PRIMEVESTFUND™

Subscription Agreement
(Accredited Investors)

SUBSCRIPTION FOR UNITS

TO: PRIMEVESTFUND™ (the "Fund")
AND TO: PRIMEVEST CAPITAL CORP. (the "Manager")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase from the Fund Class ____ units of the Fund ("**Units**") for an aggregate consideration of $_____ (the "**Subscription Price**"), on the terms and conditions set out in this subscription agreement (the "**Subscription Agreement**").

[If applicable] The Subscriber has agreed to pay its dealer, broker or other referral agent identified below a sales charge of $_____ (the "**Commission**"). Any sales charge payable is negotiable between the Subscriber and its dealer, broker or other referral agent subject to a maximum of 5% of the Subscription Price.

DATED this_____ day of _____, 202__.

Name of Subscriber (please print)	Subscriber's Address
Subscriber's Tax ID Number	Subscriber's Address (continued)
Subscriber's Email Address	Subscriber's Telephone Number Fax Number
Authorized Signature	Witness (if Subscriber is an individual)
Name and Title of Authorized Signatory (for non-individual Subscribers)	Print Name of Witness

Details of Beneficial Purchaser if Not Same as Subscriber:

Name (please print)	Address
Telephone Number Fax Number	Address (continued)
Email Address	

Registration Instructions:

Name	Address
Account Reference, if applicable	Address (continued)
Telephone Number Fax Number	Email Address

Dealer, Broker or Referral Agent Information:

Dealer Name	Telephone Number	Fax Number
Representative Name	Email Address	
Dealer Number/Representative Number		

Dealer Acknowledgement:

By submitting this completed Subscription Agreement on behalf of the Subscriber, the undersigned hereby acknowledges and confirms that it has taken appropriate steps to ensure that the Subscriber qualifies as an "accredited investor" within the meaning of applicable securities laws. The undersigned further acknowledges and confirms that it has, in relation to the Subscriber, complied with all applicable "know-your-client" and suitability obligations and requirements under applicable securities laws, all applicable identification and information collection obligations under anti-money laundering and anti-terrorist financing legislation, and all applicable due diligence and reporting obligations under the U.S. Foreign Account Tax Compliance Act and the Intergovernmental Agreement between Canada and the United States for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention. The undersigned also agrees to provide any information requested by the Manager to assist it in discharging any obligations it may have under such laws.

Signature of Authorized Signatory	Name and Title of Authorized Signatory

NOTE: To subscribe for Units, the Subscriber must submit a completed and duly executed copy of this Subscription Agreement, Schedule "A" to this Subscription Agreement and, if applicable, Schedule "B" to this Subscription Agreement. A certified cheque, bank draft or wire transfer payable to Primevestfund™, or FundSERV order settlement in the amount of the Subscription Price must accompany this Subscription Agreement.

1. **Offering, Subscription and Closing**. The Units being subscribed for hereunder form part of a continuous monthly offering of Units of the Fund (the "**Offering**"). By executing this Subscription Agreement, the Subscriber irrevocably offers to purchase from the Fund that number of Units and fractions thereof determined by dividing the Subscription Price by the applicable net asset value ("**NAV**") determined as described below (the "**Purchased Units**"), subject to the terms and conditions set out herein. The Subscriber acknowledges that the offer is subject to (a) the acceptance of this subscription by the Manager, on behalf of the Fund, (b) the payment of the Subscription Price by the Subscriber, and (c) certain other terms and conditions as set forth herein and in the information memorandum of the Fund in use as of the date of this Subscription Agreement, as such information memorandum may be amended from time to time (the "**Information Memorandum**"). Upon the Manager's acceptance of this subscription, this Subscription Agreement will constitute an agreement for the purchase by the Subscriber from the Fund and for the Fund to issue and sell to the Subscriber, the Purchased Units on the terms and conditions set forth herein. The sale and purchase of the Purchased Units is subject to and will occur in accordance with the terms and conditions set forth herein.

