

THE SECURITIES BEING OFFERED FOR SALE MAY BE PURCHASED BY RESIDENTS OF ANY OF THE PROVINCES AND TERRITORIES OF CANADA PURSUANT TO AVAILABLE EXEMPTIONS UNDER APPLICABLE SECURITIES LEGISLATION.

# STRATEGX ELEMENTS CORP.

## PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT SUBSCRIPTION FOR FLOW-THROUGH SHARES

*Private Placement of FT Shares at a purchase price of \$0.30 each.*

### INSTRUCTIONS TO SUBSCRIBERS

The following items in this Subscription Agreement **must be completed** (Subscriber, please **check** each applicable box):

#### **All Subscribers:**

All Subscribers must complete:

- Pages 1 and 2** of this Subscription Agreement; **AND**
- Schedule “A” - Additional Representations and Warranties.**

#### **Accredited Investors Only:**

- Schedule “B” - Accredited Investor Confirmation Certificate** – All Subscribers that are accredited investors must date and sign; **AND**
- If the Subscriber is an individual, and has indicated category (j), (k) or (l)** on the Accredited Investor Confirmation Certificate (Schedule “B”) the Subscriber must complete, initial and sign where indicated in **Appendix “I” to Schedule “B” – Risk Acknowledgement Form for Accredited Investors** (please also have your registered investment advisor complete and sign section 5 thereof)

#### **Minimum Amount Investment Certificate:**

- Schedule “C” – Minimum Amount Investment Certificate** - If the Subscriber is **NOT** an individual, and has an acquisition cost of not less than \$150,000, payable in cash, please complete, date and execute Schedule “C” in accordance with the instructions set out herein relating to that Schedule.

#### **Directors, Executive Officers, Employees, Consultants, Family, Friends and Business Associates Certificate:**

- Schedule “D” – Directors, Executive Officers, Employees, Consultants, Family, Friends and Business Associates Certificate** – If the Subscriber is a director, officer, employee or consultant of the Company, or a family member, close friend or close business associate of a director, officer or control person of the Company, please complete, date and execute Schedule “D” in accordance with the instructions set out herein relating to that Schedule.
- If the Subscriber is resident in Saskatchewan and has indicated they are a Close Personal Friend or Close Business Associate** on the Schedule “D” Exemption Certificate, the Subscriber must complete, initial and sign where indicated in **Appendix “I” to Schedule “D” – Risk Acknowledgement Form – Saskatchewan Close Personal Friends and Close Business Associates**
- If the Subscriber is resident in Ontario and has indicated they are Family or a Close Personal Friend or Close Business Associate** on the Schedule “D” Exemption Certificate, the Subscriber must complete, initial and sign where indicated in **Appendix “II” to Schedule “D” – Risk Acknowledgement Form for Family, Friends and Business Associates**

## DELIVERY OF DOCUMENTS AND METHODS OF PAYMENT

A completed and executed copy of this Subscription Agreement, including all applicable Schedules and Appendices thereto, together with the aggregate Subscription Price payable by **bank draft or certified cheque** made payable to “**StrategX Elements Corp.**”, must be delivered to the Company to:

**StrategX Elements Corp.**  
#514 – 55 Water Street  
Vancouver, British Columbia V6B 1A1  
Attention: Mr. Darren Bahrey  
Email: [darren@strategxcorp.com](mailto:darren@strategxcorp.com)

The aggregate Subscription Price may also be paid by **wire transfer** to:

**BANK OF MONTREAL**  
595 Burrard Street  
Vancouver, BC V7X 1L7 CANADA  
Institution number: **001**  
Transit number: **0004 (or use 00040, if 5 digit # is required)**  
Account number: **1768-067**  
Beneficiary Name: **StrategX Elements Corp.**  
BANK OF MONTREAL Swift Code: **BOFMCAM2**

**STRATEGX ELEMENTS CORP.**

**PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT  
SUBSCRIPTION FOR FLOW-THROUGH SHARES**

This Subscription Agreement is entered into between the subscriber (the “**Subscriber**”) whose details are more particularly set out in Item B1 or B2 below and StrategX Elements Corp., a company with an address for delivery located at #514 – 55 Water Street, Vancouver, BC V6B 1A1 (the “**Company**”).

Subject and pursuant to the terms and conditions set out in the attached “*Terms and Conditions of Subscription for FT Shares of StrategX Elements Corp.*” including without limitation the representations, warranties and covenants set forth in all Schedules and Appendices attached thereto and hereto, the Subscriber on its own behalf, and, if applicable, on behalf of those for whom the undersigned is contracting hereunder as trustee or agent (a “**Beneficial Purchaser**”), hereby irrevocably subscribes for, and at the closing will purchase from the Company, such number of flow-through common shares of the Company (the “**FT Shares**”) as is set out below, at a price of \$0.30 per FT Share.

This Subscription Agreement includes, and is made specifically subject to the attached “*Terms and Conditions of Subscription for FT Shares of StrategX Elements Corp.*”, Schedules “A” - “E” and all Appendices attached thereto and hereto, all of which are incorporated herein as terms and the Subscriber hereby agrees, without limitation, that the Company may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

**The Subscriber hereby directs the Company to issue and register the certificates representing the FT Shares subscribed for herein, and deliver them, as follows:**

A.

Number of FT Shares subscribed for: _____ x \$0.30 = _____ (the “ <b>Subscription Price</b> ”)
--

B1.

<b>TO BE COMPLETED BY INDIVIDUAL SUBSCRIBER:</b>
_____
<i>Name of Subscriber [Please Print]</i>
_____
<i>Signature of Subscriber</i>
_____
<i>Address of Residence of Subscriber [Please Print]</i>
_____
<i>E-Mail Address of Subscriber</i>
( ) _____
<i>Telephone Number of Subscriber</i>
_____
<i>Social Insurance Number of Subscriber</i>

**OR**  
B2.

<b>TO BE COMPLETED BY CORPORATE, PARTNERSHIP OR TRUST SUBSCRIBER:</b>
_____
<i>Name of Subscriber [Please Print]</i>
_____
<i>Signature of Authorized Signatory</i>
_____
<i>Name and Title of Authorized Signatory [Please Print]</i>
_____
<i>Address of Residence of Subscriber [Please Print]</i>
_____
<i>E-Mail Address of Subscriber</i>
( ) _____
<i>Telephone Number of Subscriber</i>
_____
<i>Taxation Account Number of Subscriber</i>

B3.

**TO BE COMPLETED BY INDIVIDUAL SUBSCRIBER, IF PURCHASING ON BEHALF OF A BENEFICIAL PURCHASER**

\_\_\_\_\_  
*Name of Beneficial Purchaser [Please Print]*

\_\_\_\_\_  
*Address of Residence of Beneficial Purchaser [Please Print]*

\_\_\_\_\_  
*E-Mail Address of Beneficial Purchaser*

( ) \_\_\_\_\_  
*Telephone Number of Beneficial Purchaser*

**Note to B3: If the Subscriber is signing as agent for a principal and is not a trust company, trust corporation, or registered adviser described in paragraph (p) or (q) of the definition of “accredited investor” in section 1.1 of National Instrument 45-106 – Prospectus Exemptions, each purchasing on behalf of a fully managed account, complete the entirety of box B3 to the left.**

C.

**REGISTRATION INSTRUCTIONS:**

As set out in B1/B2/B3 above; or

\_\_\_\_\_  
*Name [Please Print]*

\_\_\_\_\_  
*Account reference, if applicable*

\_\_\_\_\_  
*Address [Please Print]*

( ) \_\_\_\_\_  
*Telephone Number of Subscriber*

D.

**DELIVERY INSTRUCTIONS:**

As set out in B1/B2/B3 above; or

As set out in C above; or

\_\_\_\_\_  
*Account reference, if applicable*

\_\_\_\_\_  
*Contact Name [Please Print]*

\_\_\_\_\_  
*Address [Please Print]*

( ) \_\_\_\_\_  
*Telephone Number of Contact*

E.

**CERTIFICATE or DRS:**

FT Shares to be issued in certificate form;

or

FT Shares to be issued via book entry through the Direct Registration System (“DRS”)

*If no preference is marked, the FT Shares will be issued via DRS.*

*[Acceptance page of the Company follows]*

**ACCEPTANCE BY THE COMPANY**

The Company hereby accepts this subscription for the FT Shares on the terms and subject to the conditions set out in this Subscription Agreement (including the attached “*Terms and Conditions of Subscription for FT Shares of StrategX Elements Corp.*” and all Schedules and Appendices attached thereto and hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**STRATEGX ELEMENTS CORP.**

Per: \_\_\_\_\_  
*Authorized Signatory*

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR FT SHARES  
OF STRATEGX ELEMENTS CORP.**

**ARTICLE 1  
INTERPRETATION**

- 2.1 Definitions.** Whenever used in this Subscription Agreement, the following words and phrases will have the respective meanings ascribed to them as follows:
- (a) “**affiliate**”, “**distribution**” and “**insider**” have the respective meanings ascribed to such terms in the *Securities Act* (British Columbia).
  - (b) “**Beneficial Purchaser**” has the meaning ascribed thereto on page 1 of this Subscription Agreement.
  - (c) “**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia, are not open for business.
  - (d) “**Canadian Exploration Expense(s)**” or “**CEE**” means expenses of the type described within paragraph (f) of the definition of “*Canadian exploration expense*” in subsection 66.1(6) of the ITA or which would be included in paragraph (h) of that definition if the reference therein to “*paragraphs (a) to (d) and (f) to (g.4)*” were read as “*paragraph (f)*”, excluding amounts which are prescribed to constitute “*Canadian exploration and development overhead expense*” under the ITA, the amount of any assistance described in paragraph 66(12.6)(a) of the ITA, the cost of any expenditure described in paragraph 66(12.6)(b.1) of the ITA or any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term “expense” in subsection 66(15) of the ITA.
  - (e) “**Closing**” means the completion of the issue and sale of the FT Shares pursuant to the Offering on the Closing Date.
  - (f) “**Closing Date**” has the meaning ascribed to such term in section 4.1.
  - (g) “**Closing Time**” has the meaning ascribed to such term in section 4.1.
  - (h) “**Closing Year**” means the calendar year in which the Closing takes place.
  - (i) “**common shares**” means the common shares in the capital of the Company.
  - (j) “**Company**” means StrategX Elements Corp., and includes any successor corporation to or of the Company.
  - (k) “**CRA**” means Canada Revenue Agency.
  - (l) “**Disclosure Documents**” has the meaning ascribed to such term in subsection 5.1(k).
  - (m) “**DRS**” means Direct Registration System.
  - (n) “**Exchange**” means the Canadian Securities Exchange.
  - (o) “**Exploration Program**” means an exploration program the Company intends to carry out, either alone or in conjunction with others, on the Property for the purpose of determining the existence, location and quality of the mineral resources located thereon.
  - (p) “**Flow-Through Funds**” means the aggregate purchase price paid by the Subscriber for the FT Shares.
  - (q) “**FT Shares**” has the meaning ascribed to such term on page 1 of this Subscription Agreement.
  - (r) “**Indemnified Person**” has the meaning ascribed to such term in subsection 5.2(a).
  - (s) “**ITA**” means the *Income Tax Act* (Canada), together with all regulations promulgated thereunder, and including all specific proposals to amend the ITA publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof;

