

SUBSCRIPTION INSTRUCTIONS

To subscribe for units (the “**Units**”) of True Leaf Brands Inc. (the “**Company**”) in reliance on the applicable prospectus exemptions under *National Instrument 45-106 - Prospectus Exemptions* (“**NI 45-106**”), a prospective investor must deliver the applicable documents set forth below:

A. All Subscribers:

Complete and sign the Face Page and make payment of the aggregate subscription amount to True Leaf Brands Inc.

B. Canadian Subscribers:

- (a) If the Subscriber is not an individual, is investing CAD \$150,000, and purchasing Units under the Minimum Amount Investment under Section 2.10 [Minimum Amount Investment] of NI 45-106, complete and sign the Minimum Amount Certificate attached as Appendix A.
- (b) If the Subscriber is purchasing Units under the Accredited Investor exemption provided for by Section 2.3 [Accredited Investor] of NI 45-106, complete and sign the Accredited Investor Certificate attached as Appendix B, and if applicable, the Accredited Investor Risk Acknowledgement attached as Appendix C.
- (c) If the Subscriber is purchasing Units under the Offering Memorandum exemption provided for by Section 2.9 [Offering Memorandum] of NI 45-106, complete and sign the Offering Memorandum Risk Acknowledgement attached as Appendix D-1 if the Subscriber has not obtained advice from a registrant or D-2 if the Subscriber has obtained advice from a registrant and if the Subscriber is resident in Alberta, New Brunswick, Nova Scotia, Ontario, or Saskatchewan, Schedule A and Schedule B of Appendix D-1 and D-2.
- (d) If the Subscriber is purchasing Units under the Offering Memorandum exemption provided for by Section 2.9 [Offering Memorandum] of NI 45-106 and is resident in a jurisdiction other than British Columbia or Newfoundland and Labrador, complete and sign the Eligible Investor Status Certificate attached as Appendix E and the Eligible Investor Representation Letter attached as Schedule A to Appendix E.
- (e) If the Subscriber is purchasing the Units under the Close Family, Friends and Business Associates exemption provided by Sections 2.5, 2.6, or 2.6.1 Section 2.9 [Family, Friends and Business Associates], a duly completed Appendix F - Close Family, Friend or Business Associate Certificate and if: (i) resident in Saskatchewan the Schedule A - Family, Friend or Business Associate – Risk Acknowledgement Form; resident in Ontario the Schedule B - Family, Friend and Business Associate Investors – Risk Acknowledgement Form.
- (f) The Units are not being offered to residents of Québec.

C. Non-U.S. and Non-Canadian Subscribers

Complete and sign the Accredited Investor Certificate attached as Appendix B, if applicable, the Accredited Investor Risk Acknowledgement attached as Appendix C and the Offshore Investor Certificate appended as Appendix G.

D. United States Subscribers

For U.S. Persons or those subscribing for the account or benefit of a U.S. Person or a person in the United States (as such terms are defined in Regulation S under the U.S. Securities Act of 1933), complete and sign the Accredited Investor Certificate attached as Appendix B, if applicable, the Accredited Investor Risk Acknowledgement attached as Appendix C and the U.S. Accredited Investor Certificate appended as Appendix H.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED AND SOLD, DIRECTLY OR INDIRECTLY IN THE UNITED STATES OR BY OR TO OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON (AS DEFINED IN REGULATION S PROMULGATED UNDER THE U.S. SECURITIES ACT) WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

SUBSCRIBER INFORMATION

TO: True Leaf Brands Inc. (the “Company”)

The undersigned (the “Subscriber”) hereby irrevocably subscribes for and agrees to purchase the number of units of the Company (“Units”) at CAD \$0.40 per Unit for the aggregate subscription price set out below (“Subscription Amount”). The Subscriber agrees to be bound by the terms and conditions set forth in the attached Terms and Conditions (which together with this Face Page and attached Schedules, constitute the “Subscription Agreement”). The Subscriber further agrees, without limitation, that the Company may rely on the Subscriber’s representations, warranties and covenants contained in such documents. This subscription is irrevocable and subject to acceptance or rejection by the Company, in whole or in part.

Information about Subscriber	
Subscriber’s Full Legal Name (please print)	
Subscriber’s Street Address	
Subscriber’s City, Province/State and Postal/Zip Code	
Telephone Number	Email Address – Required
By: _____ Authorized Signature	
Officiate Capacity or Title (if applicable)	
Print Signatory Name if different from Subscriber’s above.	

Information about Subscription
Number of Units Subscribed for: _____
Aggregate Purchase Price: \$ _____

If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the 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 or Section 73.3 of the *Securities Act* (Ontario), complete the following to ensure that the applicable Exhibits are completed in respect of such principal (“Disclosed Beneficial Purchaser”).

Name of Principal	
Principal’s Street Address	
Principal’s City, Province/State and Postal/Zip Code	
Principal’s Telephone Number	Principal’s Email Address

Registration Instructions (if different than above)	
Registration Name	
Account reference, if applicable	
Registration Street Address	
Registration City, Province/State and Postal/Zip Code	
Telephone Number	Email Address - Required

Delivery Instructions (if different from Registration)	
Name of Party Securities to be Delivered	
Account reference, if applicable	
Delivery Street Address	
Delivery City, Province/State and Postal/Zip Code	
Telephone Number	Email Address – Required

Subscriber’s Status (Required)
Subscriber a Registrant: <input type="checkbox"/> Yes <input type="checkbox"/> No (as defined herein)
Subscriber is an Insider: <input type="checkbox"/> Yes <input type="checkbox"/> No (as defined herein)

Investment Advisor and Portfolio Manager Use Only

Dealer/Rep Number: _____ IA/PM Name: _____
Dealer Name: _____ IA/PM Number: _____

By submitting this completed Subscription Agreement on behalf of the Subscriber, the undersigned hereby acknowledges and confirms that, if the Subscriber has made a representation in the Subscription Agreement as to its status as an “eligible investor” and/or “accredited investor” within the meaning of applicable securities laws, the undersigned has taken appropriate steps to ensure the Subscriber’s status as such. 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 Part XVIII and Part XIX of the Income Tax Act (Canada). The undersigned also agrees to provide any information requested by the Company to assist it in discharging any obligations it may have under such laws.

Signature of Investment Advisor/Portfolio Manager

Name and Title of Authorized Signatory

ACCEPTANCE

The Company hereby accepts the above subscription, subject to the terms and conditions of this Subscription Agreement.

TRUE LEAF BRANDS INC.

Per: _____
Authorized Signatory

Dated: _____

TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES

ARTICLE 1 - INTERPRETATION

1.1 Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

“**Accredited Investor Exemption**” means the prospectus exemption provided for by Section 2.3 [Accredited Investor] of NI 45-106 or section 73.3(1) of the *Securities Act* (Ontario), as applicable.

“**affiliate**” and “**distribution**” have the respective meanings ascribed to them in the *Securities Act* (Ontario).

“**Business Day**” means a weekday that is not a holiday in the Province of British Columbia.

“**Canadian Person**” means (a) a resident of Canada within meaning of the *Income Tax Act* (Canada); (b) the person that was located in Canada at the time it was offered the Units or executed this Subscription Agreement; or (c) a person that will be located in Canada at the time of the Closing.

“**Closing**” has the meaning ascribed to such term in Section 4.1 of this Subscription Agreement.

“**Closing Date**” has the meaning ascribed to such term in Section 4.1 of this Subscription Agreement.

“**Closing Time**” means 10:00 a.m. (Vancouver Time) on a Closing Date.

“**Control Person**” means any person that holds or is one of a combination of persons that holds (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer.

“**Company**” means True Leaf Brands Inc. and includes any successor corporation to or of the Company.

“**Disclosed Principal**” has the meaning ascribed to such term on page 2 of this Subscription Agreement.

“**Exchange**” means the Canadian Securities Exchange, or such other exchange as the Shares may principally trade.

“**Face Page**” Means the face page of this Subscription Agreement.

“**including**” means including without limitation.

“**Insider**” means (a) a director or senior officer of the Company (or a subsidiary of the Company), (b) any Person who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all voting securities of the Company for the time being outstanding, or (c) a director or senior officer of an Insider of the Company.

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Offering Memorandum**” means the Offering Memorandum dated May 7, 2021, with respect to the Company and the Units.

“**Offering Memorandum Exemption**” means the prospectus exemption provided for by Section 2.9 [Offering Memorandum] of NI 45-106.

“**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning.

“**Personal Information**” means any information about a Person (whether an individual or otherwise) and, with respect to the Subscriber, includes information contained in this Subscription Agreement and the Schedules incorporated by reference herein.

“**Registrant**” means a dealer, adviser, investment fund manager, an ultimate designated person or chief compliance officer as those terms are used pursuant to Securities Laws, or a person registered or otherwise required to be registered under the Securities Laws.

“**Regulation D**” means Regulation D under the U.S. Securities Act.

“**Regulation S**” means Regulation S under the U.S. Securities Act.

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities**” refers collectively to the Units, the Shares, the Warrants and the Warrant Shares;

“**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the Selling Jurisdictions, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the Securities Regulators in each of the Selling Jurisdictions.

“**Securities Regulators**” means the securities regulatory authorities, regulators or securities commission in any of the Selling Jurisdictions.

“**Selling Jurisdictions**” means all provinces and territories of Canada, pursuant to prospectus exemptions under NI 45-106, and outside of Canada and the United States on a private placement or equivalent basis in accordance with applicable laws, provided that such laws permit offers and sales of the Units on a private placement basis and without any obligation on the part of the Company to prepare or file any registration statement, prospectus or other disclosure document and without triggering any disclosure obligations or submission to the jurisdiction on the part of the Company, or as agreed upon by the Company.

“**Shares**” means the common shares without par value in the capital of the Company comprising part of the Units.

“**Subscriber**” or “**you**” means the subscriber for the Units as set out on the Face Page of this Subscription Agreement and includes, as applicable, each Disclosed Principal for whom it is acting.

“**Subscription Agreement**” means this subscription agreement (including any Schedules hereto) and any instrument amending this Subscription Agreement; “**hereof**”, “**hereto**”, “**hereunder**”, “**herein**” and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression “**Article**” or “**Section**” followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

“**Subscription Amount**” has the meaning ascribed to such term on the Face Page of this Subscription Agreement.

“**Subscription Price**” has the meaning ascribed to such term on the Face Page of this Subscription Agreement.

“**Term Sheet**” means the term sheet delivered to potential purchasers of Units included in Schedule “A”.

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“**Unit**” means one Share and one-half of one Warrant.

“**U.S. Accredited Person**” means a U.S. Person as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

“**U.S. Person**” means a “U.S. person” as such term is defined in Regulation S under the U.S. Securities Act.

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

“U.S. Subscriber” means: (a) any person purchasing the Units in the United States; (b) any U.S. Person; (c) any person purchasing on behalf of, or for the account or benefit of, any person in the United States or any U.S. Person; (d) any person that receives or received an offer for the Units while in the United States; or (e) any person that is in the United States at the time the buy order was made or the Subscription Agreement was executed; provided, however, that the U.S. Subscriber shall not include any discretionary or similar account (other than an estate or trust) held for the benefit or account of a non U.S. Person by dealer or other professional fiduciary organized, incorporated or resident of the United States.