The Units will be issued under the Offering on a monthly basis at a price equal to the NAV per Unit determined in accordance with the valuation procedures set out in the Information Memorandum. The NAV per Unit will be determined as at 1:00 p.m. (Vancouver time) (the "**Valuation Calculation Time**") on the last Business Day of the Month (the "**Valuation Day**"). Business Day means a day when the Toronto Stock Exchange is open for business. Orders for Units received by the Manager at or prior to 1:00 p.m. (Vancouver time) (the "**Order Receipt Time**") on the date which is three Business Days prior to the Valuation Day (the "**Order Receipt Day**") and accepted by the Manager on behalf of the Fund will be issued at the NAV per Unit determined at the Valuation Calculation Time on the next Valuation Day (the "**Trade Date**"). Subscription orders received after the Order Receipt Time and before or at the next Valuation Calculation Time will be deemed to have been received after such Valuation Calculation Time. This subscription may be accepted in whole or in part by the Manager and the Manager reserves the right to allot to any Subscriber less than the amount of Purchased Units subscribed for. Any decision to accept or reject a subscription received will be made within two Business Days of the Order Receipt Day. Confirmation of acceptance or rejection of this subscription will be forwarded to the Subscriber promptly after the acceptance or rejection of the subscription. If the subscription is rejected, the Subscriber will be advised and within five Business Days after making the decision to reject the subscription, this Subscription Agreement, any other documentation delivered by the Subscriber to the Manager, and the subscription funds comprising such subscription provided to the Manager, including interest earned thereon, if any, will be returned to the Subscriber (directly or if applicable, through the Subscriber's dealer, broker or referral agent).

The sale and delivery of the Purchased Units to the Subscriber or (if applicable) to any beneficial purchaser for whom it is acting, are conditional upon such sale being exempt from the requirement to file a prospectus under any applicable securities laws relating to the sale of Units.

2. **Information Memorandum (Risk Factors, Suitability Determinations), Client Disclosure (Conflicts of Interest Disclosure, Privacy Policy)**. The Subscriber acknowledges receipt of the Information Memorandum, and that it has reviewed the Information Memorandum and in particular, the disclosure therein set out under the heading *Risk Factors and Conflicts of Interest* and *Business of the Fund – Investment Objectives – Suitability Determinations*. The Subscriber also acknowledges receipt of the Manager's Client Disclosure, which includes, among other things, disclosure regarding conflicts of interest and the Manager's current Privacy Policy.

3. **Subscriber's Representations, Warranties and Covenants**. By executing this Subscription Agreement, the Subscriber represents, warrants and covenants (on its own behalf and, if applicable, on behalf of those (including each beneficial purchaser, if any) for whom the Subscriber is contracting hereunder) to and with the Fund and the Manager (and acknowledges that the Fund and the Manager are relying thereon) that:

(a) the Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent, is resident in the province or jurisdiction set out on the first page of this Subscription Agreement as the "Subscriber's Address" or the "Beneficial Purchaser's Address", as the case may be;

(b) the Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent, unless this provision is explicitly waived by the Fund:

(i) is not, and is not purchasing Purchased Units for the account or benefit of, a U.S. Person (as that term is defined in Regulation S ("**Regulation S**") under the United States *Securities Act of 1933* (the "**1933 Act**")) or for resale in the United States (as "**United States**" is defined in Regulation S);

(ii) was not offered the Purchased Units in the United States;

(iii) at the time the purchase order originated was outside the United States, and did not execute or deliver this Subscription Agreement or related documents in the United States; and

(iv) acknowledges that the Purchased Units have not been, nor will they be, registered under the 1933 Act or the securities laws of any state in the United States, and may not be offered or sold in the United States or to a U.S. Person, without registration or an exemption from registration under the 1933 Act and applicable state securities laws and agrees not to offer or sell the Purchased Units in the United States or to a U.S. Person, without registration or an exemption from registration under the 1933 Act and applicable state securities laws;

(c) the Subscriber:

(i) is purchasing the Purchased Units as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Purchased Units, and is an "accredited investor" as defined in National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") and (A) has completed and executed Schedule "A" to this Subscription Agreement to confirm the specific category(ies) under which it so qualifies as an "accredited investor", and (B) if the Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule "A", has completed and executed the risk acknowledgement attached as Schedule "B" to this Subscription Agreement; or

(ii) is purchasing the Purchased Units as agent or trustee for a disclosed beneficial purchaser and each such beneficial purchaser for whom it may be acting is purchasing the Purchased Units as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Purchased Units, and each such principal complies with sub-paragraph 2(c)(i) above;