- (t) **“International Jurisdiction”** has the meaning set out in subsection 6.1(k);
- (u) **“International Jurisdiction’s Securities Law”** means, in respect of each and every offer and sale of the FT Shares, the securities legislation having application and the regulations, rules, orders, instruments, notices, directions, rulings and published policy statements of the securities regulatory authorities having jurisdiction over the Subscriber and this Offering, other than the laws of any Province or Territory in Canada, which would apply to this subscription.
- (v) **“NI 45-106”** means National Instrument 45-106 – *“Prospectus Exemptions”* as amended from time to time.
- (w) **“Offering”** has the meaning set out in section 3.1.
- (x) **“Other Agreements”** has the meaning ascribed to such term in subsection 5.1(gg).
- (y) **“PCMLTFA”** means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, as amended from time to time.
- (z) **“person”** means 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.
- (aa) **“Personal Information”** has the meaning ascribed to such term in subsection 8.2(d).
- (bb) **“Property”** means that property or those properties in which the Company has or proposes to acquire an interest in Nunavut and Northwest Territories, Canada, and upon which the Company will expend the Qualifying Expenses required to be expended by it under this Subscription Agreement.
- (cc) **“Qualifying Expenses”** means an expense which is CEE which qualifies as a Flow-Through Mining Expenditure, and which is incurred on or after the Closing Date and on or before December 31 of the year following the Closing Year that may be renounced by the Company pursuant to subsection 66(12.6) or 66(12.66) of the ITA.
- (dd) **“Securities Laws”** means collectively, the securities laws, instruments, regulations, rules, rulings and orders in the Province of British Columbia and any other applicable jurisdiction in Canada, and the policy statements issued by the Securities Regulators.
- (ee) **“Securities Regulators”** means the securities regulatory authorities or securities commissions in the Province of British Columbia and any other applicable jurisdiction in Canada.
- (ff) **“Subscriber”** means the subscriber for the FT Shares as set out on page 1 of this Subscription Agreement.
- (gg) **“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.
- (hh) **“Subscription Price”** has the meaning ascribed to such term on page 1 of this Subscription Agreement.
- (ii) **“Termination Date”** means December 31, 2023.
- (jj) **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.
- (kk) **“U.S. Person”** means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act and without limiting such definition includes a natural person resident in the United States, a partnership or corporation organized or incorporated under the laws of the United States, an estate of which any executor or administrator is a U.S. person, a trust of which any trustee is a U.S. person and a partnership or corporation organized or incorporated under the laws of any foreign jurisdiction by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned by U.S. Accredited Investors who are not natural persons, estates or trusts.
- (ll) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

**1.2 Gender and Number.** Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine gender and words importing persons will include firms and corporations and *vice versa*.

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

**1.4 Subdivisions, Headings and Table of Contents.** The division of this Subscription Agreement into Articles, sections, Schedules, Appendices and other subdivisions and the inclusion of headings are for convenience of reference only and will 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. References herein to an Article, section, subsection, paragraph, clause, Schedule or Appendix are to the applicable Article, section, subsection, paragraph, clause, Schedule or Appendix of this Subscription Agreement.

## ARTICLE 2 SCHEDULES & APPENDICES

**2.1 Description of Schedules & Appendices.** The following Schedules and Appendices are attached to and incorporated into this Subscription Agreement by reference and deemed to be a part hereof:

Schedule “A”	-	<i>Additional Representations &amp; Warranties</i>
Schedule “B”	-	<i>Exemption Certificate</i>
Appendix “I”	-	<i>Form 45-106F9 –Risk Acknowledgement</i>
Schedule “C”	-	<i>Minimum Amount Investment</i>
Schedule “D”	-	<i>Family, Friends and Business Associates and Employees, Executive Officers, Directors and Consultants</i>
Appendix “I”	-	<i>“Risk Acknowledgement Form – Saskatchewan Close Personal Friends and Close Business Associates”</i>
Appendix “II”	-	<i>“Ontario Risk Acknowledgement Form for Family, Friends and Business Associate Investors”</i>
Schedule “E”	-	<i>Contact Information of Public Officials Regarding Indirect Collection of Personal Information</i>

## ARTICLE 3 SUBSCRIPTION AND DESCRIPTION OF THE FT SHARES

**3.1 Subscription for FT Shares.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the FT Shares being subscribed for hereunder form part of a larger offering by the Company of FT Shares (the “**Offering**”). The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the FT Shares from the Company, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Price which is payable as described in Article 4 below.

**3.2 Acceptance and Rejection of Subscription by the Company.** The Subscriber acknowledges and agrees (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the Company reserves the right, in its absolute discretion, to reject this subscription for the FT Shares, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any payment delivered to the Company representing the Subscription Price 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 Price for that portion of the subscription for the FT Shares which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.



**3.3 Not a U.S. Offering.** The FT Shares have not been and will not be registered under the U.S. Securities Act, or the securities laws of any state of the United States, and the FT Shares may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. Persons, without registration under the U.S. Securities Act and applicable state securities laws or in compliance with requirements of an exemption from such registration requirements.

**3.4 Securities Issued at Different Prices & Characteristics.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the Company may issue other securities at different prices which may occur sequentially, from time to time, or at the same time and prices in the future may be lower than now. The Company may also issue securities which have warrants, or other benefits, attached and some offerings which do not.

**3.5 Irrevocable Authorization.** The Subscriber hereby irrevocably authorizes the Company, in its discretion:

- (a) to complete and correct any information contained in this Subscription Agreement, and any other document prepared by the Subscriber in connection with the offering hereunder, which may require completion or correction;
- (b) to act as the Subscriber's representative at the Closing to, among other things, receive certificates representing the FT Shares subscribed for by the Subscriber, and to swear, execute and file any receipts or other required documentation on behalf of the Subscriber; and
- (c) to terminate this subscription on behalf of the Subscriber in the event that any condition precedent to the completion of the offering hereunder has not been satisfied or waived by the date set therefor.

#### **ARTICLE 4 CLOSING**

**4.1 Closing.** The sale of the FT Shares will be completed at the offices of the Company at 10:00 a.m. (Vancouver time) or such other time as the Company may determine (the "**Closing Time**") on such date or dates as the Company determines (the "**Closing Date**"). On or before the Closing Date, the Subscriber will deliver to the Company a certified cheque or bank draft or wire transfer payable to the Company in payment of the Subscription Price for all FT Shares subscribed for under this Offering. Effective as of the Closing Date, the Company will then issue and sell the FT Shares subscribed for by the Subscriber and cause definitive certificates or DRS statements representing the number of FT Shares so issued and registered in accordance with this Subscription Agreement to be delivered in accordance with this Subscription Agreement.

**4.2 Conditions of Closing.** The Subscriber acknowledges and agrees (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the obligations of the Company hereunder are conditional on the accuracy and 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 conditions as soon as possible:

- (a) the Company accepts the Subscriber's subscription in whole or in part;
- (b) payment by the Subscriber of the Subscription Price by certified cheque or bank draft payable to "**StrategX Elements Corp.**" or as otherwise directed by the Company, or wired in accordance with the instructions set out under "*Delivery of Documents and Methods of Payment*" on the cover page of this Subscription Agreement;
- (c) the Subscriber having properly completed, signed and delivered this Subscription Agreement to the Company;
- (d) the Subscriber having properly completed, signed and delivered to the Company the Additional Representations & Warranties set forth in Schedule "A" hereto;
- (e) if the Subscriber is an accredited investor, the Subscriber having properly completed, signed and delivered to the Company Schedule "B" - "*Exemption Certificate*" and, if applicable Appendix "I" to Schedule "B" - "*Form 45-106F9 - Risk Acknowledgement*";

- (f) if the Subscriber is not an individual and the FT Shares acquired on its own behalf or on behalf of each Beneficial Purchaser, if any, have an acquisition cost of not less than \$150,000, the Subscriber having properly completed, signed and delivered to the Company Schedule “C” - “*Minimum Amount Exemption Certificate*”;
- (g) if the Subscriber is an employee, executive officer, director or consultant of the Company, the Subscriber having properly completed, signed and delivered to the Company Schedule “D” - “*Exemption Certificate*”;
- (h) if the Subscriber is utilizing the Family, Close Friend and Close Business Associate exemption, the Subscriber having properly completed, signed and delivered to the Company Schedule “D” - “*Exemption Certificate*”, and, if applicable, the Risk Acknowledgement Form set out in Appendix “I” (if a Saskatchewan resident) and Appendix “II” (if an Ontario resident) attached to Schedule “D”;
- (i) the Subscriber having properly completed, signed and delivered to the Company such other documents as may be required pursuant to the terms of this Subscription Agreement;
- (j) all necessary regulatory approvals having been obtained by the Company prior to the Closing;
- (k) the offer, sale and issuance of the FT Shares being exempt from the prospectus and registration requirements of applicable Securities Laws; and
- (l) the representations and warranties of the Subscriber remaining true and correct at the Closing.

