to give force to this Subscription Agreement, and other documents in connection with the transaction. (iii) the all documents executed by the entity are valid and binding documents (iv) the Entity has the authority to invest in the Shares

1. **REVOCATION**

The Purchaser agrees that they cannot revoke this offer to subscribe for [TIME PERIOD] and for this time period remains binding upon heirs, executors, administrators, beneficiaries, successors or assignees.

1. **CERTAIN SECURITIES LAW MATTERS**
	1. The Shares are not permitted to be sold or transferred or pledged upon except when certain conditions are satisfied as specified in this Section.
	2. Each certificate representing (i) the Shares and (ii) any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 5(c) below) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE [ACT, LAW OR CODE]. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.

* 1. The undersigned consents to the Company making a notation on its records and giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 5.
	2. The undersigned agrees to comply in all respects with the provisions of this Section 5. Prior to any proposed sale, assignment, transfer or pledge of any Shares, unless there is in effect a registration statement under the Act covering the proposed transfer, the undersigned thereof shall give written notice to the Company of the undersigned's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at the undersigned's expense evidence satisfactory to the Company the effect that the proposed transfer of the Shares may be effected without registration under the Act or applicable state securities law.
1. **INVESTOR INFORMATION**

The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested below.

Name:

Age:

Social Security Number:

Home Address:

Home Telephone Number:

Firm Name:

Nature of Business:

Position/Title:

Length of Time in Position:

Business Address: Zip Code: Telephone Number:

Send Correspondence to: Home Business

List any business or professional education, indicating degrees received, if any:

My net worth (together with my spouse’s net worth), is in excess of $\_\_\_\_\_\_\_\_\_

For [YEAR] and [YEAR] my actual and for [YEAR] my estimated annual gross income was or is:

[YEAR]: $\_\_\_\_\_\_\_\_\_ [YEAR]: $\_\_\_\_\_\_\_\_\_ [YEAR]: $\_\_\_\_\_\_\_\_\_

Previous Investment Experience in Other Private Offerings of Securities or Other Relevant Experience:

Name of Program 1.

Or Company 2.

 3.

Amount Invested 1.

 2.

 3.

In which state do you currently maintain your primary residence?

Maintain your secondary residence?

Vote?

File income tax returns?

Maintain a driver’s license?

In furnishing the above information, I acknowledge that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that I qualify as a purchaser under applicable securities laws for the purposes of the proposed investment.

1. **WRITTEN NOTICES**

All notices or other communication must be written and delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at the address set forth on the instructions.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE/PROVINCE], without reference to conflict of law principles.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter. This Agreement supersedes any prior understandings or representations. This agreement may only be amended by writing agreed upon by all parties.

1. **ACCEPTATION**

The undersigned acknowledges that the Company may, in its sole and absolute discretion, accept or reject this subscription offer in whole or in part.

1. **CERTIFICATION**

The undersigned represents to you that (i) the information contained herein is complete and accurate on the date hereof and may be relied upon by you and (ii) the undersigned will notify you immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send you written confirmation of such change. The undersigned hereby certifies that he has read and understands the Private Placement Memorandum and this Subscription Agreement.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE [ACT, CODE OR LAW], AS AMENDED (THE “ACT”) AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

COMPANY PURCHASER

Signature Signature

Name and Title Name and Title