(d) the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent, is purchasing the Purchased Units for investment only and not with a view to resale or distribution of all or any of the Purchased Units;

(e) the Subscriber: (i) has received a copy of the Information Memorandum; (ii) has reviewed the Information Memorandum, and in particular, the disclosure therein set out in the section entitled "Risk Factors"; (iii) has had access to all information regarding the Fund and the Manager that the Subscriber reasonably considers important in making the decision to purchase the Purchased Units; and (iv) has had the opportunity to ask questions of the Fund's representatives and the Manager's representatives concerning such matters and the investment hereunder;

(f) the Subscriber is aware of the characteristics of the Purchased Units and of their speculative nature, as well as of the fact that the Purchased Units cannot be sold or otherwise disposed of except in accordance with the provisions of the trust indenture governing the Fund and applicable securities laws;

(g) if the Subscriber is an individual and a resident of Canada, the Subscriber agrees not to bequeath any of the Purchased Units by last will and testament to any person who is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(h) the subscription for the Purchased Units by the Subscriber is compliant with all requirements of the applicable laws of the jurisdiction(s) in which it is resident or to which it is subject and no approvals will be required under the laws of such jurisdiction(s) in connection with the purchase by it of the Purchased Units hereunder;

(i) if the Subscriber is a resident of or otherwise subject to the securities legislation of a jurisdiction other than Canada (a "**Foreign Jurisdiction**"):

A. the delivery of this subscription, the acceptance of it by the Manager and the issuance of the Purchased Units complies (or will comply) with all applicable laws of the Foreign Jurisdiction and all other applicable laws and will not cause the Fund to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable laws;

B. the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the Foreign Jurisdiction, if any, which would apply to this subscription;

C. the Subscriber is purchasing the Purchased Units pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the Foreign Jurisdiction or, if such is not applicable, is permitted to purchase the Purchased Units under the applicable securities laws of the Foreign Jurisdiction without the need to rely on an exemption;

D. the applicable securities laws of the Foreign Jurisdiction do not (or will not) require the Fund to make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the Foreign Jurisdiction with respect to the purchase by the Subscriber of the Purchased Units; and

E. if requested by the Manager, has provided the Manager with an opinion of legal counsel in a form satisfactory to it, confirming the above matters;

(j) if the Subscriber or any beneficial purchaser for whom the Subscriber is acting as trustee or agent, is not an individual but is a corporation, syndicate, partnership, trust, association, or any other form of unincorporated organization or organized group of persons, it has not been created solely or used primarily to permit a group of persons to purchase securities without the use of a prospectus by the issuer in reliance on a prospectus exemption, it pre-existed the offering of Purchased Units and has a bona fide purpose other than investment in the Purchased Units;

(k) 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 and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at law);

(l) if the Subscriber is a corporation, the Subscriber is a duly incorporated and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof and this Subscription Agreement has been duly executed and delivered by the Subscriber and is legal, valid and binding obligation of, enforceable against the Subscriber, or, if the Subscriber is a partnership, syndicate, trust or other form of unincorporated organization or an individual, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and

this Subscription Agreement has been duly executed and delivered by the Subscriber and is legal, valid and binding obligation of, enforceable against the Subscriber;

(m) if the Subscriber is an individual, the Subscriber has attained the age of majority in British Columbia or such other jurisdiction where the Subscriber resides and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;

(n) if the Subscriber is acting as trustee or agent on behalf of a beneficial purchaser, the Subscriber is the duly authorized trustee or agent of such beneficial purchaser with due and proper power and authority to execute and deliver, on behalf of each such beneficial purchaser, this Subscription Agreement and all other documentation in connection with the purchase of the Purchased Units hereunder, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such beneficial purchaser were the Subscriber and the Subscriber's actions as trustee or agent are in compliance with applicable law and the Subscriber acknowledges that the Fund is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Purchased Units for whom it may be acting;

(o) if the Subscriber is purchasing as an agent or trustee for accounts that are fully managed by it, the Subscriber acknowledges that since it is deemed to be purchasing securities as principal under applicable securities legislation it is bound by the provisions of such legislation as though it were the sole beneficial owner of the said securities, and the Subscriber undertakes to comply with all provisions of the applicable securities legislation relating to ownership of, and trading in, securities;