The Subscriber, and each Beneficial Purchaser, if any, acknowledges and agrees that such documents, when executed and delivered by the Subscriber, will form part of and will be incorporated into this Subscription Agreement and each will constitute a representation, warranty or covenant of the Subscriber hereunder in favour of the Company. The Subscriber and each such Beneficial Purchaser, if any, consents to the filing of such documents as may be required to be filed with the Securities Regulators or the Exchange in connection with the transactions contemplated hereby.

If the Subscriber is not subscribing for the FT Shares as principal for its own account and the Subscriber is not a trust company, trust corporation or portfolio manager deemed to be purchasing as principal under NI 45-106, each Beneficial Purchaser for whom the Subscriber is contracting hereunder must be purchasing the FT Shares as principal and (unless the Subscriber is an authorized agent with power to sign on behalf of the Beneficial Purchaser and such Beneficial Purchaser is disclosed on page 2 hereof) must execute all documents required by applicable Securities Laws and the rules and policies of the Exchange with respect to the FT Shares being acquired by each such Beneficial Purchaser as principal.

The Subscriber agrees, and agrees to cause any Beneficial Purchaser for whom it is contracting hereunder, to comply with all applicable Securities Laws and with the rules and policies of the Exchange concerning the purchase of, the holding of, and the resale restrictions applicable to, the FT Shares.

The Subscriber acknowledges, and, if applicable, any Beneficial Purchaser for whom it is contracting hereunder acknowledges, that the Company has the right to close the subscription books at any time without notice and to accept or reject any subscription in its sole discretion.

**4.3 Funds not Held in Trust.** The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that payment of the Subscription Price will not be held in trust pending Closing and may be used by the Company in its sole discretion and, until certificates representing the FT Shares are issued and delivered, will constitute an interest free loan to the Company.

## **ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY**

**5.1 Representations, Warranties and Covenants of the Company.** The Company hereby represents and warrants to, and covenants with, the Subscriber as follows and acknowledges that the Subscriber is relying on such representations, warranties and covenants in connection with the transactions contemplated herein:

- (a) the Company is a company duly and validly subsisting under the laws of the Province of British Columbia, and it is duly qualified and registered or licensed to carry on business in the Province of

British Columbia and in each other jurisdiction, if any, wherein the carrying out of the activities contemplated makes such qualifications necessary;

- (b) the creation, issuance and sale of the FT Shares 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, conditions or provisions of its constituting documents or any agreement or instrument to which the Company is a party;
- (c) the Company has the full corporate right, power and authority to execute this Subscription Agreement and to issue the FT Shares to the Subscriber pursuant to the terms of this Subscription Agreement;
- (d) this Subscription Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action on the part of the Company and, subject to acceptance by the Company and, when duly executed by the Company, this Subscription Agreement will constitute a binding and enforceable obligation of the Company, enforceable in accordance with its terms subject to such limitations and prohibitions in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and interests of creditors generally;
- (e) the Company is a reporting issuer in at least one jurisdiction in Canada and is not in default in any material respect of any requirement of applicable Securities Laws;
- (f) the common shares are currently listed on the Exchange and the Company is not in default in any material respect of any requirement of the Exchange;
- (g) no order ceasing or suspending trading in the securities of the Company nor prohibiting the sale of the FT Shares has been issued to the Company or its directors, officers or promoters and to the best of the Company's knowledge no investigations or proceedings for such purposes are pending or threatened;
- (h) the Company will reserve or set aside sufficient common shares in the treasury of the Company to issue the FT Shares;
- (i) the FT Shares will, upon issue and delivery, be validly issued as fully paid and non-assessable common shares;
- (j) the Company will apply to, and use commercially reasonable efforts to obtain the listing on the Exchange of the FT Shares;
- (k) the Company has filed all forms, reports, documents and information required to be filed by it, whether pursuant to the Securities Laws or otherwise, with the Exchange and the Securities Regulators (collectively, the "**Disclosure Documents**");
- (l) as of the time the Disclosure Documents were filed with the Securities Regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Subscription Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the Securities Laws; and (ii) none of the Disclosure Documents contained any misrepresentation;
- (m) the financial statements of the Company contained in the Disclosure Documents: (i) complied as to form in all material respects with the published rules and regulations under the Securities Laws; (ii) were prepared in accordance with International Financial Reporting Standards; and (iii) present fairly the consolidated financial position of the Company and its subsidiaries, if any, as of the respective dates thereof and the consolidated results of operations of the Company and its subsidiaries, if any, for the periods covered thereby;
- (n) no adverse material change in the Company's financial position has taken place since the date of the latest statement of financial position contained in the most recent annual and interim financial statements of the Company contained in the Disclosure Documents, except as disclosed in the Disclosure Documents; and
- (o) there is no "*material fact*" or "*material change*" (as those terms are defined in the Securities Laws) in the affairs of the Company that has not been generally disclosed to the public.

- (p) the Company hereby agrees to incur Qualifying Expenses in an amount equal to the Flow-Through Funds on or before the Termination Date in accordance with this Subscription Agreement and agrees to renounce to the Subscriber Qualifying Expenses in an amount equal to the Flow-Through Funds in prescribed form and on or before the dates described in subsections 5.1(q) and (r) of this Subscription Agreement (as the case may be) pursuant to subsection 66(12.6) of the ITA;
- (q) subject to subsection 5.1(r) of this Subscription Agreement, the Company will, in accordance with the provisions of subsections 66(12.6) and 66(12.66) of the ITA, take all necessary steps to renounce in favour of the Subscriber, on or before March 31 of:
  - (i) the year following the Closing Year, effective December 31 of the Closing Year, the Qualifying Expenses it has incurred between the date of Closing and the end of the Closing Year, and
  - (ii) the second year following the Closing Year, effective December 31 of the Closing Year, the Qualifying Expenses it has incurred or intends to incur during the two years following the Closing Year;
- (r) if the Subscriber does not deal at arm's length with the Company at any time during the two years following the Closing Year, subsection 5.1(q)(ii) will be read as follows:
  - “(ii) the third year following the Closing Year, effective December 31 of the second year following the Closing Year, the Qualifying Expenses it has incurred during the two years following the Closing Year;”;
- (s) the aggregate Qualifying Expenses renounced to the Subscriber will be equal to the Flow-Through Funds;
- (t) the Qualifying Expenses to be renounced by the Company to the Subscriber:
  - (i) will not include any amount that has previously been renounced by the Company to the Subscriber or to any other person;
  - (ii) will not be subject to any reduction under subsection 66(12.73) of the ITA; and
  - (iii) would be deductible by the Company in computing its income for purposes of Part I of the ITA but for the renunciation to the Subscriber;
- (u) the Company will not be subject to the provisions of subsection 66(12.67) of the ITA in a manner which impairs its ability to renounce Qualifying Expenses to the Subscriber in an amount equal to the Flow-Through Funds;
- (v) if the Company receives, or becomes entitled to receive, any government assistance which is described in subsection 66(12.6)(a) of the ITA and the receipt or entitlement to receive such government assistance has or will have the effect of reducing the amount of CEE validly renounced to the Subscriber hereunder to less than the Flow-Through Funds, the Company will incur additional Qualifying Expenses using funds from other sources in an amount equal to any such assistance so that it may renounce Qualifying Expenses in an amount not less than the Flow-Through Funds to the Subscriber;
- (w) if the Subscriber does not deal at arm's length with the Company at any time during the year following the Closing Year, the Company will file, in respect of each renunciation made pursuant to this Subscription Agreement, on or before the end of the first month after the month in which the renunciation is made, such information returns with the CRA as are prescribed by subsection 66(12.7) of the ITA (including form T-101) and will send concurrently a copy of such information returns to the Subscriber;
- (x) the Company will file with the CRA within the time prescribed by subsection 66(12.68) of the ITA the forms prescribed for the purposes of such legislation together with a copy of this Subscription Agreement or any “*selling instrument*” contemplated by such legislation or by this Subscription

Agreement and will forthwith following such filing provide to the Subscriber a copy of such forms certified by an officer of the Company;

- (y) the Company will file with the CRA, before March of the year following a particular year, any return required to be filed under Part XII.6 of the ITA in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis;
- (z) where an amount that the Company has purported to renounce to the Subscriber effective December 31 of the Closing Year pursuant to this Subscription Agreement exceeds the amount that it can renounce on that effective date because it did not incur Qualifying Expenses within the applicable period of time specified in this Subscription Agreement, the Company will file a statement with the CRA in prescribed form before March of the third year following the Closing Year, as required by subsection 66(12.73) of the ITA. A copy of such statement will be sent concurrently to the Subscriber;
- (aa) subject to subsection 5.1(w) of this Subscription Agreement, the Company will file with the CRA and deliver to the Subscriber, on or before March 1, 2023, the relevant prescribed forms (including the T-101 and RL-11 Forms), fully completed and executed, renouncing to the Subscriber the Qualifying Expenses in an amount equal to the Flow-Through Funds with an effective date of no later than December 31, 2022, such delivery constituting the authorization of the Company to the Subscriber to file such prescribed forms with the relevant taxation authorities;
- (bb) the Company is not a party to any other agreement for the issuance of “*flow-through shares*” (as defined in the ITA) other than pursuant to this offering, for which the required expenditures have not been incurred and renounced;
- (cc) the Company is a “*principal-business corporation*” within the meaning prescribed by subsection 66(15) of the ITA, and will continue to be a “*principal-business corporation*” until such time as all of the Qualifying Expenses required to be renounced under this Subscription Agreement have been incurred and validly renounced pursuant to the ITA;
- (dd) upon issue, the FT Share will qualify as “*flow-through shares*” as defined in subsection 66(15) of the ITA and in particular will not be prescribed shares or prescribed rights as defined in section 6202.1 of the regulations of the ITA;
- (ee) if the Company amalgamates with any one or more companies, any shares issued to or held by the Subscriber as a replacement for the FT Shares as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the ITA, as “*flow-through shares*” as described in subsection 66(15) of the ITA and in particular will not be prescribed shares or prescribed rights as defined in section 6202.1 of the regulations to the ITA; and
- (ff) the Company will incur and renounce Qualifying Expenses pursuant to this Subscription Agreement and all other agreements with other persons providing for the issue of FT Shares entered into by the Company on the Closing Date (collectively the “**Other Agreements**”) *pro rata* by the number of FT Shares issued or to be issued pursuant thereto before incurring and renouncing Qualifying Expenses pursuant to any other agreement which the Company has entered into or will enter into with any person with respect to the issue of flow-through shares. The Company will not, without the prior written consent of the Subscriber, enter into any other agreement which would prevent or restrict its ability to renounce Qualifying Expenses to the Subscriber in the amount of the Flow-Through Funds. If the Company is required under the ITA to reduce Qualifying Expenses previously renounced to the Subscriber, the reduction will be made *pro rata* by number of FT Shares issued or to be issued pursuant to this Subscription Agreement to the reduction made under the Other Agreements but the Company will not reduce Qualifying Expenses renounced to the Subscriber under this Subscription Agreement until it has first reduced to the extent possible all CEE renounced to persons other than the Subscriber and the subscribers under the Other Agreements.