“Warrant” means each whole transferable common share purchase warrant of the Company issued as part of the Units, with each Warrant entitling the holder thereof to purchase one Warrant Share at a price of \$0.60 per Warrant Share for a period of two (2) years from their date of issue; and

“Warrant Shares” mean the previously unissued common shares of the Company issuable upon the due exercise of the Warrants in accordance with the terms set out therein including payment for the Warrant Shares.

1.2 Gender and Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

1.3 Currency

Unless otherwise specified, all dollar amounts in this Subscription Agreement and the Schedules, including the symbol “\$”, are expressed in Canadian dollars.

1.4 Subdivisions and Headings

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 – DESCRIPTION OF SCHEDULES

2.1 Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

- Appendix A – Minimum Amount Certificate
- Appendix B – Accredited Investor Certificate
- Appendix C – Accredited Investor Risk Acknowledgement
- Appendix D-1 – Offering Memorandum Risk Acknowledgement – No Investment Advice
- Appendix D-2 – Offering Memorandum Risk Acknowledgement – Received Investment Advice
 - Schedule A – Classification of Investors Under the Offering Memorandum Exemption
 - Schedule B – Investment Limits for Investors Under the Offering Memorandum Exemption
- Appendix E – Eligible Investor Status Certificate
 - Schedule A – Eligible Investor Representation Letter
- Appendix F – Close Friends, Family or Business Associates Certificate
 - Schedule A to Appendix F - Family, Friend and Business Associate Investors Risk Acknowledgement (Saskatchewan Residents)
 - Schedule B to Appendix F - Family, Friend and Business Associate Investors – Risk Acknowledgement
- Appendix G– Offshore Investor Certificate
- Appendix H – U.S. Accredited Investor Certificate

- Appendix I – Contact Information for Canadian Securities Regulators

ARTICLE 3 - SUBSCRIPTION AND DESCRIPTION OF SHARES

3.1 Terms of the Offering

- (a) The Company is offering for sale up to 25,000,000 Units on a private placement basis to eligible investors in Canada and elsewhere where such offering and sale is exempt from any prospectus or registration requirement. Subject to the approval from the Canadian Securities Exchange, the Company may, in its discretion, increase the size of the Offering. The Closing of the Offering is subject to the acceptance of the Canadian Securities Exchange. At the Closing, the Company shall deliver certificates representing such number of Shares and Warrants comprising the Units as is set forth above, duly registered in accordance with the instructions of the Subscriber.
- (b) Each Unit will consist of one Share and one half of one Warrant, with each whole Warrant entitling the holder to purchase one Warrant Share at a price of \$0.60 per Warrant Share, if exercised on or before 5:00 p.m. (Vancouver time) on the first Business Day that is two (2) years after their date of issue.
- (c) The certificates representing the Warrants will refer to the terms and conditions which govern the Warrants and will include, among other things, provisions for the appropriate adjustment in the class, number, and price of the Warrant Shares issued on exercise of the Warrants if certain events occur, including any subdivision, consolidation, or reclassification of the Issuer's common shares, the payment of stock dividends, and the amalgamation of the Issuer. The Warrants are subject to an acceleration clause, such that if the common shares of True Leaf trading on the Canadian Securities Exchange is greater than \$0.90 for 10 consecutive trading days after four months and one day from the closing date. In the event of acceleration, True Leaf may accelerate the Warrant expiry date to the date which is 30 calendar days following the date a press release is issued by True Leaf announcing the acceleration terms. If a Warrant holder exercises any Warrants, the Issuer will, in accordance with the certificates representing the Warrants, issue to the holder the number of Warrant Shares equal to the number of Warrants exercised, and deliver to the holder a share certificate representing the Warrant Shares.

3.2 Subscription for Units

The Subscriber acknowledges that the Units being subscribed for here under form part of a larger offering of securities of the Company. The Subscriber hereby confirms its irrevocable subscription for an offer to purchase the Units from the Company, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Amount.

3.3 Acceptance and Rejection of Subscription by the Company

The Subscriber acknowledges and agrees that the Company reserves the right, in its absolute discretion, to reject this subscription for Units, in whole or in part, at any time prior to the Closing Time. The Company will be deemed to have accepted this offer upon the Company's execution of the acceptance form of this Subscription Agreement and the deposit (or delivery) of the Units purchased hereunder (if any). If this subscription is rejected in whole, any payment delivered by the Subscriber representing the Subscription Amount pursuant to this Agreement, will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Amount for that portion of the subscription for the Units which is not accepted will be promptly returned to the Subscriber without interest or deduction.

ARTICLE 4 - CLOSING

4.1 Closing

The Units are offered on a continuous basis with closings (each a "Closing") on one or more dates as management of the Company may determine (the date of each Closing being a "Closing Date").

4.2 Conditions of Closing

The Subscriber acknowledges and agrees that the Company is relying on the truth of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions prior to the Closing Time:

- (a) The Subscriber has delivered the following documents to the Company:
 - (i) A signed copy of the Subscription Agreement; and
 - (ii) a certified check, bank draft, electronic transfer or wire transfer, payable to True Leaf Brands Inc. in the amount of the Subscription Amount; and
 - (iii) if the Subscriber is a Canadian Person:
 - (A) if the Subscriber is purchasing Units under the Accredited Investor Exemption, a duly completed and executed copy of *Appendix B – Accredited Investor Certificate*; and
 - (B) if the Subscriber is purchasing Units under the Accredited Investor Exemption, and if the Subscriber is an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD \$5,000,000), then a duly completed and executed copy of *Appendix C – Accredited Investor Risk Acknowledgement*; and
 - (C) if the Subscriber is purchasing Units under the Offering Memorandum exemption, that duly completed and executed copy of appendix the Offering Memorandum risk acknowledgement, and if the Subscriber is resident in Alberta, New Brunswick, Nova Scotia, Ontario, Quebec or Saskatchewan, *Schedule A - Classification of Investors Under the Offering Memorandum Exemption* and *Schedule B - Investment Limits for Investors Under the Offering Memorandum Exemption* to Appendix D; And
 - (D) if the Subscriber is purchasing Units under the Offering Memorandum exemption and is resident in a jurisdiction other than British Columbia or Newfoundland and Labrador, a duly completed an executed copy of *Appendix D - Eligible Investor Status Certificate* and *Schedule A - Eligible Investor Representation Letter* to Appendix D; or
 - (E) if the Subscriber is purchasing the Units under the Close Family, Friends and Business Associates exemption, a duly completed *Appendix F - Close Family, Friend or Business Associate Certificate* and if: (i) resident in Saskatchewan the *Schedule A - Family, Friend or Business Associate – Risk Acknowledgement Form*; resident in Ontario the *Schedule B - Family, Friend and Business Associate Investors – Risk Acknowledgement Form*.
 - (iv) if the Subscriber is neither a Canadian Person nor a U.S. Person:
 - (A) a duly completed and executed copy of *Appendix G – Offshore Investor Certificate* and a duly completed and executed copy of *Appendix B- Accredited Investor Certificate* and if the Subscriber is an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD \$5,000,000), then a duly completed and executed copy of *Appendix C – Accredited Investor Risk Acknowledgement*; or
 - (v) if the Subscriber is a U.S. Person:
 - (A) a duly completed and executed copy of *Appendix H – U.S. Accredited Investor Certificate* and duly completed and executed copy of *Appendix B - Accredited Investor Certificate* and if the Subscriber is an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD

\$5,000,000), then a duly completed and executed copy of *Appendix C – Accredited Investor Risk Acknowledgement*.

- (b) The representations and warranties of the Subscriber in this Subscription Agreement were accurate on the date that the Subscriber signed this Subscription Agreement and are accurate at the Closing;
- (c) The Subscriber has performed those of its obligations under the Subscription Agreement that it is required to perform prior to the Closing;
- (d) The offering, sale and issuance of the Units being exempt from the prospectus and if applicable registration requirements of the applicable Securities Laws as well as the Securities Laws in the United States or of the Subscriber's jurisdiction of residence; and
- (e) the Company has accepted this Subscription Agreement.

ARTICLE 5 - INDEMNITY

5.1 Indemnification

The Subscriber shall indemnify the Company and the directors, officers, employees, consultants, agents, advisors and other representatives of the Company against any losses and liabilities (including legal fees and expenses), whether or not the losses and liabilities involve a third party claim, that arise, directly or indirectly, from any inaccurate statement of fact made by the Subscriber in this Subscription Agreement, or the failure of the Subscriber to perform any of the obligations that it is required to perform under this Subscription Agreement. The Subscriber undertakes to immediately notified the Company of any changes in any statement or other information relating to the Subscriber set forth herein or in any Appendix and Schedule hereto completed and delivered to the Company by or on behalf of the Subscriber, as the case may be, that takes place prior to the Closing Date.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND ACKNOWLEDGEMENT OF THE SUBSCRIBER

6.1 Representations and Warrants of the Company

The Company represents and warrants to the Subscriber that:

- (a) The Company is a valid and subsisting corporation in good standing under the laws of British Columbia;
- (b) The Company is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where required under the laws of that jurisdiction;
- (c) The Units will, at the time of issue, be duly allotted, validly issued, fully paid and non-assessable and will be free of all liens, charges and encumbrances;
- (d) The Company has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, Securities Laws in relation to the issue and trading of its securities and in all matters relating to the offering of the Units;
- (e) The creation, issuance and sale of the Units by the Company does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Company's incorporating documents or any agreement or instrument to which the Company is a party or by which it is bound;
- (f) The Company is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Company's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (g) No order ceasing or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to and is outstanding against the Company or its directors, officers or promoters or against any other

companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;

- (h) The Company will within the required time, file with any applicable securities agency, any documents, reports and information, in the required form, required to be filed by applicable securities laws in connection with this offering, together with any applicable filing fees and other materials; and
- (i) This Subscription Agreement has been or will be by the Closing, duly authorized by all necessary corporate action on the part of the Company, and the Company has or will have by the Closing full corporate power and authority to undertake the offering.