(p) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to the Subscriber or any beneficial purchaser for whom the Subscriber is acting as trustee or agent, or any of its constating documents, or of any agreement to which it is a party or by which it is bound;

(q) the Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent, acknowledges that in connection with the purchase hereunder it has received no advice as to tax or legal ramifications of this Subscription Agreement from the Fund or Manager and has been advised to seek independent advice from its legal, accounting and tax advisors prior to entering into this Subscription Agreement;

(r) the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or an agent acknowledges there is no assurance that the Fund's investment approach will be successful or that its investment objectives will be attained;

(s) the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent is familiar with the investment objectives of the Fund and has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder and is able to bear the risk of loss of their entire investment;

(t) the Subscriber and each beneficial purchaser, if any, for which the Subscriber is acting as trustee or agent, acknowledges that there is no market for any Purchased Units that may be issued hereunder and that no market for such Purchased Units may ever exist;

(u) the Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent, has been independently advised as to the applicable resale restrictions, including hold periods imposed in respect of the Purchased Units and, except as set out in the Information Memorandum, confirms that no representation has been made respecting the applicable resale restrictions for the Purchased Units. The Fund is not under any obligation to qualify the resale of the Purchased Units under a prospectus or assist the Subscriber in complying with any exemption from the prospectus requirement or resale restrictions set out under applicable securities laws;

(v) the Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent, has relied solely upon the Information Memorandum of the Fund and not upon any verbal or other written representation as to fact or otherwise made by or on behalf of the Fund or the Manager or any employees, agents or affiliates thereof;

(w) the offering and sale of the Purchased Units to the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent, was not made or solicited through, and the Subscriber and each such beneficial purchaser is not aware of, an advertisement of the Units in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications, including electronic display (such as the Internet), or any other form of advertisement or general solicitation and, except for this Subscription Agreement, the only documents delivered or otherwise furnished to the Subscriber and such beneficial purchaser in connection with such offering and sale were copies of the Information Memorandum concerning, and issued by, the Fund;

(x) the Purchased Units are not being purchased by the Subscriber or any beneficial purchaser for whom the Subscriber is acting as trustee or agent as a result of any verbal or written representation as to fact or otherwise except as set out in the Information Memorandum, and is based entirely upon the Information Memorandum concerning, and issued by, the Fund**,** and no verbal or written representations has been made by or on behalf of the Fund, the Manager or any other person:

(i) that any person will resell or repurchase the Purchased Units or refund all or any of the purchase price of the Purchased Units other than in accordance with their terms;

(ii) that the Units will be listed and posted for trading on a stock exchange or that application has been made for such a listing;

(iii) that the Fund will ever become a reporting issuer; or

(iv) as to the future price or value of the Units;

(y) the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent, acknowledges that because this Subscription Agreement is being made pursuant to prospectus exemptions available under applicable securities laws:

(i) it is restricted from using certain of the civil remedies available under the applicable securities laws;

(ii) it may not receive information that might otherwise be required to be provided to it under the applicable securities laws if the exemptions were not being used; and

(iii) the Fund is relieved from certain obligations that would otherwise apply under the applicable securities laws if the exemptions were not being used;

(z) the Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent,

(i) acknowledges that the Purchased Units purchased hereunder are subject to resale restrictions imposed under applicable securities laws and the rules of regulatory bodies having jurisdiction; and

(ii) agrees not to resell the Purchased Units, except in accordance with the provisions of applicable securities legislation;

(aa) the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent, acknowledges that:

(i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;

(ii) there is no government or other insurance covering the Units;

(iii) there are risks associated with the purchase of the Purchased Units;

(iv) there are restrictions on its ability to resell the Purchased Units and it is its responsibility to find out what those restrictions are and to comply with them before selling the Purchased Units; and

(v) it has been advised that the Fund is relying on an exemption from the requirements to provide it with a prospectus and, as a consequence of acquiring the Purchased Units pursuant to this exemption, certain protections, rights and remedies provided by the securities legislation, including statutory rights of rescission or damages in relation to a prospectus, will not be available to it;