## 5.2 Indemnification.

- (a) If the Company does not renounce to the Subscriber, effective on or before December 31, 2022, Qualifying Expenses equal to the Flow-Through Funds, the Company will indemnify and hold harmless the Subscriber and each of the partners thereof if the Subscriber is a partnership or a limited partnership (for the purposes of this subsection 5.2(a) each an “**Indemnified Person**”) as to, and pay to the Indemnified Person, an amount equal to

the amount of any tax (within the meaning of paragraph (c) of the definition of “*excluded obligation*” in subsection 6202.1(5) of the regulations to the ITA) payable under the ITA (and under any corresponding provincial legislation) by any Indemnified Person as a consequence of such failure, which payment will be made within 20 Business Days once the amount is definitively defined.

- (b) If the CRA (or any similar provincial tax authority) reduces the amount renounced by the Company to the Subscriber pursuant to subsection 66(12.73) of the ITA (or any corresponding provincial legislation), the Company will indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person, an amount equal to the amount of any tax (within the meaning of paragraph (c) of the definition of “*excluded obligation*” in subsection 6202.1(5) of the regulations to the ITA) payable under the ITA (and under any corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction, which payment will be made within 20 Business Days once the amount is definitively defined.
- (c) To the extent that any person entitled to be indemnified hereunder is not a party to this Subscription Agreement, the Subscriber will obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such person and such person will be entitled to enforce the provisions of this section notwithstanding that such person is not a party to this Subscription Agreement.
- (d) For certainty, the foregoing indemnities will have no force or effect and the Subscriber and other persons (if any) as described in subsection 5.2(c) of this Subscription Agreement will not have any recourse or rights of action to the extent that such indemnities, recourse or rights of action would otherwise cause the FT Shares to be “*prescribed shares*” or “*prescribed rights*” within the meaning of section 6202.1 of the regulations to the ITA.
- (e) These indemnities are in addition to and not in derogation of any other remedies, recourse or rights of action that the Subscriber may have against the Company.

## ARTICLE 6 ACKNOWLEDGMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

**6.1 Acknowledgments, Representations, Warranties and Covenants of the Subscriber.** The Subscriber hereby represents and warrants to, and covenants with, the Company (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) as follows and acknowledges that the Company is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) *Authorization and Effectiveness.* If the Subscriber (or the Beneficial Purchaser) is:
  - (i) a corporation, (A) the Subscriber (or the Beneficial Purchaser) is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation or continuation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the FT Shares as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement and has obtained all necessary approvals in respect thereof; and (B) the execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the FT Shares and the completion of the transactions contemplated hereby will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, articles, by-laws or resolutions of the Subscriber or a Beneficial Purchaser (if not an individual), Securities Laws or any other applicable law, any agreement to which the Subscriber or a Beneficial Purchaser is a party or any applicable regulation, judgment, decree, order or ruling;
  - (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the FT Shares as contemplated herein and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;
  - (iii) an individual, he or she is of the full age of majority and is legally competent to execute and deliver this Subscription Agreement, to subscribe for the FT Shares as contemplated herein and to observe and perform his or her covenants and obligations hereunder; and

- (iv) the Subscriber (i) is not an “insider” or “related party” of the Company or a “registrant” or a member of a “Pro Group” (each as defined under applicable Securities Laws), or (ii) has identified itself to the Company as a “registrant”, “insider” or a member of a “Pro Group” (as applicable) on Schedule “A” hereof.
- (b) Residence. The Subscriber, and each Beneficial Purchaser, if any, was offered the FT Shares in and, is resident in the jurisdiction set out on page 1 or 2, as applicable, of this Subscription Agreement or is otherwise subject to the Securities Laws, such address was not created and is not used solely for the purpose of acquiring the FT Shares and the Subscriber was solicited to purchase the FT Shares solely in such jurisdiction.
- (c) Prospectus Exemptions. The Subscriber has properly completed, executed and delivered to the Company the applicable questionnaire(s), certificate(s) and form(s) (dated as of the date hereof) set forth in Schedule “A”, “B”, “C” or “D” attached hereto, along with any applicable Appendices to such Schedules and the information contained therein is true and correct and the representations, warranties and covenants contained in the applicable Schedules and Appendices attached hereto will be true and correct both as of the date of execution of this Subscription Agreement and as at the Closing Time.
- (d) Purchasing as Principal. Unless paragraph (g) below applies, the Subscriber is purchasing the FT Shares as principal (as defined in all applicable Securities Laws) for its own account, and not for the benefit of any other person, and this Subscription Agreement has been duly and validly authorized, executed and delivered by the Subscriber and, when accepted by the Company, will constitute a legal, valid and binding obligation enforceable against the Subscriber in accordance with the terms hereof (subject to bankruptcy, insolvency and other laws limiting the enforceability of creditors’ rights and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction).
- (e) Purchasing for Investment Only. Unless paragraph (g) below applies, the Subscriber is purchasing the FT Shares for investment only and not with a view to resale or distribution.
- (f) No Syndication. Unless paragraph (g) below applies, the Subscriber was not created solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “**accredited investor**” provided in Schedule “B” attached hereto.
- (g) Purchasing as Agent or Trustee.
  - (i) In the case of the purchase by the Subscriber of the FT Shares as agent or trustee for any principal whose identity is disclosed or identified, each Beneficial Purchaser of the FT Shares for whom the Subscriber is acting, is purchasing its FT Shares (A) as principal (as defined in all applicable Securities Laws) for its own account and not for the benefit of any other person; (B) for investment only and not with a view to resale or distribution; (C) was not created or used solely to purchase or hold securities in reliance on the “Minimum Amount Investment” exemption provided under Section 2.10 of NI 45-106 and it pre-existed the Offering and has a *bona fide* purpose other than investment in the FT Shares; (D) was not created solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “*accredited investor*” provided in Schedule “B” attached hereto; and (E) either (1) is purchasing its FT Shares at an aggregate acquisition cost to such Beneficial Purchaser of more than \$150,000, and the Subscriber is neither an individual nor a syndicate, or (2) the Beneficial Purchaser is an “*accredited investor*” as defined in NI 45-106;
  - (ii) in the case of the purchase by the Subscriber of the FT Shares as agent or trustee for any principal, the Subscriber is the duly authorized trustee or agent of such disclosed Beneficial Purchaser with due and proper power and authority to execute and deliver, on behalf of each such Beneficial Purchaser, this Subscription Agreement and all other documentation in connection with the purchase of the FT Shares hereunder, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such Beneficial Purchaser were the Subscriber and the Subscriber’s actions as trustee or agent are in compliance with applicable law and this Subscription Agreement has been duly and validly authorized, executed and delivered by or on behalf of, and, when accepted by the Company, will constitute a legal, valid

and binding obligation enforceable in accordance with the terms hereof (subject to bankruptcy, insolvency and other laws limiting the enforceability of creditors' rights and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction) against, such principal, the Subscriber and each Beneficial Purchaser acknowledges that the Company is required by law to disclose to certain regulatory authorities the identity of each Beneficial Purchaser of FT Shares for whom it may be acting; and

- (iii) in the case of the purchase by the Subscriber of the FT Shares on behalf of an undisclosed Beneficial Purchaser, the Subscriber is deemed under applicable Securities Laws to be purchasing as principal.
- (h) Illegal Use of Funds. None of the funds being used to purchase the FT Shares are to the Subscriber's or the Beneficial Purchaser's, if any, knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds representing the Subscription Price which will be advanced by the Subscriber to the Company hereunder will not represent proceeds of crime for the purposes of the PCMLTFA and the Subscriber acknowledges 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 Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and, to the best of the Subscriber's knowledge none of the subscription funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber will promptly notify the Company if the Subscriber discovers that any of such representations ceases to be true and will provide the Company with appropriate information in connection therewith.
- (i) Resale Restrictions. The Subscriber, and each Beneficial Purchaser, if any, (i) has been advised to consult its own legal advisors with respect to resale restrictions in the FT Shares and with respect to the resale restrictions imposed by the Securities Laws of the jurisdiction in which the Subscriber or each Beneficial Purchaser, if any, resides and other applicable securities laws, (ii) acknowledges that no representation has been made respecting the resale restrictions, including applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber or each Beneficial Purchaser, if any, to resell such securities, (iii) acknowledges that the Subscriber or the Beneficial Purchaser, if any, is solely responsible to determine applicable restrictions, (iv) is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions, and (v) is aware that the Subscriber or each Beneficial Purchaser, if any, may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.
- (j) Canadian Subscribers. The Subscriber is a resident in any jurisdiction in Canada and confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each Beneficial Purchaser for whom the Subscriber is acting):
  - (i) is relying on the accredited investor exemption in NI 45-106, the Subscriber is purchasing the FT Shares as principal for the Subscriber's own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the FT Shares, the Subscriber is resident in or otherwise subject to the applicable Securities Laws of the jurisdiction set out at the "Subscriber's Address" on page 1 of this Subscription Agreement and (A) the Subscriber is an "accredited investor" (as such term is defined in NI 45-106) and reproduced in Schedule "B" of this Subscription Agreement and/or the *Securities Act* (British Columbia) or the *Securities Act* (Ontario), (B) the Subscriber is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered under the Trust and Loan Companies Act (Canada) or under comparable legislation in another jurisdiction of Canada, (C) the Subscriber was not created or used solely to purchase or hold securities as an accredited investor, (D) the Subscriber has concurrently executed and delivered the Accredited Investor Confirmation Certificate in the form attached as Schedule "B" to this Subscription Agreement (and has indicated thereto that the Subscriber satisfies one of the categories of "accredited investor" set out in such Schedule), (E) if the Subscriber is an individual, and has selected category (j), (k) or (l) to Schedule "B", it has concurrently executed and delivered an Accredited Investor Risk Acknowledgment attached as Appendix "I" to Schedule "B"; and the Subscriber is aware the Company is relying upon the truth and accuracy of, and the Subscriber's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Subscriber set out



herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the FT Shares; OR

- (ii) is (A) not an individual; (B) purchasing the FT Shares as principal; (C) purchasing the FT Shares at an aggregate acquisition cost of not less than \$150,000 paid in cash at the time of distribution; and (D) not created and is not being used solely to purchase or hold securities in reliance on the prospectus exemption set out in section 2.10 of NI 45-106 the Subscriber has concurrently executed and delivered the Minimum Amount Investment Certificate in the form attached as Schedule “C” to this Subscription Agreement; OR
  - (iii) is relying on the family, friends and business associates exemptions in NI 45-106, the Subscriber is purchasing the FT Shares as principal for the Subscriber’s own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the FT Shares, the Subscriber is resident in or otherwise subject to the applicable Securities Laws of the jurisdiction set out at the “*Subscriber’s Address*” on page 1 or 2, as applicable, of this Subscription Agreement and the Subscriber is a close personal friend, close business associate or family of a director, officer or control person of the Company or of an affiliate of the Company and (A) the Subscriber has concurrently executed and delivered the Exemption Certificate in the form attached as Schedule “D” to this Subscription Agreement (and has indicated thereto that the Subscriber satisfies one of the categories of “family, close personal friends or close business associates” set out in Item 1 of such Schedule), (B) if the Subscriber is resident in Saskatchewan and has selected category 1(iii), 1(iv), 1(vii) or 1(viii) to Schedule “D”, it has concurrently executed and delivered a Risk Acknowledgment attached as Appendix “I” to Schedule “D” and; (C) if the Subscriber is resident in Ontario and has selected any category in Item 1 to Schedule “D”, it has concurrently executed and delivered a Risk Acknowledgment attached as Appendix “II” to Schedule “D”, and the Subscriber is aware the Company is relying upon the truth and accuracy of, and the Subscriber’s compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Subscriber set out herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the FT Shares; OR
  - (iv) is relying on the employee, executive officer, director and consultant exemption in NI 45-106, the Subscriber is purchasing the FT Shares as principal for the Subscriber’s own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the FT Shares, the Subscriber is resident in or otherwise subject to the applicable Securities Laws of the jurisdiction set out at the “*Subscriber’s Address*” on page 1 or 2, as applicable, of this Subscription Agreement and the Subscriber is an employee, executive officer, director or consultant of the Company or of related entity of the Company and the Subscriber’s acquisition of the FT Shares is voluntary and the Subscriber has concurrently executed and delivered the Exemption Certificate in the form attached as Schedule “D” to this Subscription Agreement (and has indicated thereto that the Subscriber satisfies one of the categories of “employee, executive officer, director or consultant” set out in Item 2 of such Schedule), and the Subscriber is aware the Company is relying upon the truth and accuracy of, and the Subscriber’s compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Subscriber set out herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the FT Shares.
- (k) *No Subscriber or Offer in the United States.* The Subscriber and each Beneficial Purchaser, if any:
- (i) is not a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a professional fiduciary organized, incorporated, or (if an individual) resident in the United States; or
  - (ii) is not, and is not purchasing the FT Shares for the account or benefit of, a U.S. Person under the U.S. Securities Act or for resale in the United States or to a U.S. Person in violation of United States federal or state securities laws, was not offered the FT Shares in the United States, at the time the purchase order originated was outside the United States, and did not execute or deliver this Subscription Agreement or related documents in the United States, and

- (iii) acknowledges that none of the FT Shares have been, nor will they be, registered under the U.S. Securities Act or the securities laws of any state of the United States, and (A) may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person, unless an exemption from the registration requirements under the U.S. Securities Act and applicable state securities laws is available, (B) agrees not to offer, or sell any of the FT Shares in the United States or to a U.S. Person, unless registered under the U.S. Securities Act or an exemption from registration under the U.S. Securities Act and applicable state securities laws is available, and (C) the Subscriber acknowledges that none of the FT Shares or underlying securities may be exchanged or exercised, respectively, in the United States or by, or for the account or benefit of, a U.S. Person unless an exemption from registration under the U.S. Securities Act and applicable state Securities Laws is available.
- (l) Absence of Prospectus, Offering Memorandum or Similar Document. The Subscriber and the Beneficial Purchaser, if any, has not received, nor has it requested, nor does it have any need to receive, any prospectus, offering memorandum or any other document describing the business and affairs of the Company, nor has any document been prepared for delivery to, or review by, prospective purchasers in order to assist them in making an investment decision in respect of FT Shares, consequently: (i) the Subscriber may be restricted from using most of the civil remedies available under applicable Securities Laws; (ii) the Subscriber may not receive information that would otherwise be required to be provided under applicable Securities Laws and the Company is relieved from certain obligations that would otherwise be required to be given if a prospectus were provided under applicable Securities Laws in connection with this Offering; and (iii) the issuance and sale of the FT Shares to the Subscriber is subject to such sale being exempt from the requirements of applicable Securities Laws as to the filing of a prospectus.
- (m) Absence of Advertising. The offering and sale of the FT Shares to the Subscriber or each Beneficial Purchaser, if any, was not made or solicited through, and the Subscriber and each such Beneficial Purchaser, if any, is not aware of, any general solicitation or general advertising with respect to the offering of the FT Shares, including advertisements, articles, notices or other communications published in any printed public media, radio, television or telecommunications, including electronic display (such as the internet, including but not limited to the Company's website), or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (m) No Material Fact. No FT Shares are being purchased by the Subscriber with knowledge of any material fact about the Company that has not been generally disclosed;
- (o) Investment Suitability. The Subscriber confirms that the Subscriber and each Beneficial Purchaser, if any:
  - (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the FT Shares and has conducted such due diligence as it considers appropriate for an investment of this nature;
  - (ii) is capable of assessing the proposed investment in the FT Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable Securities Laws;
  - (iii) is aware of the characteristics of the FT Shares and the risks relating to an investment therein;
  - (iv) is able to bear the economic risk of loss of its investment in the FT Shares; and
  - (v) acknowledges that there is no assurance that the Company will raise sufficient funds to adequately develop its business or that the business will be profitable in the future and that the investment is speculative.
- (p) Not a "Control Person". The Subscriber, or Beneficial Purchaser, if any, is not a "control person" of the Company, as that term is defined in applicable Securities Laws, and will not become a "control person" of the Company by virtue of the purchase of the FT Shares under this Subscription Agreement and does not act or intend to act in concert with any other person to form a control group in respect of the Company.

- (q) Compliance with Applicable Laws. The Subscriber knows of no reason why the delivery of this Subscription Agreement, the acceptance of it by the Company and the issuance of the FT Shares 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 and the Subscriber will comply with all applicable Securities Laws and will assist the Company in all reasonable manners to comply with all applicable Securities Laws in respect of the Subscriber's subscription for and purchase of FT Shares.
- (r) Compliance with Resale Restrictions. The Subscriber, or Beneficial Purchaser, if any, fully understands the restrictions on resale on the FT Shares and will not resell any of the FT Shares, except in accordance with the provisions of applicable Securities Laws and the policies of the Exchange concerning the purchase of, holding of and resale restrictions on the FT Shares.
- (s) Other Documents. The Subscriber and each Beneficial Purchaser, if any, will promptly execute and deliver any other documents required by the Company or applicable Securities Laws to permit the purchase of the FT Shares on the terms herein set forth which the Company may request.
- (t) Not Prescribed Shares. Neither the Subscriber nor any Beneficial Purchaser (if any) for whom the Subscriber is acting as agent or trustee, has or will enter into any agreement or arrangement which will cause the FT Shares to be or become "*prescribed shares*" or "*prescribed rights*" for purposes of regulation 6202.1 to the ITA.
- (u) Arm's Length. The Subscriber acknowledges that if the Subscriber, or any Beneficial Purchaser on whose behalf the Subscriber is contracting, is not dealing at arm's length (within the meaning of the ITA) with the Company or ceases to be dealing at arm's length with the Company prior to the Termination Date, the renunciation to the Subscriber of any Qualifying Expenses shall be made as provided in subsection 5.1(r) of this Subscription Agreement;

**6.2 Acknowledgements of the Subscriber.** The Subscriber and each Beneficial Purchaser, if any, acknowledges and agrees that:

- (a) this subscription forms part of a larger Offering;
- (b) the FT Shares are being offered for sale only on a "*private placement*" basis;
- (c) (i) no agency, securities commission, governmental authority, regulatory body, stock exchange or other entity has reviewed, passed on, made any finding or determination as to the merits of investment in, nor have any such agencies, securities commissions, governmental authorities, regulatory bodies, stock exchanges or other entities made any recommendation or endorsement with respect to the FT Shares or the Offering; (ii) there is no governmental or other form of insurance covering the FT Shares; and (iii) there are risks associated with the purchase of the FT Shares and the Subscriber and each Beneficial Purchaser, if any, is capable of bearing the economic risk of the investment;
- (d) the purchase of the FT Shares has not been or will not be (as applicable) made through, or as a result of, and the distribution of the FT Shares is not being accompanied by, a general solicitation or advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising, consequently, in purchasing the FT Shares, the Subscriber has relied solely upon publicly available information relating to the Company and not upon any oral or written representation as to any fact or otherwise made by or on behalf of the Company or any other person associated therewith, the decision to purchase the FT Shares was made on the basis of publicly available information;
- (e) no prospectus or other offering document has been filed by the Company with a securities commission or other securities regulatory authority in any jurisdiction in or outside of Canada in connection with the issue of the FT Shares, and such issuances are exempt from the prospectus requirements otherwise applicable under the provisions of Securities Laws and, as a result, in connection with its purchase of the FT Shares hereunder, as applicable: (i) the Subscriber and each Beneficial Purchaser, if any, is restricted from using most of the protections, rights and remedies available under Securities Laws including, without limitation, statutory rights of rescission or damages; (ii) the Subscriber and each

Beneficial Purchaser, if any, will not receive information that may otherwise be required to be provided to the Subscriber and each Beneficial Purchaser under applicable Securities Laws or contained in a prospectus prepared in accordance with applicable Securities Laws; (iii) the Company is relieved from certain obligations that would otherwise apply under such applicable Securities Laws; (iv) the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement; and (v) there are restrictions on the Subscriber's ability to resell the FT Shares, and it is the responsibility of the Subscriber and each Beneficial Purchaser to determine these restrictions and to comply with them before selling any FT Shares;

- (f) no person has made any written or oral representations or undertakings: (i) that any person will resell or repurchase the FT Shares; (ii) that any person will refund all or any of the Subscription Price; or (iii) as to the future price or value of the FT Shares;
- (g) the Subscriber and each Beneficial Purchaser, if any, is solely responsible for obtaining such legal advice and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the completion of the transactions contemplated hereby;
- (h) the sale and delivery of the FT Shares to the Subscriber or to any Beneficial Purchaser on whose behalf the Subscriber is contracting is conditional upon such sale being exempt from the requirement to file a prospectus or to prepare and deliver an offering memorandum under any applicable statute relating to the sale of the FT Shares or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or preparing and delivering an offering memorandum;
- (i) the Company may be required to provide the Securities Regulators with a list setting forth the identities of the Beneficial Purchasers of the FT Shares and the Subscriber acknowledges and agrees that it will provide, on request, particulars as to the identity of such Beneficial Purchasers as may be required by the Company in order to comply with the foregoing;
- (j) the Subscriber and each Beneficial Purchaser, if any, has been afforded by the Company the opportunity to ask questions and receive answers concerning the terms and conditions of this Offering and verification of the accuracy of the currently available public information concerning the Company;
- (k) neither the Company nor any of its affiliates, related entities and associates, nor any persons acting on their behalf, will in any circumstances be liable to the Subscriber under, or arising out of or in any way connected with this Subscription Agreement for any indirect, special or consequential loss or damage whether arising in contract or tort (including for negligence or statutory duty);
- (l) any interest accruing on the Flow-Through Funds will accrue to the sole benefit of the Company and may be applied by the Company for general corporate purposes;
- (m) the Subscriber, and each Beneficial Purchaser on whose behalf the Subscriber is contracting, deals at arm's length with the Company and will continue to deal at arm's length with the Company until the Termination Date;
- (n) if:
  - (i) the Company has not accepted the subscription by the Subscriber for FT Shares; or
  - (ii) the Subscriber has not paid in money the Flow-Through Funds to the Company,on or before December 31, 2022, the Subscriber will not be entitled to have any Qualifying Expenses renounced to the Subscriber effective on or before December 31, 2022;
- (o) the Company may pay a finder's fee or commission in respect of all or part of this Offering, which finder's fee or commission may be payable in cash, shares, warrants, or a combination thereof, as may be permitted by the applicable Securities Laws and under the policies of the Exchange;

- (p) the Company may complete additional financings in the future in order to develop the business of the Company and fund its ongoing development, and such future financings may have a dilutive effect on current securityholders of the Company, including the Subscriber, and there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Company may be unable to fund its ongoing development; and
- (q) the Subscriber may receive periodic updates with respect to the Company and the Subscriber consents to receiving future email and other electronic communications from the Company and its representatives.

**6.3 Reliance on Representations, Warranties and Covenants of Subscriber.** The Subscriber and each Beneficial Purchaser, if any, acknowledges and agrees that its representations, warranties and covenants contained herein, including the Schedules and Appendices hereto, as applicable, are made with the intent that they may be relied upon by the Company and its counsel in determining the Subscriber's (and for certainty, if applicable, any Beneficial Purchaser for whom the Subscriber is contracting hereunder) eligibility to purchase the FT Shares under Securities Laws. The Subscriber and each Beneficial Purchaser, if any, further agrees that by accepting delivery of a certificate or an electronic deposit representing the FT Shares subscribed for hereunder on the Closing Date, it will be representing and warranting that such representations and warranties are true as at the closing time on the Closing Date with the same force and effect as if they had been made by the Subscriber and each Beneficial Purchaser at the Closing Time and that they will survive the purchase by the Subscriber and each Beneficial Purchaser of the FT Shares and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber or any Beneficial Purchaser of the FT Shares or underlying securities. The Subscriber and each Beneficial Purchaser, if any, undertakes to notify the Company immediately of any change in any representation, warranty or other information relating to the Subscriber set out in this Subscription Agreement which takes place prior to the Closing Time.

**6.4 No Revocation.** The Subscriber and each Beneficial Purchaser, if any, agrees that this offer is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber without the consent of the Company. Further, the Subscriber expressly waives and releases the Company from all rights of withdrawal or rescission to which the Subscriber might otherwise be entitled pursuant to the Securities Laws or otherwise at law.

**6.5 Subscriber Indemnification.** The Subscriber and each Beneficial Purchaser, if any, agrees to indemnify and hold harmless the Company and its directors, officers, employees, advisers, affiliates, shareholders, representatives and agents (including legal counsel) from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing and defending against any claim, law suit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber and each Beneficial Purchaser, if any, contained herein or in any document furnished by the Subscriber and each Beneficial Purchaser, if any, to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber or any Beneficial Purchaser, if any, to comply with any covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Company in connection herewith. To the extent that any person entitled to be indemnified hereunder is not a party to this Subscription Agreement, the Company will obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such person and such person will be entitled to enforce the provisions of this section notwithstanding that such person is not a party to this Subscription Agreement.

## **ARTICLE 7 RESALE RESTRICTIONS & LEGENDING OF SECURITIES**

**7.1 Resale Restrictions.** In addition to the acknowledgements given in Article 6 hereof, the Subscriber and each Beneficial Purchaser, if any, acknowledges that the FT Shares will be subject to statutory and Exchange imposed resale restrictions.

**7.2 Legends.** The Subscriber acknowledges that the following legend will be endorsed on the certificates representing the FT Shares:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [the date that is four months and one day following the Closing].”

**ARTICLE 8**  
**PERSONAL INFORMATION**

**8.1 Consent to Company's Collection of Personal Information.** The Subscriber and each Beneficial Purchaser, if any, acknowledges and consents to the fact that the Company is collecting the Subscriber's (and any Beneficial Purchaser for which the Subscriber is contracting hereunder) 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) for the purpose of completing the Subscriber's subscription. The Subscriber and each Beneficial Purchaser, if any, acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Subscriber and each Beneficial Purchaser, if any, further acknowledges and consents to the fact that the Company may be required by applicable securities laws, stock exchange rules and/or Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any Beneficial Purchaser for which the Subscriber is contracting hereunder). The Subscriber represents and warrants that the Subscriber has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all Beneficial Purchasers for whom the Subscriber is contracting.

**8.2 Consent to Disclosure of Personal Information to and Collection of Personal Information by the Securities Regulators and the Exchange.**

- (a) The Subscriber (on its own behalf and, if applicable, on behalf of any Beneficial Purchaser) acknowledges and consents to:
- (i) the disclosure by the Subscriber and the Company of Personal Information (defined below) concerning the Subscriber (and any Beneficial Purchaser for which the Subscriber is contracting hereunder) to a Securities Regulator or to the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and
  - (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):
    - (A) to conduct background checks;
    - (B) to verify the Personal Information that has been provided about the Subscriber;
    - (C) to consider the eligibility of the Company to continue to list on the Exchange;
    - (D) to provide disclosure to market participants as to the security holdings of the Company's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with the Company;
    - (E) to detect and prevent fraud;
    - (F) to conduct enforcement proceedings; and
    - (G) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.
- (b) The Subscriber and each Beneficial Purchaser, if any, further acknowledges and consents to the fact that:
- (i) the Company will deliver certain personal information, including information regarding the name, address, telephone number and amount subscribed for, to the Securities Regulators, including the Exchange;
  - (ii) the information is being collected indirectly by the Securities Regulators under authority granted to them in securities legislation;

- (iii) the information is being collected for the purposes of the administration and enforcement of such securities legislation;
  - (iv) the Subscriber can contact the public official in each applicable Canadian jurisdiction who can answer questions about this indirect collection of Personal Information is set out in Schedule “E”;
  - (v) the Exchange collects personal information in forms submitted by the Company, which will include personal information regarding the Subscriber; and
  - (vi) pursuant to the Exchange’s policies, the Company is required to post a Form 9 on the Exchange’s website which may contain Personal Information regarding the Subscriber and that such Personal Information may, as a consequence thereof, be publicly available on the Exchange’s website.
- (c) For the purposes of this section 8.2, “**Personal Information**” means any information about the Subscriber (and, if applicable, the Beneficial Purchaser) contained in this Subscription Agreement, including information about the Subscriber (and, if applicable, the Beneficial Purchaser) in any Schedules and Appendices attached hereto, together with any information about the Subscriber (and, if applicable, the Beneficial Purchaser) required to be disclosed to a Securities Regulator or the Exchange, whether pursuant to a Securities Regulator or Exchange form or a request made by a Securities Regulator or the Exchange.