ARTICLE 7 - ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SUBSCRIBER

7.1 Acknowledgements, Representations, Warranties and Covenants of the Subscriber

The Subscriber hereby represents and warrants to the Company, and will be deemed to have so represented in warrant again at closing, as follows an acknowledges that the Company is relying on such representations and warranties in connection with the transactions contemplated here in:

- (a) The Subscriber is resident, its mind and management is primarily located, or its business is primarily administered from and its operations are primarily conducted, in the jurisdiction specified on the Face Page.
- (b) If the Subscriber is an individual, then he or she is not less than 18 years of age and has not been found to be a person of unsound mind under any law or by any court of competent jurisdiction, and if the Subscriber is not an individual, then is duly incorporated, continued, or formed, as the case may be, and is in good standing, under the laws of its jurisdiction of incorporation, continuance, or formation.
- (c) If the Subscriber is an individual, then the Subscriber has the capacity, and if the Subscriber is not an individual, then the Subscriber has the power and authority, to sign the Subscription Agreement.
- (d) After the Subscriber signs the Subscription Agreement, this Subscription Agreement will be binding on, and enforceable against, the Subscriber in accordance with its terms, except as such enforceability may be affected by laws affecting the enforcement of creditors' rights generally, and the availability of equitable remedies may be limited by equitable principles of general applicability.
- (e) The signing, delivery, and performance of this Subscription Agreement by the Subscriber do not, and will not, violate any law or order to which the Subscriber is subject or by which it is bound, or the terms of any agreement, commitment, or arrangement to which it is party.
- (f) The Subscriber is purchasing the Units as principal.
- (g) If the Subscriber is relying on the Accredited Investor Exemption, is a Canadian Person resident in or otherwise subject to the laws of the province or territory other than Ontario, then the Subscriber:
 - (i) is an "accredited investor" as that term is defined in Section 1.1 of NI 45-106;
 - (ii) has delivered a signed copy of a duly completed and executed copy of *Appendix B - Accredited Investor Certificate*;
 - (iii) if the Subscriber is in an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD \$5,000,000), then a duly completed and executed copy of *Appendix C - Accredited Investor Risk Acknowledgement*; and
 - (iv) if not an individual, was not created, and is not being used solely to purchase or hold the Units as an "accredited investor" described in paragraph (m) of the definition of "accredited investor" in Section 1.1 of NI 45-106.

- (h) If the Subscriber is relying on the accredited investor exemption, is a Canadian Person resident in or otherwise subject to the laws of Ontario, then the Subscriber:
- (i) is an “accredited investor” as such term is defined in subsection 73.3(1) of the *Securities Act* (Ontario);
 - (ii) has delivered a signed copy of a duly completed and executed copy of *Appendix B - Accredited Investor Certificate*;
 - (iii) if the Subscriber is in an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD \$5,000,000), then a duly completed and executed copy of *Appendix C – Accredited Investor Risk Acknowledgement*; and
 - (iv) if not an individual, was not created, and is not being used solely to purchase or hold the Units as an “accredited investor” described in paragraph (m) of the definition of “accredited investor” in Section 1.1 of NI 45-106.
- (i) If the Subscriber is relying on the Offering Memorandum Exemption and is a Canadian Person resident in or otherwise subject to the laws of British Columbia or Newfoundland and Labrador, then the Subscriber has delivered a duly completed and executed copy of *Appendix D – Offering Memorandum Risk Acknowledgement*.
- (j) If the Subscriber is relying on the Offering Memorandum Exemption and is a Canadian Person resident in or otherwise subject to the laws of Manitoba, Northwest Territories, Nunavut, Prince Edward Island or Yukon then:
- (i) in the case of his Subscriber that is not an Eligible Investor then:
 - (A) the acquisition cost of the Units shall not exceed \$10,000; and
 - (B) the Subscriber has delivered a duly completed and executed copy of *Appendix D – Offering Memorandum Risk Acknowledgement*.
 - (ii) in the case of a Subscriber that is an Eligible Investor the Subscriber has delivered duly completed and execute copies of:
 - (A) *Appendix D – Offering Memorandum Risk Acknowledgement*; and
 - (B) *Appendix E - Eligible Investor Status Certificate* and *Schedule A - Eligible Investor Representation Letter* thereto.
- (k) If the Subscriber is relying on the Offering Memorandum Exemption and is a Canadian Person resident in or otherwise subject to the laws of Alberta, New Brunswick, and Nova Scotia, Ontario, or Saskatchewan then:
- (i) if the Subscriber is an individual, the acquisition cost of all securities acquired on reliance on the Offering Memorandum exemption by the Subscriber in the preceding twelve (12) months shall not have exceeded the following amounts:
 - (A) in the case of a Subscriber that is not an Eligible Investor, CAD \$10,000;
 - (B) in the case of the Subscriber that is an Eligible Investor CAD\$ 30,000; or
 - (C) in the cases Subscriber that is an Eligible Investor and that has received advice from a portfolio manager, investment dealer or exempt market dealer that the investment is suitable, CAD\$ 100,000;
 - (ii) if the Subscriber is an Eligible Investor, the Subscriber has delivered a duly completed and executed copy of the *Appendix E – Eligible Investor Status Certificate* and *Schedule A – Eligible Investor Representation Letter* to Appendix E;
 - (iii) if the Subscriber has delivered a duly completed and executed copy of *Appendix D – Offering Memorandum Risk Acknowledgement*; and

- (iv) if the Subscriber is an individual, this Subscriber has delivered duly completed and executed copies of *Schedule A – Classification of Investors Under the Offering Memorandum Exemption* and *Schedule B – Investment Limits for Investors Under the Offering Memorandum Exemption* to Appendix D.
- (l) If the Subscriber is purchasing the Units under the Close Family, Friends and Business Associates, a duly completed *Appendix F - Close Family, Friend or Business Associate Certificate* and if:
 - (i) resident in Saskatchewan the *Schedule A - Family, Friend or Business Associate – Risk Acknowledgement Form*;
 - (ii) resident in Ontario the *Schedule B - Family, Friend and Business Associate Investors – Risk Acknowledgement Form*;
- (m) If the Subscriber is a U.S. Person or purchasing Units for the account or benefit of a U.S. Person or person in the United States:
 - (i) the Subscriber is an “accredited investor” as defined in Rule 501 a of Regulation D under the U.S. Securities Act; and
 - (ii) The Subscriber has delivered a duly completed and executed copy of *Appendix H – U.S. Accredited Investor Certificate* and duly completed and executed copy of *Appendix B - Accredited Investor Certificate* and if the Subscriber is an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD \$5,000,000), then a duly completed and executed copy of *Appendix C – Accredited Investor Risk Acknowledgement*;
- (n) If the Subscriber is a resident of, or otherwise subject to, the securities laws of a jurisdiction other than Canada or the United States:
 - (i) The Subscriber has delivered a duly completed and executed copy of *Appendix G - Offshore Investors certificate* and duly completed and executed copy of *Appendix B - Accredited Investor Certificate* and if the Subscriber is an individual (other than an individual who beneficially owns Financial Assets having and aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD \$5,000,000), then a duly completed and executed copy of *Appendix C – Accredited Investor Risk Acknowledgement*;
 - (ii) The Subscriber is knowledgeable of, or has independently advised as to, the applicable laws, including securities laws of the Subscriber’s jurisdiction of residence that would apply to this Subscription Agreement, if there are any;
 - (iii) The Subscriber is purchasing the Units pursuant to exemptions from any substantive or procedural requirements under the applicable laws, including securities law of the Subscriber’s jurisdiction of residence or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of his Subscriber’s jurisdiction of residence without the need to comply with any substantive or procedural requirements of any kind whatsoever in the Subscriber’s jurisdiction of residence;
 - (iv) The Subscriber well, if requested by the Company, delivered to the Company a certificate of opinion of local council from the Subscriber’s jurisdiction of residence which will conform confirm the matters referred to in this Section 7.1 M to the satisfaction of the Company, acting reasonably;
 - (v) The Subscriber confirms that the applicable securities laws of the Subscriber’s jurisdiction do not require the Company to make any filings or seek any approvals of any nature whatsoever from any governmental authority, regulatory authority or Stock Exchange of any kind whatsoever in the Subscriber’s jurisdiction in connection with the issuance sale or resale of the Units; and
 - (vi) The Subscriber confirms that the purchase of the Units by the Subscriber does not trigger:
 - (A) An obligation to prepare and file a registration statement, prospectus or similar document, or any other report with respect to such purchase in the Subscriber’s jurisdiction; or
 - (B) continuous disclosure reporting obligations of the Company in the Subscriber’s jurisdiction.

- (o) The Subscriber acknowledges that:
- (i) no securities commission, agency, governmental authority, regulatory body, stock exchange or similar authority has reviewed or passed on the merits of the Units nor have any such agencies or authorities made any recommendations or endorsements with respect to the Units;
 - (ii) there is no government or other insurance covering the Units;
 - (iii) there are risks associated with the purchase of the Units;
 - (iv) there are restrictions on the Subscriber's ability to resell the Units and it is the responsibility of the Subscriber to find out what these restrictions are and comply with those restrictions before selling the Units; and
 - (v) the Company has advised the Subscriber that the Company is relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Units pursuant to such exemption certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, while not be available to the Subscriber, the common law may not provide the Subscriber with an adequate remedy in the event that they suffer investment losses in connection with the securities acquired in a private placement.
- (p) This Subscriber has received a copy of the Offering Memorandum. Except for the Offering Memorandum, the Subscriber:
- (i) has not requested or received any prospectus, private placement memorandum or other disclosure document that describes your reports to describe the business of the Company that was prepared for delivery to, and reviewed by, the Subscriber in order to assist the Subscriber to make an investment decision about the Units; and
 - (ii) is not aware of any advertising in any form to solicit purchasers of the Units.
- (q) The Subscriber has relied solely on the Offering Memorandum and this Subscription Agreement to make an investment decision about the Units, and not on any verbal or written representation made by or on behalf of the Company. The Subscriber understands that the Company makes no representation or warranty as to the accuracy of any publicly available information.
- (r) The Subscriber has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the risks of an investment in the Company and has sought all such counsel as the Subscriber has considered advisable.
- (s) The Subscriber has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and the risks of an investment in the Units and the Subscriber is able to bear the economic risk of a total loss of the Subscriber's investment in the Units. The Subscriber understands that investment in the Units is a speculative investment and there is no guarantee of success of the plans of the Company's management and that the Subscriber may lose his or her or its entire investment.
- (t) If the Subscriber, or any person from whom it is acting, is not a person resident in Canada, the subscription for the Units by the Subscriber, or any person from whom it is acting, does not contravene any of the applicable securities laws in the jurisdiction in which the Subscriber or such other person resides and does not give rise to any obligation of the Company to prepare and file a prospectus or similar document or to registered the Units or to be registered with or to file any report or notice with any government or regulatory authority.
- (u) The Subscriber knows of no reason (and is sufficiently knowledgeable to determine the same or have sought legal advice) why the delivery of this Subscription Agreement, the acceptance of it by the Company and the issuance of the Units to the Subscriber will not comply with all laws applicable to the Subscriber and the Subscriber has no reason to believe that the Subscriber's subscription hereby will cause the Company to become subject to or required to comply with any disclosure, prospectus or reporting requirements or to be subject to any civil or regulatory review

or proceeding. In addition, the Subscriber will comply with all applicable securities laws and will assist the Company in all reasonable manners to comply with all applicable securities law.