(bb) the Subscriber and each beneficial purchaser, if any, for whom the Subscriber is acting as trustee or agent, will execute, deliver, file and otherwise assist the Fund and Manager in filing, such reports, undertakings and other documents required by applicable securities legislation, policy or order or by any securities commission or other regulatory authority with respect to the issue of the Purchased Units; and

(cc) the funds representing the Subscription Price which will be advanced by the Subscriber to the Fund hereunder will not represent proceeds of crime for the purposes of the *Proceeds of the Crime (Money Laundering) Act* (Canada) (the "**PCMLA**") and the Subscriber acknowledges that the Fund may in the future be required by law to disclose the Subscriber's name and other information relating to this subscription, on a confidential basis, pursuant to the PCMLA. To the best of the Subscriber's knowledge, none of the funds representing the Subscription Price 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 laws of Canada, the United States or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber shall promptly notify the Fund if the Subscriber discovers that any of such representations ceases to be true, and provide the Fund with appropriate information in connection therewith.

The Subscriber, on its own behalf or on behalf of each beneficial purchaser, if any, for whom it is acting as trustee and agent agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this Subscription Agreement and as of the closing of the purchase of the Purchased Units and will survive the purchase of the Purchased Units hereunder and will continue in full force and effect notwithstanding any subsequent disposition of the Purchased Units.

4. **Acknowledgements**. The foregoing representations, warranties and covenants (including those made in any Schedules attached hereto) are made by the Subscriber on its behalf and on behalf of each beneficial purchaser, if any, for whom it is acting as trustee or agent, with the intent that they be relied upon by the Fund and the Manager in determining the eligibility of the Subscriber and each such beneficial purchaser as a purchaser of Purchased Units and the Subscriber and others for whom the Subscriber is contracting hereunder hereby agrees to indemnify and hold harmless the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur, caused or arising from directly or indirectly reliance thereon. The Subscriber undertakes to notify the Fund and the Manager immediately of any change in any representation, warranty or other information relating to the Subscriber or such beneficial purchaser set forth herein (including those made in any Schedules attached hereto) which takes place prior to or on the Trade Date.

5. **Delivery of Subscription Agreement and Payment**. The Subscriber agrees to deliver or cause to deliver as soon as possible to the Manager the following:

(a) this completed and duly executed Subscription Agreement;

(b) a completed and duly executed Certificate of Accredited Investor (in the form attached hereto as Schedule "A");

(c) if the Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule "A", a completed and duly executed Risk Acknowledgement (in the form attached hereto as Schedule "B");

(d) unless other arrangements acceptable to the Manager are made, a certified cheque, bank draft or wire transfer made payable to "Primevestfund™" representing the Subscription Price payable by the Subscriber for the Purchased Units and if applicable, the Commission as may be payable to the Subscriber's dealer, broker or referral agent; and

(e) such other documents as may be required as contemplated herein or required under applicable securities laws.

The Subscriber and each beneficial purchaser, if any, for whom it is acting as trustee or agent, acknowledges and agrees that such other documents, when executed and delivered by the Subscriber or the beneficial purchaser, as the case may be, will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Subscriber hereunder in favour of the Fund and the Manager and agrees that such representations, warranties and covenants will be true and correct both as of the execution of this Subscription Agreement and as of the Trade Date and will survive the purchase of the Purchased Units hereunder and shall continue in full force and effect notwithstanding any subsequent disposition of the Purchased Units. The Subscriber and each such beneficial purchaser consents to the filing of any such documents as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby.

6. **Rights of Action**. If the Subscriber is a Canadian resident, the Subscriber is entitled to certain rights of action for damages or rescission in the event of a misrepresentation in the Information Memorandum or any amendment thereto, as further described in the Information Memorandum.

7. **Costs**. All costs and expenses incurred by the Subscriber and any beneficial purchaser for whom it is acting as trustee or agent (including any fees and disbursements of any special counsel obtained by it) relating to the sale of the Purchased Units hereunder shall be borne by the Subscriber.