## ARTICLE 9 MISCELLANEOUS

**9.1 Entire Agreement.** This Subscription Agreement (including the Schedules and Appendices attached hereto) contains the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. In the event that execution pages are delivered to the Company without this entire agreement, the Company is entitled to assume that the Subscriber, and each Beneficial Purchaser for whom it is acting, has accepted all of the terms and conditions contained in the parts of this Subscription Agreement that are not returned, without amendment or modification.

**9.2 Further Assurances.** Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, will 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.

**9.3 Modification.** Subject to the terms hereof, neither this Subscription Agreement nor any provision hereof will be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

### **9.4 Notices.**

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

**StrategX Elements Corp.**  
#514 – 55 Water Street  
Vancouver, British Columbia V6B 1A1  
Attention: Mr. Darren Bahrey  
Email: [darren@strategxcorp.com](mailto:darren@strategxcorp.com)
  - (ii) in the case of the Subscriber, at the address specified on page 1 hereof.
- (b) Any such notice, direction or other instrument, if delivered personally, will 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 will be deemed to have been given and received on the first Business Day next following such day and if transmitted by email, will 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 will be deemed to have been given and received on the first Business Day 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.

**9.5 Irrevocable Subscription.** This subscription is irrevocable by the Subscriber but this subscription offer requires an acceptance on behalf of the Company by the Board of Directors which may be withheld for any reason, and will be deemed to have been accepted by the Company at the time of execution of its acceptance on page 3 of this Subscription Agreement.

**9.6 Time of the Essence.** Time will be of the essence of this Subscription Agreement and every part hereof.

**9.7 Costs and Expenses.** 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 will be paid and borne by the party incurring such costs and expenses.

**9.8 Applicable Law.** This Subscription Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, will be subject to the 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 the Province of British Columbia and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

**9.9 Subscriber to Seek Independent Legal Advice.** It is hereby acknowledged by each of the parties hereto that the Company's lawyer acts solely for the Company with respect to this Subscription Agreement and as such is looking after the interests of the Company and does not represent the interests of the Subscriber or the Beneficial Purchaser, if any, and offers no legal advice to the Subscriber or the Beneficial Purchaser, if any. Further, the Company's lawyer owes no obligation to the Subscriber or the Beneficial Purchaser, if any, and will not be liable for any loss or damages of any kind suffered by the Subscriber or the Beneficial Purchaser, if any, as a result of, or in connection with, or arising from the transactions contemplated herein. Consequently, **the Subscriber is hereby cautioned to seek independent legal advice prior to executing this Subscription Agreement.**

**9.10 Assignment.** The terms and provisions of this Subscription Agreement will be binding upon and enure to the benefit of (a) the Subscriber and each Beneficial Purchaser, if any, and their respective successors, assignees, heirs, executors, administrators and personal representatives, as applicable, and (b) the Company and its successors and assigns; provided that this Subscription Agreement will not be assignable by any party hereto without the prior written consent of the other party hereto. For greater certainty this Subscription Agreement may only be transferred or assigned by the Subscriber subject to compliance with applicable laws (including, without limitation, applicable Securities Laws) and with the express written consent of the Company.

**9.11 Enurement.** This Subscription Agreement will 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.

**9.12 Language of Documents.** The Subscriber and each Beneficial Purchaser, if any, acknowledges its consent and requests that all documents evidencing or relating in any way to its purchase of securities be drawn up in the English language only. *Nous reconnaissons par les présentes avoir consenti et demandé que tous les documents faisant foi ou se rapportant de quelque manière à l'achat des bons de valeurs mobilières soient rédigés en anglais seulement.*

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

**9.14 Facsimile/PDF Delivery.** The Company will be entitled to rely on delivery by facsimile machine or portable document format of an executed copy of this Subscription Agreement, including the completed Schedules and Appendices attached hereto, and acceptance by the Company of such facsimile or portable document format copy will be legally effective to create a valid and binding agreement between the Subscriber and each Beneficial Purchaser, if any, and the Company in accordance with the terms hereof.



**SCHEDULE “A”  
TO THE SUBSCRIPTION AGREEMENT OF STRATEGX ELEMENTS CORP.**

**ADDITIONAL REPRESENTATIONS AND WARRANTIES**  
(All sections to be completed by all Subscribers)

**A. Present Ownership of Securities**

The Subscriber either [check appropriate box]:

- Does not own, directly or indirectly, or exercise control or direction over, any securities of the Company;  
**OR**
- Owns directly or indirectly, or exercises control or direction over, the following kind and number of securities of the Company (excluding the FT Shares being acquired hereunder):
- (i) \_\_\_\_\_ common shares of the Company; and/or
- (ii) convertible securities entitling the Subscriber to acquire additional common shares of the Company which, if converted, in the aggregate would represent \_\_\_\_\_ common shares of the Company.

**B. Insider Status**

The Subscriber either [check appropriate box]:

- Is an “**Insider**” of the Company, defined as follows:
- ♦ a director or officer of the Company;
  - ♦ a director or officer of a company that is itself an insider or subsidiary of the Company;
  - ♦ a person that beneficially owns or controls, directly or indirectly, voting shares of the Company carrying more than 10% of the voting rights attached to all the Company’s outstanding voting shares; or
  - ♦ the Company itself, if it owns any of its own securities;
- OR**
- Is not an Insider of the Company.

**C. “Registrant” Status**

The Subscriber either [check appropriate box]:

- Is a “**Registrant**” as defined under applicable securities laws of Canada;  
**OR**
- Is not a Registrant.

**SCHEDULE “B”  
TO THE SUBSCRIPTION AGREEMENT OF STRATEGX ELEMENTS CORP.**

**ACCREDITED INVESTOR CONFIRMATION CERTIFICATE  
(to be completed by all Subscribers that are accredited investors)**

**TO: StrategX Elements Corp. (the “Company”)**

*The categories listed herein contain certain specifically defined terms. If you are unsure as to the meaning of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.*

In connection with the purchase by the undersigned Subscriber of the FT Shares, the Subscriber, on its own behalf and on behalf of each of the Beneficial Purchasers for whom the Subscriber is contracting hereunder as trustee or agent (referred to herein collectively as the “**Subscriber**”), hereby represents, warrants, covenants and certifies to the Company and acknowledges that the Company and its counsel are relying thereon that:

- (a) the Subscriber is resident in or otherwise subject to the securities laws of one of the Provinces or Territories of Canada;
- (b) the Subscriber is purchasing the FT Shares as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”);
- (c) the Subscriber is an “*accredited investor*” within the meaning of NI 45-106 on the basis that the undersigned fits within at least one of the categories of an “accredited investor” reproduced below beside which the undersigned placed a check mark therefore indicating that the undersigned belongs to such category or categories;
- (d) the Subscriber was not created or is not used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below; and
- (e) upon execution of this Schedule “B” by the Subscriber, this Schedule “B” will be incorporated into and form a part of the Subscription Agreement.

*(place a check mark as applicable)*

**NOTE: If you check the box beside paragraphs (j), (k) or (l) below, you must complete and executed Appendix “I” to this Schedule “B”.**

Check		
<input type="checkbox"/>	(a)	except in Ontario, a Canadian financial institution, or a Schedule III bank;
<input type="checkbox"/>	(a.1)	only in Ontario, a financial institution described below: <ul style="list-style-type: none"> <li>(i) A bank listed in Schedule I, II or III to the <i>Bank Act</i> (Canada);</li> <li>(ii) An association to which the <i>Cooperative Credit Associations Act</i> (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473 (1) of the <i>Securities Act</i> (Ontario);</li> <li>(iii) A loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be</li> </ul>
<input type="checkbox"/>	(b)	the Business Development Bank incorporated under the <i>Business Development Bank of Canada Act</i> (Canada);
<input type="checkbox"/>	(c)	a subsidiary of any person referred to in paragraphs (a) or (b), and only in Ontario paragraph (a.1), 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;

Check		
<input type="checkbox"/>	(d)	a person, registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, except only in Ontario, as otherwise prescribed by the regulations;
<input type="checkbox"/>	(e)	an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
<input type="checkbox"/>	(e.1)	an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador);
<input type="checkbox"/>	(f)	the Government of Canada, and: (i) except in Ontario, the Government of a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada and: (ii) in Ontario, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,
<input type="checkbox"/>	(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;
<input type="checkbox"/>	(h)	any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
<input type="checkbox"/>	(i)	a pension fund that is regulated by: (i) except in Ontario the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada; and (ii) only in Ontario, either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada;
<input type="checkbox"/>	(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; <i>(Note: If you are an accredited investor described in this paragraph (j), and do not meet the higher financial asset threshold set out in paragraph (j.1), you must deliver a completed Form 45-106F9 – RISK ACKNOWLEDGMENT: INDIVIDUAL ACCREDITED INVESTOR (see Appendix “I” attached hereto).)</i>
<input type="checkbox"/>	(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;
<input type="checkbox"/>	(k)	an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; <i>(Note: If you are an accredited investor described in this paragraph (k), you must deliver a completed Form 45-106F9 – RISK ACKNOWLEDGMENT: INDIVIDUAL ACCREDITED INVESTOR (see Appendix “I” attached hereto).)</i>
<input type="checkbox"/>	(l)	an individual who, either alone or with a spouse, has net assets of at least \$5,000,000; <i>(Note: If you are an accredited investor described in this paragraph (l), you must deliver a completed Form 45-106F9 – RISK ACKNOWLEDGMENT: INDIVIDUAL ACCREDITED INVESTOR (see Appendix “I” attached hereto).)</i>
<input type="checkbox"/>	(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;

Check		
<input type="checkbox"/>	(n)	<p>an investment fund that distributes or has distributed its securities only to:</p> <p>(i) a person that is or was an accredited investor at the time of the distribution;</p> <p>(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds]; or</p> <p>(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;</p>
<input type="checkbox"/>	(o)	<p>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>
<input type="checkbox"/>	(p)	<p>a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (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;</p>
<input type="checkbox"/>	(q)	<p>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;</p>
<input type="checkbox"/>	(r)	<p>a registered charity under the <i>Income Tax Act</i> (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;</p>
<input type="checkbox"/>	(s)	<p>an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;</p>
<input type="checkbox"/>	(t)	<p>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;</p> <p><b><i>(Note: If you are an accredited investor described in this paragraph (t), each of the Subscribers must initial the category that applies to that owner in this Schedule "B" and if an owner is an accredited investor described in paragraphs (j), (k) or (l), that owner must deliver a completed Form 45-106F9 – RISK ACKNOWLEDGMENT: INDIVIDUAL ACCREDITED INVESTOR (see Appendix "I" attached hereto.)</i></b></p>
<input type="checkbox"/>	(u)	<p>an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;</p>
<input type="checkbox"/>	(v)	<p>a person that is recognized or designated as an accredited investor by: (i) except in Ontario or Quebec, the securities regulatory authority; (ii) only in Ontario, the Ontario Securities Commission; or Québec, the regulator;</p>
<input type="checkbox"/>	(w)	<p>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; or</p>
<input type="checkbox"/>	(x)	<p>only in Ontario, a person or company that is recognized or designated by the Ontario Securities Commission as an accredited investor.</p> <p><b><i>(Note: If you are an accredited investor described in this paragraph (x), please provide a description of how this requirement is met.)</i></b></p>

For the purposes of the foregoing terms, the following definitions apply:

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

“**Canadian financial institution**” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a **bank**, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.