- (v) If required by the Company, the Subscriber will execute, deliver, and file or assist the Company in filing such reports, undertakings and other documents with respect to the issue of the Units as may be required by any securities commission, stock exchange or other regulatory authority.
- (w) The Subscriber has been advised to consult his/her/its own legal advisers with respect to the execution, delivery and performance by him/her/it of this Subscription Agreement and the transactions contemplated by this Subscription Agreement, including but not limited to, trading in the Units and with respect to the resale restrictions imposed by the Securities Laws and other applicable securities laws, and acknowledges that no representation has been made respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber (or others from whom it is contracting hereunder) to resell such securities, that the Subscriber (or others from who it is contracting hereunder) is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and needed the Company nor its agents are in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it may not be able to resell such securities except in accordance with limited exemptions under the securities laws and other applicable securities laws.
- (x) No person has made any written or oral representation:
 - (i) that, after the Closing, any person will resell or repurchase the Units;
 - (ii) that any person will refund the Subscription Amount; or
 - (iii) as to the future market price or value of the Units.
- (y) The Subscriber is not identified on any list established under Section 83.05(1) of the *Criminal Code* (Canada), or in any regulation promulgated under the *United Nations Act* (Canada), relating to anti-terrorism financing.
- (z) The Subscriber represents and warrants to the Company that the funds representing the Subscription Amount in respect of the Units which will be advanced by the Subscriber to the Company hereunder will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) (commonly referred to as the “**U.S.A Patriot Act**”) or similar legislation and you acknowledge that the Company may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscribers’ subscription hereunder, on a confidential basis, pursuant to the PCMLTFA, U.S.A Patriot Act or similar legislation. To the best of the Subscribers knowledge: (A) none of the subscription funds 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 of America, 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 (B) the Subscriber will promptly notify the Company if the Subscriber discovers that any such representation ceased to be true, and to provide the Company with appropriate information in connection therewith.
- (aa) The Subscriber acknowledges and understands that the Organization for Economic Cooperation and Development has established the *Financial Action Task Force* (“**FATF**”) as an intergovernmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing , as a policy making body the FATF makes recommendations to governments concerning the engagement and transactions with and the provision of financial services to certain foreign countries, territories, entities and individuals and the list of non-cooperative countries and territories (“**NCCTs**”). None of: (i) the Subscriber; (ii) any person controlling or controlled by the Subscriber; (iii) if the Subscriber is a publicly held entity, any person having a beneficial interest in the Subscriber; or (iv) any person for whom the Subscriber is acting as agent or nominee in connection with this investment; is a resident of a country or territory named on FAFT NCCT list, nor is a person or entity engage in activities prohibited under the FATF guidelines. None of: (i) the Subscriber; (ii) any person controlling or controlled by the Subscriber; (iii) if the Subscriber is a privately held entity, any person having a beneficial in the Subscriber; or (iv) any person for whom the Subscriber is acting as agent or nominee in connection with this investment; is a Senior Foreign Political Figure or Close Associate of a Senior Foreign Political Figure (as such terms are defined in the polices of FATF).

- (bb) If the Subscriber is an entity, (i) it was not formed for the purpose of investing in the Company, (ii) it does not invest more than 40% of its total assets in the Company, (iii) each of its beneficial owners participates in investments made by the Subscriber in proportion to its interest in the investor and, accordingly, its beneficial owners cannot opt in or out of investments made by the Subscriber, and (iv) its beneficial owners did not and will not contribute additional capital (other than previously committed capital) for the purpose of purchasing the Units.

7.2 Acknowledgements of the Subscriber

- (a) If the Subscriber is acting as an agent for principal, and the Subscriber is not a trust corporation or trust company described in paragraph (p), or registered adviser described in paragraph (q), of the definition of an “accredited investor” in Section 1.1 of NI 45-106 that is purchasing the Units on behalf of an account fully managed by it, then unless the context requires otherwise, any acknowledgement, representation, warranty, or covenant of the Subscriber in this Subscription Agreement will be deemed to also be an acknowledgement, representation, warranty comment or covenant of the principal.

- (b) By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) acknowledges that the Units shall have attached to them, whether through the Electronic Deposit System of CDS, an ownership statement issued under a Direct Registration System or other electronic book entry system, or on certificates that may be issued, as applicable, the following legend:

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

- (c) This is an offering made on a private basis without a prospectus and no federal, state, provincial or other agency has made any finding or determination as to the merits of the investment nor made any recommendation or endorsement of the Units and that:
- (i) no prospectus or registration statement has been filed with any securities regulators in connection with this offering;
 - (ii) no securities commission, agency, governmental authority, regulatory body, Stock Exchange or other regulatory body has reviewed or passed on the merits of an investment in or endorsement of the Units;
 - (iii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under such securities legislation; and
 - (iv) in addition to release is contained in the Subscription Agreement, the Company is relieved from certain obligations that would otherwise apply under applicable securities legislation.
- (d) The Company is required to take measures to verify the Subscriber is eligible to purchase the Units pursuant to exemptions from Securities Law and the Subscriber may be required to provide to the Company additional information to confirm the Subscriber’s status, including information that independently confirms the Subscriber’s status as an accredited investor, such as provision of financial statements and tax returns.
- (e) A subscription of Units must be considered a high-risk speculation and that no director, officer, founder, member, agent or employee of the Company has made any representations with regard to the future value of the Units or any assets to be acquired or work to be done pursuant to his/her/its participation in the Company.
- (f) The Company may complete additional financings in the future, and such future financings may have a dilutive effect on the current security holders of the Company, including the Subscriber.
- (g) The Units have not been and will not be registered under the U.S. Securities Act, or any state securities laws, and the Units may not be offered or sold in the United States or to a U.S. Person except in compliance with the requirements of an exemption from registration under the U.S. Securities Act and any applicable state securities laws.
- (h) The Subscriber's ability to transfer the Units is limited by, among other things, the Securities Laws. The Units will be subject to statutory resale restrictions under the Securities Laws and under other applicable securities laws, and

the Subscriber covenants that it will not resell the Units except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and the Company is not in any way responsible) for such compliance.

- (i) The Subscriber is aware the Units are being offered on a “private placement” basis.
- (j) The Subscriber is aware that a limited market for the Units currently exists in the United States, that the Units are being offered in a transaction not involving a public offering within the United States within the meaning of the U.S. Securities Act, that the Units have not been will not be registered under the U.S. Securities Act or the securities laws of any state, and that the Units may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and it acknowledges that the Company has no present intentions of filing a registration statement under the U.S. Securities Act in respect of any of its securities.
- (k) The Subscriber undertakes and agrees that it will not offer sell any of the Units 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 requirement is available to the Subscriber and the Subscriber has furnished an opinion of counsel of recognized standing in form and substance satisfactory to the Company.
- (l) There is no government or other insurance covering the Units.
- (m) The Subscriber has been informed of the proposed use of the proceeds of the distribution of the Units as set out in the Offering Memorandum, which use is subject to change at the discretion of the Company.

7.3 U.S. Subscribers

If the Subscriber is a U.S. Subscriber, then:

- (a) The Subscriber understands and acknowledges that the Units have not been registered under the U.S. Securities Act or any state securities laws and that the sale of the Units contemplated hereby is made to U.S. Accredited Investors in transactions not requiring registration under the U.S. Securities Act; accordingly, the Units are “restricted securities” within the meaning of rule 144(a)(3) of the U.S. Securities Act.
- (b) The Subscriber has no contract, understanding, agreement or arrangement with any person to sell, transfer pledge to such person, or anyone else, the Units, or any part thereof, or any interest therein, and the Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement.
- (c) The Subscriber acknowledges that the Company has not and will not file a registration statement under the U.S. Securities Act in respect of the Units, that the Subscriber has not been supplied with any of the information that would be found in a registration statement if the Units were registered under the U.S. Securities Act and that there will be substantial restrictions on the transferability of, and that it may not be possible to liquidate the Subscribers investment readily in, the Units.
- (d) The Subscriber is a U.S. Accredited Investor and acknowledges that the Subscriber is acquiring the Units as an investment for its own account and for the benefit or account of a U.S. Accredited Investor as to which it exercises sole investment discretion and not with a view to any resale, distribution or other disposition of the Units in violation of the federal or state securities laws of the United States and the Subscriber certifies that the Subscriber is a resident in the jurisdiction set out Face Page, such address was not created and is not used solely for the purpose of acquiring the Units, and the Subscriber was solicited to acquire the Units and executed this Subscription Agreement in such jurisdiction.
- (e) The Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition, holding or disposition of the Units. The Company gives no opinion and makes no representation with respect to the tax consequences to the Company under United States, state, local or foreign tax laws of the Subscriber’s acquisition, holding or disposition of such securities, and the Subscriber acknowledges that it is solely responsible for determining the tax consequences of its investment.
- (f) The Subscriber understands that the Units may not be sold or transferred in the United States or to a U.S. Person or for the account or benefit of a U.S. Person or person in the United States prior to a registration statement becoming

affective unless an exemption is available from the registration requirements of the U.S. Securities Act and applicable state securities laws.

- (g) If the Subscriber is a U.S. Person, or purchasing the Units for the account or benefit of a U.S. person, or person in the United States, then the Subscriber also acknowledges and understands that on issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws or regulations, the Units whether through the Electronic Deposit System of CDS, an ownership statement issued under a Direct Registration System or other electronic book entry system, or on certificates that may be issued, as applicable, the following legend:

“THE SECURITIES REPRESENTED HERE BY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HERE OF, BY PURCHASING SUCH SECURITIES AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, (C) PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THERE UNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND IN THE CASE OF (C) OR (D), THE HOLDER HAS PRIOR TO SALE FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION IN THE FORM OF SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY.”

- (h) The Subscriber understands that if it decides to offer, sell, pledge or otherwise transfer the Units, such securities may be offered, sold or otherwise transferred only: (A) to the Company; (B) outside the United States in accordance with Rule 904 of Regulation S, if available; (C) pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with applicable state securities laws, or (D) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws, and in the case of (C) or (D), the holder has prior to such sale furnished to the Company an opinion of counsel or other evidence of exemption in form and substance reasonably satisfactory to the Company.
- (i) The Subscriber has not purchased the Units as a result of any form of general solicitation or general advertising (as those terms are used in Regulation D), including, but not limited to, advertisements, articles, notices or other communication published in any newspaper, magazine or similar media or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (j) The Subscriber has not been formed solely for the purpose of entering into the transactions described herein.
- (k) The Subscriber is not a **“Benefit Plan Investor,”** as defined under Section 3(42) of ERISA and any regulations promulgated thereunder, including each of (a) an “employee benefit plan” that is subject to the provisions of Title I of ERISA; (b) a plan that is not subject to the provisions of Title I of ERISA, but is subject to the prohibited transaction provisions of Section 4975 of the *Internal Revenue Code*, such as individual retirement accounts and certain retirement plans for self-employed individuals; and (c) a pooled investment fund whose assets are treated as “plan assets” under Section 3(42) of ERISA and any regulations promulgated thereunder because “employee benefit plans”, or “plans” hold 25% or more of any class of equity interest in such pooled investment fund. If the Subscriber becomes a Benefit Plan Investor, the Subscriber shall promptly disclose that to the Company in writing and also the percentage of the Subscriber’s equity interests held by the Benefit Plan Investors. The Subscriber shall notify the Company promptly in writing if there is any change in the percentage of the Subscriber’s assets that are treated as “plan assets” for the purpose of Section 3(42) of ERISA and any regulations promulgated thereunder as set forth in the general eligibility representation Section of this Subscription Agreement.
- (l) The Subscriber is not an “investment company” under the U.S. *Investment Company Act of 1940* and does not rely solely on the exemption provided by Section 3(c)(1) of that act, the exemption provided by Section 3 (c)(7) of that act, or both of those exemptions to avoid being an “investment company”.