8. **Collection, Use and Disclosure of Personal and Other Information**. The Subscriber acknowledges that the Manager (directly and indirectly through the Manager's service providers) will collect, use and disclose information (including personal information) about the Subscriber and other individuals associated with the Subscriber (including the Subscriber's representatives, if applicable) in connection with the Subscriber's investment in the Fund, including: (a) to administer and manage the Fund and the Subscriber's investment in the Fund; (b) to comply with legal, regulatory, self-regulatory, security and audit requirements (including applicable tax, securities, anti-money laundering or anti-terrorism laws); and (c) as otherwise permitted or required by law; including disclosures of information to tax, securities and other regulatory or self-regulatory authorities in Canada and foreign jurisdictions (if applicable) in connection with their mandate. The Subscriber consents, and represents and warrants that each individual associated with the Subscriber consents, to the Manager's collection, use and disclosure of information as set out above.

Further, to the extent that the Subscriber is an individual, the Subscriber acknowledges that it has been notified (a) that delivery is required to be made to certain securities regulatory authorities or regulators of certain personal information regarding the Subscriber including, without limitation, the Subscriber's name, address, telephone number and email address, the number and type of securities purchased by the Subscriber, the date of the purchase and the amount paid by the Subscriber, the prospectus exemption relied upon to distribute securities to the Subscriber, and whether or not the Subscriber is registered under the securities legislation of any province or territory of Canada, (b) that the personal information is being collected by the securities regulatory authorities or regulators under the authority granted to such regulatory authorities or regulators in securities legislation and is being collected for the purposes of

the administration and enforcement of the securities legislation of the local jurisdiction, and (c) of the title, business address and business telephone number of the public official in the Subscriber's local jurisdiction who can answer questions about the applicable security regulatory authorities' or regulators' indirect collection of information, as set out in **Schedule "C"**. The Subscriber hereby authorizes the indirect collection of information by the securities regulatory authorities or regulators.

9. **Privacy Policy**. Without limiting section 8 above, to the extent the Subscriber or the Subscriber's representatives provides the Manager with personal information about any individual (including the Subscriber or any of the Subscriber's representatives, if applicable), the Subscriber consents, and represents and warrants that each individual consents, to the Manager's collection, use and disclosure of the personal information in accordance with the Manager's Privacy Policy (as revised from time to time) on the Manager's website at www.primevestcapital.ca.

10. **Execution of Subscription Agreement**. The Fund and the Manager shall be entitled to rely on delivery by facsimile machine or scanned email of an executed copy of this Subscription Agreement, and acceptance by the Fund of such facsimile copy or scanned electronic copy shall be equally effective to create a valid and binding agreement between the Subscriber (and any person on whose behalf the Subscriber is contracting) and the Fund in accordance with the terms hereof.

11. **Counterparts**. This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

12. **Governing Law**. This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to principles of conflicts of law. The Subscriber on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder irrevocably attorns to the jurisdiction of the courts in the Province of British Columbia, with respect to matters arising out of this Subscription Agreement.

13. **Successors and Assigns**. The terms and conditions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber, the Fund and the Manager and their respective successors and assigns. Except as otherwise provided in this Subscription Agreement, this Subscription Agreement shall not be assignable or transferable by any party without the written consent of the other parties hereto.

14. **Entire Agreement and Headings**. This Subscription Agreement (including the schedules hereto) contains 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. This Subscription Agreement may be amended or modified in any respect by written instrument only executed by all the parties herein. The headings contained herein are for convenience only and shall not affect the meanings or interpretation hereof. Words imparting the neuter gender include the masculine and feminine gender and words in the singular include the plural and vice versa.

15. **Survival**. This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the Subscriber notwithstanding the completion of the purchase of the Purchased Units by the Subscriber pursuant hereto, the completion of the Offering of Purchased Units of the Fund and any subsequent disposition by the Subscriber of the Purchased Units.

16. **Currency**. All dollar amounts referred to herein are in Canadian dollars.

17. **Statutory References**. Any reference to a statute or enactment herein is a reference to a statute or enactment as amended.

18. **Time of Essence**. Time shall be of the essence in this Subscription Agreement.

19. **Notice**. Any notice or other communication to be given hereunder shall be delivered:

(a) in the case of the Fund or the Manager, to:

Primevestfund™
c/o Primevest Capital Corp.
Suite 1730 – 400 Burrard Street
Vancouver, British Columbia V6C 3A6

Attention: Ryaz Shariff

Facsimile No.: (604) 683-7026

(b) in the case of the Subscriber, to the address or facsimile number set out on the first page of this Subscription Agreement.

Any such notice or other communication shall be in writing and may be given by facsimile or delivery, and shall be deemed to have been given 12 hours after being faxed or upon receipt by a responsible officer of the addressee if delivered.

20. Language (Québec residents only – Résidents du Québec seulement). The Subscriber acknowledges having been offered the choice to enter into this Subscription Agreement in English or in French, and having expressly requested to enter into this Subscription Agreement in English. Therefore, the parties hereto expressly agree and acknowledge that it is their express wish that this Subscription Agreement and the Information Memorandum, as well as any other documents relating thereto, be drawn up in the English language. *Vous reconnaissez que vous vous êtes fait offrir le choix de conclure la présente convention de souscription en anglais ou en français, et que vous avez expressément demandé à ce qu'elle soit en anglais. Par conséquent, les parties aux présentes consentent expressément et reconnaissent qu'il est de leur volonté expresse que cette convention de souscription et la notice d'offre, de même que tout autre document qui s'y rapporte, soient rédigés en anglais.*

21. Effective Date. This Subscription Agreement is intended to and shall take effect on the date the Subscription Agreement was accepted by the Fund below, notwithstanding the actual date of execution or delivery by the Subscriber.

ACCEPTANCE

The foregoing is acknowledged, accepted and agreed to by the undersigned in Vancouver, British Columbia, as of this _____ day of _____, _____.

PRIMEVESTFUND™ by its Manager,
PRIMEVEST CAPITAL CORP.

Per: _____
Authorized Signatory
Name:
Title:

SCHEDULE "A"

CERTIFICATE OF ACCREDITED INVESTOR

(To be completed by each Subscriber)

TO: PRIMEVESTFUND™ (the "Fund")

AND TO: PRIMEVEST CAPITAL CORP. (the "Manager")

In connection with the proposed purchase of units of the Fund (the "**Units**"), the undersigned represents and warrants that the undersigned has read the following definitions of an "accredited investor" (from National Instrument 45-106 *Prospectus Exemptions* or section 73.3(1) of the *Securities Act* (Ontario)) and certifies that the undersigned is: (a) purchasing the Units as principal for its own account and not for the benefit of another and is an accredited investor as indicated below **[check one or more, as applicable]** or, (b) purchasing the Units as agent or trustee for a **disclosed** beneficial purchaser, 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 as indicated below **[check one or more, as applicable]**:

☐ (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;

☐ (a.1) in Ontario, (A) a bank listed in Schedule I, II or III to the *Bank Act* (Canada); (B) an association to which the *Cooperative Credit Association Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that *Securities Act* (Ontario); or (C) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;

☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

☐ (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;

☐ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

☐ (e) an individual registered under the securities legislation of a jurisdiction of Canada, as a representative of a person referred to in paragraph (d);

☐ (e.1) an individual formerly registered under the securities legislation of a province or territory 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);

☐ (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;

☐ (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 Montreal or an intermunicipal management board in Quebec;

☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

☐ (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;

☐ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds $1,000,000; *[Note to Subscriber: Real estate is not a "financial asset" and must be excluded from this calculation.]*

☐ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $5,000,000; *[Note to Subscriber: If individual accredited investors*

wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialled or otherwise marked.]

☐ (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; *[Note to Subscriber: If individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialled or otherwise marked.]*

☐ (l) an individual who, either alone or with a spouse, has net assets of at least $5,000,000; *[Note to Subscriber: If individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under (t) below, which must be initialled or otherwise marked.]*

☐ (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;

☐ (n) an investment fund that distributes or has distributed its securities only to

(i) a person that is or was an accredited investor at the time of the distribution,

(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 (*Minimum amount investment*) of NI 45-106, or 2.19 (*Additional investment in investment funds*) of NI 45-106, or

(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 (*Investment fund reinvestment*) of NI 45-106;

☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

☐ (p) 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; *[Note to Subscriber: A trust company or trust corporation described in (p) is deemed to be purchasing as principal, unless the trust company or trust corporation is registered under the laws of Prince Edward Island and is not registered or authorized under the Trust and Loan Companies Act (Canada) or under comparable]*

☐ (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;

☐ (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;

☐ (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;

☐ (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;

☐ (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;

☐ (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 for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

Definitions

For the purposes of this certificate, the following definitions and guidance apply:

"**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 cooperative credit 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 same meaning as in the applicable securities laws, rules, regulations or policies.