7.4 Reliance on Representations, Warranties, Covenants and Acknowledgements

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgement made by the Subscriber in the Subscription Agreement are made with the intention that they may be relied on by the Company in determining the Subscriber's eligibility to purchase the Units under the Securities Laws or other applicable securities laws. The Subscriber further agrees that by accepting the Units, the Subscriber will be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the closing time with the same force and effect as if they had been made by the Subscriber at the closing time and that they will survive the purchase by the Subscriber of the Units and will continue in full effect notwithstanding any subsequent disposition by the Subscriber of any of the Units.

ARTICLE 8 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Survival of Representations, Warranties and Covenants of the Company

The representations, warranties and covenants of the Company contained in this Subscription Agreement shall survive the Closing and continue in full force and effect for the benefit of the Subscriber in each case notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto.

8.2 Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and continue in full force and effect for the benefit of the Company, in each case notwithstanding such Closing or any investigation made by or on behalf of the Company with respect thereto and notwithstanding any subsequent disposition by the Subscriber of any of the offered securities.

ARTICLE 9 - COMMISSION

9.1 Commission

The Subscriber acknowledges that in connection with the issue and sale of the Units pursuant, the Company may pay a cash fee of up to 7.0% of the aggregate gross proceeds of the offering.

ARTICLE 10 - COLLECTION OF PERSONAL INFORMATION

10.1 Collection of Personal Information

The Subscriber acknowledges and consents to the fact that the Company is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time) of the Subscriber (collectively "**Personal Information**"), for the purpose of completing this Subscription Agreement. The Subscriber acknowledges and consents to the Company retaining such Personal Information for as long as permitted or required by law or business practices. The Subscriber agrees and acknowledges that the Company may use and disclose such Personal Information for:

- (a) Internal use with respect to managing the relationships between and contractual obligations of the Company and the Subscriber.
- (b) Use and disclosure for income tax-related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency.
- (c) Disclosure to professional advisers of the Company in connection with the performance of their professional services.
- (d) Disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trade or similar regulatory filings.

- (e) Disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure.
- (f) Disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent.
- (g) Disclosure to a court determining the rights of the parties under this Subscription Agreement.
- (h) Use and disclosure as otherwise required or permitted by law.

In addition, the Subscriber further acknowledges and consents to the fact the Company may be required to provide any one or more of the Canadian securities regulators, stock exchange or other regulatory agencies, the Canadian Revenue Agency or the Company's registrar and transfer agent with any Personal Information provided by this Agreement, and may make any other filings of such Personal Information as the Company and its counsel deem appropriate, and the Subscriber hereby consents to and authorize the foregoing use and disclose of such Personal Information and agrees to provide, on request, all particular by the Company in order to comply with the foregoing.

10.2 Deliver of Personal Information to Certain Securities Regulators

The Subscriber acknowledges that the Company will be required to file a report of exempt distribution with all applicable Securities Regulatory Authorities in one or more jurisdictions containing personal information about the Subscriber including the following personal information:

- (a) The full name, residential address and telephone number of the Subscriber;
- (b) Whether the Subscriber is an insider or registrant (as defined in applicable securities legislation);
- (c) The number and type of securities purchased;
- (d) The total purchase price print (in Canadian dollars);
- (e) The exemption relied on; and
- (f) The date of distribution.

This information is being collected indirectly by applicable securities regulatory authority or regulatory under the authority granted to it in securities legislation and that the Subscriber has authorized the indirect collection of the information by the securities regulatory authority or regulator, (c) that this information is being collected for the purpose of the administration and enforcement of the securities legislation of the local jurisdiction, and (d) that the title, business address and business telephone number of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of the information is as set out in *Appendix I – Contact Information for Canadian Securities Regulators*.

ARTICLE 11 - MISCELLANEOUS

11.1 Further Assurances

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

11.2 Notices

- (a) Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted electronically tested prior to transmission to such party, as follows:
 - (i) in the case of the Company, to:

True Leaf Brands Inc.
32 – 100 Kalamalka Lake Road
Vernon, British Columbia V1T 9G1

Attention: Chief Financial Officer
Email: ir@trueleaf.com

- (ii) in the case of the Subscriber, at the address and email address specified on the Face Page hereof.
- (b) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted electronically, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.
- (c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

11.3 Time of the Essence

Time shall be of the essence of this Subscription Agreement and every part hereof.

11.4 Costs and Expenses

Except as disclosed in Section 9.1 hereof, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

11.5 Applicable Law

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of British Columbia and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.

11.6 Entire Agreement

This Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

11.7 Representation

It is hereby acknowledged by each of the parties hereto that counsel to the Company acts solely for the Company, and the Subscriber has obtained independent legal advice with respect to his/her/its review and execution of this Subscription Agreement.

11.8 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in

original, PDF or faxed form, and the parties may adopt any signatures received by PDF or a receiving fax machine as original signatures of the parties. If less than a complete copy of this Subscription Agreement is delivered to the Company, the Company is entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

11.9 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other party hereto.

11.10 Enurement

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

11.11 Beneficial Subscribers

Whether or not explicitly stated in this Subscription Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Subscription Agreement, including the Schedules hereto, will be treated as if made by the disclosed beneficial Subscriber, if any.

11.12 Language

It is the express wish of the Subscriber that the Subscription Agreement and any related documentation be drawn up in English only. Il est de la volonté expresse du souscripteur que la convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise uniquement.

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**APPENDIX A
MINIMUM AMOUNT CERTIFICATE**

The categories listed herein contain certain specifically defined terms. Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in *National Instrument 45-106 – Prospectus Exemptions* (“**NI 45-106**”) promulgated under the applicable securities laws. If you are unsure as to the meanings of those terms or are unsure as to the applicability of any category below, please contact your legal advisor before completing this certificate.

In connection with the execution by the undersigned subscriber, on its own behalf and on behalf of the Disclosed Principal (collectively, the “**Subscriber**”), of the Subscription Agreement which this Appendix forms a part, the Subscriber hereby warrants, covenants and certifies to the Company (and acknowledges that the Company and its legal counsel is relying thereon) that:

- (a) the Subscriber is resident in the jurisdiction set out as the “Subscriber's Address” on the Face Page of the Subscription Agreement;
- (b) the Subscriber is purchasing the securities as principal for its own account;
- (c) is acquiring the Units at an aggregate acquisition price to the Investor of not less than Cdn\$150,000 paid in cash at the time of the distribution;
- (d) is not an individual; and
- (e) was not created, and is not being used, solely to purchase or hold securities in reliance on an exemption from the prospectus requirements set out in Section 2.10 (Minimum amount investment) of NI 45-106.

The foregoing representations contained in this certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the time of Closing. If any such representations shall not be true and accurate prior to the time of Closing, the undersigned shall give immediate written notice of such fact to the Company and its legal counsel prior to Closing. The undersigned acknowledges that the Company may follow-up with the Subscriber in order to verify their accredited investor status by obtaining further information in order to satisfy the Company’s obligations under applicable securities laws.

Upon execution of this Appendix by the undersigned Subscriber, this Certificate shall be incorporated into and form a part of the Subscription Agreement to which it is attached.

Dated: _____

Print Name of Subscriber

By: _____
Signature

Print Name of Signatory (if different from Subscriber)

Title

APPENDIX B
ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in *National Instrument 45-106 – Prospectus Exemptions* (“**NI 45-106**”) promulgated under the applicable securities laws. If you are unsure as to the meanings of those terms or are unsure as to the applicability of any category below, please contact your legal advisor before completing this certificate.

In connection with the execution by the undersigned subscriber, on its own behalf and on behalf of the Disclosed Principal (collectively, the “**Subscriber**”), of the Subscription Agreement which this Appendix forms a part, the Subscriber hereby warrants, covenants and certifies to the Company (and acknowledges that the Company and its legal counsel is relying thereon) that:

1. the Subscriber is resident in the jurisdiction set out as the “Subscriber's Address” on the Face Page of the Subscription Agreement;
2. the Subscriber is either: (i) purchasing the securities as principal for its own account, or (ii) is deemed to be purchasing the securities as principal in accordance with subsection 2.3(2) or (4) of NI 45-106;
3. the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below;
4. the Subscriber is an “accredited investor” within the meaning of NI 45-106 or the Securities Act (Ontario) where applicable, by virtue of satisfying the indicated criterion set out below:

PLACE YOUR INITIALS BESIDE EACH CATEGORY BELOW WHICH APPLIES TO YOU. IN COMPLETING THIS CERTIFICATE, PLEASE REVIEW THE DEFINITIONS WHICH APPEAR AT THE END OF THIS CERTIFICATE.
--

- _____ (a) a Canadian financial institution (as defined under NI 45-106 or, if in Ontario, as described in paragraph 1, 2 or 3 of subsection 73.1 of the *Securities Act* (Ontario)), or an authorized foreign bank listed in Schedule III of the *Bank Act* (Canada);
- _____ (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 (if in Ontario, except as otherwise prescribed by the regulations);
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- _____ (e1) 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);
- _____ (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 Montréal or an intermunicipal management board in Québec;

_____ (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 either the Office of the Superintendent of Financial Institutions (Canada) or 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: If you initialed this category, you must also complete Appendix C - Accredited Investor Risk Acknowledgement. See also the definition of “financial assets” below.)**

_____ (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: If you initialed this category, you are NOT required complete Appendix C. See also the definition of “financial assets” 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; **(Note: If you initialed this category, you must also complete Appendix C - Accredited Investor Risk Acknowledgement.)**

(Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialed).

_____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000; **(Note: If you initialed this category, you must also complete Appendix C - Accredited Investor Risk Acknowledgement. See also the definition of “financial assets” 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 and was not created, or is used, solely to purchase or hold securities as an accredited investor;

_____ (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 and 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 Reinvestments 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;

_____ (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) through (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 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.

The foregoing representations contained in this certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the time of Closing. If any such representations shall not be true and accurate prior to the time of Closing, the undersigned shall give immediate written notice of such fact to the Company and its legal counsel prior to Closing. The undersigned acknowledges that the Company may follow-up with the Subscriber in order to verify their accredited investor status by obtaining further information in order to satisfy the Company's obligations under applicable securities laws.

Upon execution of this Appendix by the undersigned Subscriber, this Certificate shall be incorporated into and form a part of the Subscription Agreement to which it is attached.

Dated: _____

Print Name of Subscriber

By: _____
Signature

Print Name of Signatory (if different from Subscriber)

Title

DEFINITIONS FOR THE PURPOSE OF APPENDIX B

“**affiliate**”: An issuer is considered to be an “**affiliate**” of another issuer if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person.