"**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;

"**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 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;

"**financial assets**" means (a) cash, (b) securities, or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

"**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;

"**investment fund**" means a mutual fund or a non-redeemable investment fund*;*

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

"**local jurisdiction**" means the jurisdiction in which the Canadian securities regulatory authority is situate;

"**mutual fund**" includes an issuer of securities that entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in a part of the net assets, including a separate fund or trust account, of the issuer of the securities;

"**net assets**" involves a consideration of all of an investor's total assets minus the investor's total liabilities. For example, for the purposes of calculating "net assets" the calculation of total assets would include the value of an investor's personal

residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the investor's personal residence;

"**non-redeemable investment fund**" means an issuer

(a) whose primary purpose is to invest money provided by its securityholders,

(b) that does not invest, (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and

(c) that is not a mutual fund;

"**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;

"**regulator**" means, for the local jurisdiction, the Executive Director, Director, Director of Securities, Superintendent, Registrar or Authorité des marches financiers, as defined under securities legislation of the local jurisdiction;

"**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 securities legislation as such term is defined in National Instrument 14-101 *Definitions;*

"**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), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

"**subsidiary**" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

Control

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

(a) the first person beneficially owns or directly or indirectly 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.

* * *

The Subscriber has executed this Certificate as of the _____ day of _____, 20____.

For Individual Subscriber

_____
Signature of Subscriber

_____
Name Subscriber

For Entity Subscriber

_____
Name of Entity

By: _____
Signature

_____
Name and Title of Authorized Signatory

SCHEDULE "B"

RISK ACKNOWLEDGEMENT

(To be completed by each Subscriber and his or her salesperson if the Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule "A"; for greater certainty, Subscribers referred to in paragraph (j.1) of Schedule "A" do not need to complete this form)

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: Trust units	Issuer: Primevestfund™
Purchased from: Primevestfund™	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	**Your initials**
Risk of loss – You could lose your entire investment of $_____. *[Insert total dollar amount of the investment.]*	
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**
• 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.)	
• 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.	
• 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.	
• 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	
[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 Manager, a registrant or a person who is exempt from the registration requirement.]	
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	
Primevestfund™ c/o Primevest Capital Corp. Suite 1730 – 400 Burrard Street Vancouver, British Columbia, V6C 3A6 Telephone: (604) 630-7011 E-mail address: info@primevestcapital.ca Fax: (604) 683-7026 **For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.**	

SCHEDULE "C"

PUBLIC OFFICIAL CONTACTS FOR QUESTIONS REGARDING COLLECTION OF INFORMATION

The following public officials can answer questions about the security regulatory authority's or regulator's indirect collection of personal information:

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082
Public official contact regarding indirect collection of information:
FOIP Coordinator

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection of information:
FOI Inquiries

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330
Public official contact regarding indirect collection of information:
Director

Financial and Consumer Services Commission (New Brunswick)
85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca
Public official contact regarding indirect collection of information:
Chief Executive Officer and Privacy Officer

Government of Newfoundland and Labrador
Office of the Superintendent
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-2571
Facsimile: (709) 729-6187
Public official contact regarding indirect collection of information:
Superintendent of Securities

Government of the Northwest Territories
Office of the Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 767-9305
Facsimile: (867) 873-0243

Government of Nunavut Office of the Superintendent of Securities
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594
Public official contact regarding indirect collection of information:
Superintendent of Securities

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information:
Inquiries Officer

Prince Edward Island Securities Office
95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283
Public official contact regarding indirect collection of information:
Superintendent of Securities

Autorité des marchés financiers
800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers); fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)
Public official contact regarding indirect collection of information:
Corporate Secretary

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899
Public official contact regarding indirect collection of information:
Executive Director, Securities Division

Office of the Superintendent of Securities
Government of Yukon
Department of Community Services
307 Black Street, 1st Floor
P.O. Box 2703, C-6
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5466
Facsimile: (867) 393-6251
Email: securities@yukon.ca

Public official contact regarding indirect collection of information:
Superintendent of Securities

Nova Scotia Securities Commission
Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625
Public official contact regarding indirect collection of information:
Executive Director

Public official contact regarding indirect collection of information:
Superintendent of Securities