“**beneficial ownership**” of securities by a person includes

- (a) for the purposes of Alberta securities law, when such securities are beneficially owned by:
 - (i) an issuer controlled by that person or an affiliate of that issuer;
 - (ii) an affiliate of that person; or
 - (iii) through a trustee, legal representative, agent or other intermediary of that person;

“**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 in Canada;

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

- (a) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution;
- (b) provides the services under a written contract with the issuer or a related entity of the issuer; and
- (c) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

“**control**”: 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.

“**control person**” means any person that holds or is one of a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, that holds

- (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
- (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer.

“**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 or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan and 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 officer, 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;

“**financial institution**” described in section 73.1(1) of the *Securities Act* (Ontario) means:

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

“**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 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;

“**individual**” means a natural person, but does not include:

- (a) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or a trust, or
- (b) a natural person in the person’s capacity as trustee, executor, administrator or other legal representative;

“**insider**” means:

- (a) a director or an officer of an issuer;
- (b) a director or an officer of a person that is itself an insider or a subsidiary of an issuer;
- (c) a person that has:
 - (i) beneficial ownership of, or control or direction over, directly or indirectly; or
 - (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person as underwriter in the course of distribution;
- (d) an issuer that has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security;
- (e) a person designated as an insider in an order made under applicable securities legislation; or
- (f) a person that is in a prescribed class of persons;

“**investment fund**” means a mutual fund or non-redeemable investment fund;

“**investment fund**” means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes: (i) an employee venture capital corporation that does not have a restricted constitution and is registered under Part 2 of the *Employee Investment Act* (British Columbia) and whose business objective is making multiple investments, and (ii) a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia) whose business objective is making multiple investments.

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

“**local jurisdiction**” means the jurisdiction in which the applicable securities regulatory authority is situated;

“**mutual fund**” includes for the purposes of Alberta, Manitoba, Newfoundland and Labrador, Nova Scotia, Ontario, Québec, Prince Edward Island and Saskatchewan securities law, an issuer of securities that entitles 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 part of the net assets, including a separate fund or trust account, of the issuer of the securities;

“**net assets**” means the Subscriber’s total assets minus all of the Subscriber’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of an Subscriber’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Subscriber’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 for the purpose of (i) exercising or seeking to exercise control of an issuer other than an issuer which is a mutual fund or a non-redeemable investment fund, or (i) 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 an individual, a corporation, a partnership, party, trust, fund, and an association, syndicate, or other organized group of persons, whether incorporated or not, and an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative.

“**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).

“**promoter**” means, if used in relation to an issuer, a person who:

1. acting alone or in concert with one or more other persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; or
2. in connection with the founding, organization or substantial reorganization of the business of the issuer, directly or indirectly receives, in consideration of services or property or both, 10% or more of a class of the issuer's own securities or 10% or more of the proceeds from the sale of a class of the issuer's own securities of a particular issue;
3. but does not include a person who:
 - (i) receives securities or proceeds referred to in paragraph (b)
 - (A) solely as underwriting commissions, or
 - (B) in consideration for property, and
 - (ii) does not otherwise take part in founding, organizing or substantially reorganizing the business;

“**registrant**” means a person registered or required to be registered under applicable securities legislation;

“**regulator**” means, for the local jurisdiction, the Executive Director, Director, Administrator or Regulator as defined under securities legislation 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 for British Columbia, the *Securities Act* (British Columbia) and the regulations and rules under such Act and the blanket rulings and orders issued by the British Columbia Securities Commission;

“**securities regulatory authority**” means the British Columbia Securities Commission;

“**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);

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

All monetary references are in Canadian Dollars.

Note: The following is an excerpt from the Companion Policy to National Instrument 45-106 which provides guidance as to the meaning of beneficial ownership of financial assets:

“Paragraph (j) of the “accredited investor” definition refers to 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. As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual's spouse, or both, in any particular instance. However, financial assets held in a trust or in other types of investment vehicles for the benefit of an individual may raise questions as to whether the individual beneficially owns the financial assets in the circumstances. 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.

For example, securities held in a self-directed RRSP, for the sole benefit of an individual are beneficially owned by that individual. In general, financial assets in a spousal RRSP would also be included for the purposes of the threshold test because paragraph (j) takes into account financial assets owned beneficially by a spouse. However, financial assets held in a group RRSP under which the individual would not have the ability to acquire the financial assets and deal with them directly would not meet these beneficial ownership requirements.”

APPENDIX C
ACCREDITED INVESTOR RISK ACKNOWLEDGEMENT

Instructions: To be completed by individuals investing under categories (j), (k) or (l) of the definition of “**accredited investor**” in *National Instrument 45-106 – Prospectus Exemptions* (“**NI 45-106**”) or Section 73.3 of the *Securities Act* (Ontario), which are reproduced in Appendix B as paragraphs (j), (k) or (l), as applicable. Note that individuals investing under category (j.1) of the definition of “**accredited investor**” in NI 45-106 or Section 73.3 of the *Securities Act* (Ontario) do not need to complete this form.

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 consisting of 1 common share and one-half of one common share purchase warrant	Issuer: True Leaf Brands Inc.
Purchased from:	
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. 	

- 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 issuer or selling security holder, 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

True Leaf Brands Inc.
 100 Kalamalka Lake Road, Unit 32
 Vernon, British Columbia V1T 9G1
 Contact: Darcy Bomford, CEO & President
 P. 250-274-6063
E.ir@trueleafbrands.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

APPENDIX D -1
OFFERING MEMORANDUM RISK ACKNOWLEDGEMENT

Instructions: To be completed by individuals relying on the “offering memorandum” exemption in *National Instrument 45-106 – Prospectus Exemptions* (“NI 45-106”), and are not receiving advice from a registrant.

Form 45-106F4 Risk Acknowledgement

WARNING

<p>Risk Acknowledgement</p> <ul style="list-style-type: none">- 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 or the disclosure in the offering memorandum.- 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.- I will not be able to sell these securities for 4 months.- I could lose all the money I invest. <p>I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future. True Leaf Brands Inc. will pay \$ _____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.</p> <p>I acknowledge that this is a risky investment and that I could lose all the money I invest.</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none;">_____</td><td style="width: 50%; border: none;">_____</td></tr><tr><td style="border: none;">Date</td><td style="border: none;">Signature of Purchaser</td></tr><tr><td style="border: none;"> </td><td style="border: none;"> </td></tr><tr><td style="border: none;"> </td><td style="border: none;">_____</td></tr><tr><td style="border: none;"> </td><td style="border: none;">Print name of Purchaser</td></tr></table> <p>Sign 2 copies of this document. Keep one copy for your records.</p>		_____	_____	Date	Signature of Purchaser				_____		Print name of Purchaser
_____	_____										
Date	Signature of Purchaser										

	Print name of Purchaser										

You have 2 business days to cancel your purchase

To do so, send a notice to True Leaf Medicine International Ltd. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities.

You can send the notice by fax or email or deliver it in person to True Leaf at its business address. Keep a copy of the notice for your records.

True Leaf Brands Inc.
100 Kalamalka Lake Road, Unit 32
Vernon, British Columbia V1T 9G1
Contact: Darcy Bomford, CEO & President
P. 250-274-6063
E.ir@trueleafbrands.com

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 will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

You will receive an offering memorandum

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission Phone: 604 899-6500 Fax: 604 899-6506 www.bcsc.bc.ca	Alberta Securities Commission Phone: 403 297-6454 Fax: 403 297-6156 www.albertasecurities.com	New Brunswick Securities Commission Phone: 506 658-3060 Fax: 506 658-3059 www.nbsc-cvm n b.ca
Manitoba Securities Commission Phone: 204 945-2548 Fax: 204 945-0330 www.msc.gov.mb.ca	Ontario Securities Commission Phone: 416 593-8314 Fax: 416 593-8177 www.osc.gov.on.ca	Nova Scotia Securities Commission Phone: 902 424-7768 Fax: 902 424-4625 www.gov.ns.ca
Saskatchewan Financial Services Commission, securities Division Phone: 306 787-5645 Fax: 306 787-5899 www.sfsc.gov.sk.ca	Securities Commission of Newfoundland and Labrador Phone: 709 873-7490 Fax: 709 729-6187 www.gov.nl.ca	Prince Edward Island securities Office Phone: 902 368-4550 Fax: 902 368-5283 www.gov.pe.ca
Department of Justice, Northwest Territories securities Registry Phone: 867 873-7490 Fax: 867 873-0243 www.justice.gov.nt.ca	Yukon Registrar of securities Phone: 867 667-5314 Fax: 867 393-6251 www.gov.yk.ca	Department of Justice, Nunavut Legal Registries Division Phone: 867 975-6190 Fax: 867 975-6194 www.gov.nu.ca
Authorite Des Marches Financiers Phone: 418 525-0337 Fax: 418 525-9512 www.lautorite.qc.ca		

**APPENDIX D -2
OFFERING MEMORANDUM RISK ACKNOWLEDGEMENT**

Form 45-106F4 Risk Acknowledgement

Instructions: To be completed by individuals relying on the “offering memorandum” exemption in *National Instrument 45-106 – Prospectus Exemptions* (“NI 45-106”), and who have received advice from a registrant.

WARNING

<p>Risk Acknowledgement</p> <ul style="list-style-type: none">- 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 or the disclosure in the offering memorandum.- I will not be able to sell these securities for 4 months.- I could lose all the money I invest. <p>I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future. True Leaf Brands Inc. will pay \$ _____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.</p> <p>I acknowledge that this is a risky investment and that I could lose all the money I invest.</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none;">_____</td><td style="width: 50%; border: none;">_____</td></tr><tr><td style="border: none;">Date</td><td style="border: none;">Signature of Purchaser</td></tr><tr><td style="border: none;"> </td><td style="border: none;">_____</td></tr><tr><td style="border: none;"> </td><td style="border: none;">Print name of Purchaser</td></tr></table> <p>Sign 2 copies of this document. Keep one copy for your records.</p>		_____	_____	Date	Signature of Purchaser		_____		Print name of Purchaser
_____	_____								
Date	Signature of Purchaser								

	Print name of Purchaser								

You have 2 business days to cancel your purchase

To do so, send a notice to True Leaf Medicine International Ltd. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities.

You can send the notice by fax or email or deliver it in person to True Leaf at its business address. Keep a copy of the notice for your records.

True Leaf Brands Inc.
100 Kalamalka Lake Road, Unit 32
Vernon, British Columbia V1T 9G1
Contact: Darcy Bomford, CEO & President
P. 250-274-6063
E.ir@trueleafbrands.com

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 will receive an offering memorandum

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

For more information on the exempt market, call your local securities regulatory authority or regulator.

British Columbia Securities Commission Phone: 604 899-6500 Fax: 604 899-6506 www.bcsc.bc.ca	Alberta Securities Commission Phone: 403 297-6454 Fax: 403 297-6156 www.albertasecurities.com	New Brunswick Securities Commission Phone: 506 658-3060 Fax: 506 658-3059 www.nbsec-cvm.nb.ca
Manitoba Securities Commission Phone: 204 945-2548 Fax: 204 945-0330 www.msc.gov.mb.ca	Ontario Securities Commission Phone: 416 593-8314 Fax: 416 593-8177 www.osc.gov.on.ca	Nova Scotia Securities Commission Phone: 902 424-7768 Fax: 902 424-4625 www.gov.ns.ca
Saskatchewan Financial Services Commission, securities Division Phone: 306 787-5645 Fax: 306 787-5899 www.sfsc.gov.sk.ca	Securities Commission of Newfoundland and Labrador Phone: 709 873-7490 Fax: 709 729-6187 www.gov.nl.ca	Prince Edward Island securities Office Phone: 902 368-4550 Fax: 902 368-5283 www.gov.pe.ca
Department of Justice, Northwest Territories securities Registry Phone: 867 873-7490 Fax: 867 873-0243 www.justice.gov.nt.ca	Yukon Registrar of securities Phone: 867 667-5314 Fax: 867 393-6251 www.gov.yk.ca	Department of Justice, Nunavut Legal Registries Division Phone: 867 975-6190 Fax: 867 975-6194 www.gov.nu.ca
Autorité Des Marchés Financiers Phone: 418 525-0337 Fax: 418 525-9512 www.lautorite.qc.ca		

**SCHEDULE A TO APPENDIX D-1 AND D-2
CLASSIFICATION OF INVESTORS UNDER THE OFFERING MEMORANDUM EXEMPTION**

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario.

How you qualify to buy securities under the offering memorandum exemption		
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.		
A. You are an eligible investor because:		Your initials
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this 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 \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	
B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario), because:		Your initials
Accredited Investor	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 this 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.)	

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:		Your initials
Family, Friends and Business Associates	<p>You are: <i>[check all applicable boxes]</i></p> <p>1) <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> <p>OR</p> <p>2) <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</p> <p>OR</p> <p>3) <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>	
	<p>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. <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>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>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>	
D. You are not an Eligible Investor.		Your initials
Not an Eligible Investor	You acknowledge that you are not an eligible investor.	
E. Your name and signature		
First and last name (please print):		
Signature:		Date:

SCHEDULE B TO APPENDIX D-1 AND D-2
INVESTMENT LIMITS FOR INVESTORS UNDER THE OFFERING MEMORANDUM EXEMPTION

Instructions: This schedule must be completed together with the Risk Acknowledgement Form by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Manitoba, Northwest Territories, Nunavut, Prince Edward Island or Yukon who are not accredited investors and are not non-individuals purchasing more than CDN\$10,000 but less than CDN \$150,000 in Units.

Initial one of the following statements:

A. You are an eligible investor because:		Your initials
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this 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 \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	
B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario).		Your initials
Accredited Investor	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [<i>Accredited investor</i>], you are not subject to investment limits.	
C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [<i>Family, friends and business associates</i>], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$ _____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

E. Your name and signature

First and last name (please print):

Signature:	Date:
------------	-------

SECTION 2 TO BE COMPLETED BY THE REGISTRANT

2. Registrant information

[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]

First and last name of registrant (please print):

Registered as:

[Instruction: indicate whether registered as a dealing representative or advising representative]

Telephone:	Email:
------------	--------

Name of firm:

[Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]

Date:

APPENDIX E
ELIGIBLE INVESTOR STATUS CERTIFICATE

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption		
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.		
A. You are an eligible investor.		Your initials
Eligible Investor	You confirm you are a person whose net assets, alone or with a spouse, in the case of an individual, exceeds CDN\$400,000.	
	You confirm your net income before taxes exceeded CDN\$75,000 in each of the two most recent calendar years and you reasonably expects to exceed that income level in the current calendar year,	
	You confirm your net income before taxes, alone or with your spouse, in the case of an individual, exceeded CDN\$125,000 in each of the two most recent calendar years and you reasonably expect to exceed that income level in the current calendar year	
	You confirm you are a person of which a majority of the voting securities are beneficially owned by Eligible Investors or a majority of the directors are eligible investors.	
	You confirm you are a General Partner in which all of the partners are Eligible Investors.	
	You confirm you are a limited partnership in which the majority of the General Partner are Eligible Investors.	
	You confirm you are a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors.	
	You confirm that, after taking into account your investment of \$ _____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.	
	You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.	
You confirm that, after taking into account your investment of \$ _____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.		

B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106, because:		Your initials
Accredited Investor	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 this 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.)	
C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [Family, friends and business associates], you are not subject to investment limits.	
D. You obtained suitability advice from an eligible advisor.		Your initials
Suitability Advice	<p>You have obtained advice regarding the suitability of the investment and that advice has been obtained from an eligibility adviser. An "eligibility adviser" means:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. 	

E. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	
F. Your name and signature		
First and last name (please print):		
Signature:	Date:	

**SCHEDULE A TO APPENDIX E
ELIGIBLE INVESTOR REPRESENTATION LETTER**

TO: True Leaf Brands Inc. (the “**Company**”)

In connection with the execution by the undersigned subscriber, on its own behalf and on behalf of the Disclosed Principal (collectively, the “**Subscriber**”), of the Subscription Agreement which this Appendix forms a part, the Subscriber hereby warrants, covenants and certifies to the Company (and acknowledges that the Company and its legal counsel is relying thereon) that:

1. the Subscriber is resident in the jurisdiction set out as the “Subscriber's Address” on the Face Page of the Subscription Agreement;
2. the Subscriber is purchasing the securities as principal for its own account;
3. The Subscriber is and will be at the Closing Time (as defined in the Subscription Agreement) an “**eligible subscriber**” 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 Representation Letter.
4. The Subscriber fully understands the meaning of the terms and conditions of the category of “**eligible subscriber**” applicable to it and confirms that it has reviewed and understands the definitions in Appendix A to this Representation Letter in respect of the category of “**eligible subscriber**” applicable to it and it has reviewed and understands the definition of “net assets”, if applicable, contained in Definitions for the Purpose of Appendix B;
5. If a resident of Alberta, Saskatchewan or Ontario and is an individual, the Subscriber has also completed and initialed Schedule A, and Schedule B to Appendix D-1 and D-2 shall be incorporated into and form part of the Subscription Agreement and the Company and its counsel shall be entitled to rely thereon; And
6. The Subscriber was not created or used solely to purchase or hold securities as an eligible subscriber.

The foregoing representations contained in this certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the time of Closing. If any such representations shall not be true and accurate prior to the time of Closing, the undersigned shall give immediate written notice of such fact to the Company and its legal counsel prior to Closing. The undersigned acknowledges that the Company may follow-up with the Subscriber in order to verify their eligible investor status by obtaining further information in order to satisfy the Company’s obligations under applicable securities laws.

Upon execution of this Appendix by the undersigned Subscriber, this Certificate shall be incorporated into and form a part of the Subscription Agreement to which it is attached.

Dated: _____

Print Name of Subscriber

By: _____
Signature

Print Name of Signatory (if different from Subscriber)

Title

APPENDIX F
CLOSE FRIENDS, FAMILY OR BUSINESS CERTIFICATE

To: True Leaf Brands Inc. (the “**Company**”)

The categories listed herein contain certain specifically defined terms. Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in *National Instrument 45-106 – Prospectus Exemptions* (“**NI 45-106**”) promulgated under the applicable securities laws. If you are unsure as to the meanings of those terms or are unsure as to the applicability of any category below, please contact your legal advisor before completing this certificate.

In connection with the execution by the undersigned subscriber, on its own behalf and on behalf of the Disclosed Principal (collectively, the “**Subscriber**”), of the Subscription Agreement which this Appendix forms a part, the Subscriber hereby warrants, covenants and certifies to the Company (and acknowledges that the Company and its legal counsel is relying thereon) that:

- (a) the Subscriber is resident in the jurisdiction set out as the “Subscriber's Address” on the Face Page of the Subscription Agreement;
- (b) the Subscriber is purchasing the securities as principal for its own account; and
- (c) the Subscriber is relying on the registration and prospectus exemptions provided under Section 2.5 “**Family, Friends and Business Associates**” of NI 45-106 on the basis that the undersigned fits within the category of “**Family, Friends and Business Associates**” reproduced below beside which the undersigned has indicated the undersigned belongs to such category.

1. the Subscriber is (please initial or place a check-mark on the appropriate line below and provide the requested information, as applicable):

- (a) a director, executive officer or control person of the Company, or of an affiliate of the Company,
- (b) a spouse, parent, grandparent, brother, sister, child or grandchild of _____ (print name of person), who is a director, executive officer or control person of the Company or of an affiliate of the Company,
- (c) a spouse, parent, grandparent, brother, sister, child or grandchild of _____ (print name of person), who is a director, executive officer or control person of the Company or of an affiliate of the Company,
- (d) a close personal friend (see guidance on making this determination that starts on page 19 below) of _____ (print name of person), who is a director, executive officer, founder or control person of the Company, or of an affiliate of the Company, and has been for _____ years based on the following factors:

(explain the nature of the close personal friendship),

- (e) a close business associate (see guidance on making this determination that starts on page 19 below) of _____ (print name of person), who is a director, executive officer, founder or control person of the Company, or of an affiliate of the Company and has been for _____ years based on the following factors
-

(explain the nature of the close business association),

- (f) a founder of the Company or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate (see guidance on making these determinations that starts on page 19 below) of _____ (print name of person) who is a founder of the Company, and, if a close personal friend or close business associate of such person, has been for _____ years based on the following factors:
-
-
-

(explain the nature of the close personal friendship or business association),

- (g) a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (print name of person) who is a founder of the Company,
- (h) a company of which a majority of the voting securities are beneficially owned by - or a majority of the directors are - persons or companies described in subsections 1(a) to 1(g) above, or
- (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections 1(a) to 1(g) above;

2. if the Subscriber is resident in the Province of Saskatchewan or is subject to the Securities Laws of the Province of Saskatchewan and the Subscriber is relying on the indicated criterion as set out in subsections 1(d), 1(e) or 1(h) or 1(i) if the distribution is based in whole or in part on a close personal friendship or a close business association, the Subscriber has provided the Company with a signed risk acknowledgement form (to be provided by the Company on request);

3. For the purposes hereof, the following definitions are included for convenience:

(a) “**control person**” has the same meaning as in securities legislation except in Manitoba, Newfoundland, Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds:

- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
- (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;

(b) “**director**” means:

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

(c) “**executive officer**” means, for an issuer, an individual who is:

- (i) a chair, vice-chair or president,
- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,

- (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
- (iv) performing a policy-making function in respect of the issuer;

(d) “**founder**” means, in respect of an issuer, a person who:

- (i) 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
- (ii) at the time of the trade is actively involved in the business of the issuer;

(e) “**spouse**” means an individual who:

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

In NI 45-106 and this Appendix E, a person or trust is considered to be an affiliated entity of another person or trust if one is a subsidiary entity of the other, if both are subsidiary entities of the same person or trust, or if each of them is controlled by the same person or trust.

The foregoing representations contained in this certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the time of Closing. If any such representations shall not be true and accurate prior to the time of Closing, the undersigned shall give immediate written notice of such fact to the Company and its legal counsel prior to Closing. The undersigned acknowledges that the Company may follow-up with the Subscriber in order to verify their accredited investor status by obtaining further information in order to satisfy the Company’s obligations under applicable securities laws.

Upon execution of this Appendix by the undersigned Subscriber, this Certificate shall be incorporated into and form a part of the Subscription Agreement to which it is attached.

Dated: _____

Print Name of Subscriber

By: _____
Signature

Print Name of Signatory (if different from Subscriber)

Title

**SCHEDULE A TO APPENDIX F
FAMILY, FRIEND AND BUSINESS ASSOCIATE INVESTORS RISK ACKNOWLEDGEMENT
(SASKATCHEWAN RESIDENTS)**

**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 has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me.
- 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 \$ _____ 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 i.e. founder, director, senior officer or control person) of the Company Brands Inc.

I acknowledge that I am purchasing based on my close relationship with _____ (state name of founder, director, senior 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.

Dated

Signature of Subscriber

Print Name of Subscriber

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

WARNING

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 and is not required 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

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. There may be no market for these securities. You may never be able to sell these securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

**SCHEDULE B TO APPENDIX F
FAMILY, FRIEND AND BUSINESS ASSOCIATE INVESTORS – RISK ACKNOWLEDGEMENT**

**FORM 45-106F12
Risk Acknowledgement Form for Family, Friend and
Business Associate Investors (Ontario)**

WARNING!
This investment is risky. Do not 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 consisting of 1 common share and one-half of one common share purchase warrant	Issuer: True Leaf Brands Inc.

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 \$_____. <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:	Your initials
<p>A) You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p>	

<p>2) <i>[check all applicable boxes]</i></p> <p><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</p> <p><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>	
---	--

<p>B) You are a family member of _____ who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p><i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i></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 _____ who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p><i>[Instruction: Insert the name of your close personal friend]</i></p> <p>You have known that person for _____ years.</p>	
---	--

<p>D) You are a close business associate of _____ who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p><i>[Instruction: Insert the name of your close business associate]</i></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:
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SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE 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 Subscriber 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 Subscriber:

[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 TO BE COMPLETED BY THE ISSUER

6. For more information about this investment

True Leaf Brands Inc.
32 – 100 Kalamalka Lake Road
Vernon, British Columbia V1T 9G1
Attention: Chief Financial Officer
Email: ir@trueleaf.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 Subscriber):

Date:

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 Subscriber completes and signs the form.**

The Subscriber, an executive officer who is not the Subscriber and, if applicable, the person who claims the close personal relationship to the Subscriber must sign this form. Each of the Subscriber, contact person at the Issuer and the Issuer must receive a copy of this form signed by the Subscriber. The Issuer is required to keep a copy of this form for 8 years.

APPENDIX G
OFFSHORE INVESTOR CERTIFICATE (NON U.S. AND NON-CANADIAN SUBSCRIBERS)

Capitalized terms not specifically defined in this Form have the meaning ascribed to them in the Subscription Agreement.

TO: True Leaf Brands Inc.

In connection with the purchase by the undersigned subscriber (the “**Subscriber**”) of units (the “**Units**”) of True Leaf Brands Inc. (the “**Company**”), the Subscriber on its own behalf and (if applicable) on behalf of others for whom it is acting hereunder, hereby represents, warrants, covenants and certifies to and with the Company and its legal counsel (and acknowledges that the Company and its legal counsel are relying thereon) that the undersigned is not a resident in the United States or Canada and is not a “**U.S. Person**” (as defined in Regulation S promulgated under the U.S. Securities Act), is not purchasing the Units for the account or benefit of a U.S. Person or a person in the United States (as defined in Regulation S) or a Canadian Person, and is otherwise subject to, the securities laws of a jurisdiction other than Canada or the United States and:

- (a) the Subscriber is, and (if applicable) any other purchase for whom it is acting hereunder, is:
 - (i) a purchaser that is recognized by the securities regulators in the jurisdiction in which it is, and (if applicable) any other purchaser whom it is acting hereunder is resident or otherwise subject to the securities laws of such jurisdiction as an exempt purchaser and is purchasing Units as principal for its, or (if applicable) each such other purchaser’s, own account, and not for the benefit of any other person, corporation, firm or other organization has a beneficial interest in the said securities being purchased, or purchasing the securities as agent or trusted for the principal disclosed on the cover page of this Subscription Agreement and each disclosed principal for whom the Subscriber is acting is purchasing as principal for its own account, and not a view to resale or distribution; or
 - (ii) a purchaser which is purchasing the Units pursuant to an exemption from any prospectus or securities registration requirements available to the Company, the Subscriber and any such other purchaser under applicable securities laws of their jurisdiction of resident or to which they Subscriber and any such other purchaser are otherwise subject to, and the Subscriber and any such other purchaser will deliver to the Company such particulars of the exemption and their qualification thereunder as the Company may reasonably request;
- (a) the purchase of the Units by the Subscriber, and (if applicable) each such other purchaser, does not contravene any of the applicable securities laws in such jurisdiction and does not trigger: (i) any obligation of the Company to prepare and file a prospectus, an offering memorandum, or similar document; or (ii) any obligation of the Company to make any filings with or seek any approvals of any kind from any regulatory body in such jurisdictions 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 Company;
- (b) the Subscriber is knowledgeable of, any has been independently advised as to, the securities laws of such jurisdiction as applicable to this Subscription Agreement; and
- (c) the Subscriber, and (if applicable) any other purchase from whom it is acting hereunder, will not sell or otherwise dispose of any Units, except in accordance with the Securities Laws and any other applicable securities laws, and if the Subscriber sells or otherwise disposes of any Units to a person other than a resident of Canada, the Subscriber will obtain from such purchaser representations, warranties and covenants in the same form as provided in this Form and will comply with such other requirements as the Company reasonably requires.

Upon execution of this Schedule by the undersigned Subscriber, this Representation Letter shall be incorporated into and form a part of the Subscription Agreement to which it is attached.

Dated: _____

Print Name of Subscriber

By: _____
Signature

Print Name of Signatory (if different from Subscriber)

Title

APPENDIX H
U.S. ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in *Regulation D of the U.S. Securities Act*. If you are unsure as to the meanings of those terms or are unsure as to the applicability of any category below, please contact your legal advisor before completing this certificate.

In connection with the execution by the undersigned subscriber, on its own behalf and on behalf of the Disclosed Principal (collectively, the “**Subscriber**”), of the Subscription Agreement which this Appendix forms a part, the Subscriber hereby warrants, covenants and certifies to the Company (and acknowledges that the Company and its legal counsel is relying thereon) that:

- (a) the Subscriber is resident in the jurisdiction set out as the “Subscriber’s Address” on the Face Page of the Subscription Agreement;
- (b) the Subscriber is either: (i) purchasing the securities as principal for its own account, or (ii) is deemed to be purchasing the securities as principal as set out on the Face Page;
- (c) the Subscriber was not created or used solely to purchase or hold securities as an accredited investor;
- (d) the Subscriber is an “accredited investor” within the meaning Regulation D Rule 501 of the U.S. Securities Act, by virtue of satisfying the indicated criterion set out below:

PLACE YOUR INITIALS BESIDE EACH CATEGORY BELOW WHICH APPLIES TO YOU. IN COMPLETING THIS CERTIFICATE, PLEASE REVIEW THE DEFINITIONS WHICH APPEAR AT THE END OF THIS CERTIFICATE.

- _____ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds U.S. \$1,000,000, excluding the value of the primary residence of such natural person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property, up to the estimated fair market value of the property;
- _____ a natural person who had individual income exceeding U.S. \$200,000 in each of the two most recent years or joint income with that person’s spouse exceeding U.S. \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
- _____ a broker-dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934*, as amended.
- _____ an organization described in Section 501(c)(3) of the *Internal Revenue Code of 1986*, as amended, not formed for the specific purpose of acquiring the Units, with total assets exceeding U.S. \$5,000,000.
- _____ a corporation, Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Units, with total assets exceeding U.S. \$5,000,000.
- _____ a trust, not formed for the specific purpose of acquiring the Units, with total assets exceeding U.S. \$5,000,000 and whose purchase is directed by a “**sophisticated person**,” as defined in Rule 506(b)(2)(ii) of Regulation D.

(For the purposes of this questionnaire, a “**sophisticated person**” means any person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.)
- _____ an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974*, as amended, and (i) investment decisions for such plan are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is a bank, savings and loan association, insurance company or registered investment adviser or (ii) such plan has total assets exceeding U.S. \$5,000,000 or (iii) if a self-directed plan, investment decisions are made solely by accredited investors.

- _____ an entity in which all of the equity owners are accredited investors.
- _____ a member of the Board of Directors or an executive officer of the Company.
- _____ a bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity.
- _____ an insurance company as defined in Section 2(13) of the 1933 Act.
- _____ an investment company registered under the *Investment Company Act of 1940*, as amended (the "ICA").
- _____ a business development company as defined in Section 2(a)(48) of the ICA.
- _____ a Small Business Investment Company licensed by the Small Business Administration under Section 301(c) of the *Small Business Investment Act of 1958*, as amended.
- _____ a private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940*, as amended.
- _____ a plan which has total assets in excess of U.S. \$5,000,000 and which is 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.
- _____ a revocable trust which may be amended or revoked at any time by the grantors thereof, and all such grantors are Accredited Investors.
- _____ an Accredited Investor for the following reasons (describe reasons, if not previously provided):
 - _____
 - _____
 - _____
 - _____
 - _____

Upon execution of this Schedule by the undersigned Subscriber, this Representation Letter shall be incorporated into and form a part of the Subscription Agreement to which it is attached.

Dated: _____

Print Name of Subscriber

By: _____
Signature

Print Name of Signatory (if different from Subscriber)

Title

APPENDIX I
CONTACT INFORMATION FOR CANADIAN SECURITIES REGULATORS

Alberta Securities Commission

Suite 600, 250- 5th Street SW
Calgary, Alberta T2P OR4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y IL2
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

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

**Government of Newfoundland and Labrador
Financial Services Regulation Division**

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) 7294189
Facsimile: (709) 729-6187

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower
P.O. Box458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

**Office of the Superintendent of Securities
Government of Yukon**

Department of Community Services
307 Black Street, 1st floor
Box 2703, C-6
Whitehorse, Yukon Y1A 2C6
Telephone: (867) 667-5466
Facsimile: (867) 393-6251
Email: Securities@gov.yk.ca

**Financial and Consumer Affairs Authority of
Saskatchewan**

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

**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) 920-8984
Facsimile: (867) 873-0243

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island CIA 7N8
Telephone: (902) 3684569
Facsimile: (902) 368-5283

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

**Government of Nunavut Department of
Justice Legal Registries**

Division P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut XOA OHO
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

**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