“**company**” means any corporation, incorporated association, incorporated syndicate or other incorporated organization.

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

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

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
- (c) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
- (d) performing a policy-making function in respect of the issuer.

“**financial assets**” means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a contract of insurance, deposit or an evidence of a deposit that is not a security for the purposes of securities legislation.

“**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 for which a **person** makes the investment decisions if that **person** has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction.

**“investment fund”** means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an Employee Venture Capital Corporation and a Venture Capital Corporation;

**“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 effective control of an issuer other than an issuer which is a mutual fund or a **non-redeemable investment fund**, or
  - (ii) being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a **non-redeemable investment fund**, and
- (c) that is not a mutual fund.

**“person”** includes

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund, and an association, syndicate, or other organized group of persons, whether incorporated or not, and
- (d) an individual or other person in that **person’s** capacity as a trustee, executor, administrator or personal or other legal representative.

**“related liabilities”** means liabilities incurred or assumed for the purpose of financing the acquisition or ownership of **financial assets** and liabilities that are secured by **financial assets**.

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

**“spouse”** means an individual who

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), 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. In National Instrument 45-106,

- (a) an issuer is considered to be an **“affiliate”** of another issuer if one of them is the **subsidiary** of the other, or each of them is **controlled** by the same **person**.
- (b) a person (the “first person”) is considered to **“control”** another person (the “second person”) if
  - (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
  - (ii) 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
  - (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

**- IMPORTANT: SIGNATURE PAGE FOLLOWS -**

**ACCREDITED INVESTOR CONFIRMATION CERTIFICATE**

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The foregoing representations and warranties contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations and warranties will not be true and accurate prior to the Closing Time, the undersigned will give immediate written notice of such fact to the Company prior to the Closing Time.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Name of Subscriber (**please print**)

X  
\_\_\_\_\_  
Signature of individual (if Subscriber **is** an individual)

X  
\_\_\_\_\_  
Signature of authorized signatory (if Subscriber **is not** an individual)

\_\_\_\_\_  
Name of authorized signatory (if Subscriber not an individual) (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (if Subscriber not an individual)  
(**please print**)

**or**

**APPENDIX “I” TO SCHEDULE “B”  
OF THE SUBSCRIPTION AGREEMENT OF STRATEGX ELEMENTS CORP.**

**RISK ACKNOWLEDGEMENT FORM FOR CANADIAN ACCREDITED INVESTORS**

*You must complete this Appendix “I” to Schedule “B” if you have selected  
Category (j), (k) or (l) of Schedule “B”*

**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.**

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>1. About your investment</b>	
Type of securities: FT Shares	Issuer: StrategX Elements Corp.
Purchased from: StrategX Elements Corp.	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – 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 <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> 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.	<b>Your initials</b>
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	



<b>4. Your name and signature</b>	
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:
<b>SECTION 5 TO BE COMPLETED BY SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment</b>	
<p><b>StrategX Elements Corp.</b>  #514 – 55 Water Street  Vancouver, British Columbia V6B 1A1  Attention: Mr. Darren Bahrey  Telephone: 604-379-5515  Email: <a href="mailto:darren@strategxcorp.com">darren@strategxcorp.com</a>  <a href="http://www.strategxcorp.com">www.strategxcorp.com</a></p> <p><b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b></p>	

**Form instructions:**

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

**SCHEDULE “C”  
TO THE SUBSCRIPTION AGREEMENT OF STRATEGX ELEMENTS CORP.**

**MINIMUM AMOUNT INVESTMENT CERTIFICATE  
(to be completed by NON-INDIVIDUAL Canadian Subscribers that are subscribing  
under the “Minimum Amount Investment” exemption)**

**TO: StrategX Elements Corp. (the “Company”)**

In connection with the purchase by the undersigned Subscriber (who is NOT an individual) of the FT Shares, the Subscriber, on its own behalf and on behalf of each of the Beneficial Purchasers (who are NOT individuals) for whom the Subscriber is acting, hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company is relying thereon) that:

- (a) neither the Subscriber nor any Beneficial Purchaser, if any, is an individual;
- (b) the Subscriber or each Beneficial Purchaser, if any, is purchasing the FT Shares as principal (as defined in applicable Securities Laws) for its own account and not for the benefit of any other person;
- (c) the FT Shares have an acquisition cost to the Subscriber or each Beneficial Purchaser of not less than \$150,000, payable in cash at the Closing of the Offering;
- (d) the FT Shares are a security of a single issuer;
- (e) neither the Subscriber nor each Beneficial Purchaser, if any, was created nor is it being used solely, to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a *bona fide* purpose other than investment in the FT Shares; and
- (f) upon execution of this Schedule “C” by the Subscriber, this Schedule “C” will be incorporated into and form a part of the Subscription Agreement.

The foregoing representations and warranties contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations and warranties will not be true and accurate prior to the Closing Time, the undersigned will give immediate written notice of such fact to the Company prior to the Closing Time.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Name of Subscriber (**please print**)

X  
\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Name of authorized signatory

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

**SCHEDULE “D”  
TO THE SUBSCRIPTION AGREEMENT OF STRATEGX ELEMENTS CORP.**

**EXEMPTION CERTIFICATE**

(to be completed by Subscribers that are subscribing under the “Family, Friends and Business Associate” or the “Director, Executive Officer, Employee & Consultant” exemption)

**TO: StrategX Elements Corp. (the “Company”)**

In connection with the purchase by the undersigned Subscriber of the FT Shares, the Subscriber, on its own behalf and on behalf of each of the Beneficial Purchasers for whom the Subscriber is contracting hereunder as trustee or agent (referred to herein collectively as the “Subscriber”), hereby represents, warrants, covenants and certifies to the Company and acknowledges that the Company and its counsel are relying thereon that:

- (a) the Subscriber is resident in or otherwise subject to the securities laws of one of the Provinces or Territories of Canada;
- (b) the Subscriber is purchasing the FT Shares as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”);
- (c) the Subscriber fits within at least one of the categories set out in Item 1 or Item 2 below, beside which the undersigned placed a check mark therefore indicating that the undersigned belongs to such category or categories; and
- (e) upon execution of this Schedule “D” by the Subscriber, this Schedule “D” will be incorporated into and form a part of the Subscription Agreement.

*(place a check mark as applicable)*

**1. Family, Close Personal Friends and Close Business Associate Exemptions:** The undersigned Subscriber complies with one of the “family, friends and business associate” exemptions set out in sections 2.5, 2.6 and 2.6.1 of NI 45-106, by virtue of satisfying at least one of the indicated criterion listed below:

Check		
<input type="checkbox"/>	(i)	A spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely:  <hr style="width: 80%; margin-left: 0;"/> <i>(print name of director, executive officer or control person)</i>  <i><b>Note: If you are an ONTARIO resident, you must deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</b></i>
<input type="checkbox"/>	(ii)	A parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely:  <hr style="width: 80%; margin-left: 0;"/> <i>(print name of director, executive officer or control person)</i>  <i><b>Note: If you are an ONTARIO resident, you must deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</b></i>

Check		
<input type="checkbox"/>	(iii)	<p>A close personal friend of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely:</p> <p>_____</p> <p><i>(print name of director, executive officer or control person)</i></p> <p><b>Note:</b></p> <p>♦ If you are a <u>SASKATCHEWAN resident</u>, you <u>must</u> deliver a completed Form 45-106F5 – RISK ACKNOWLEDGEMENT FORM Saskatchewan Close Personal Friends and Close Business Associates Investors (Appendix “I” to Schedule “D”).</p> <p>♦ If you are an <u>ONTARIO resident</u>, you <u>must</u> deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</p>
<input type="checkbox"/>	(iv)	<p>A close business associate of a director, executive officer or control person of the Company, or of an affiliate of the Company, namely</p> <p>_____</p> <p><i>(print name of director, executive officer or control person)</i></p> <p><b>Note:</b></p> <p>♦ If you are a <u>SASKATCHEWAN resident</u>, you <u>must</u> deliver a completed Form 45-106F5 – RISK ACKNOWLEDGEMENT FORM Saskatchewan Close Personal Friends and Close Business Associates Investors (Appendix “I” to Schedule “D”).</p> <p>♦ If you are an <u>ONTARIO resident</u>, you <u>must</u> deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</p>
<input type="checkbox"/>	(v)	<p>A founder of the Company or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Company</p> <p>_____</p> <p><i>(print name of founder)</i></p> <p><b>Note:</b> If you are an <u>ONTARIO resident</u>, you <u>must</u> deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</p>
<input type="checkbox"/>	(vi)	<p>A parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Company:</p> <p>_____</p> <p><i>(print name of founder)</i></p> <p><b>Note:</b> If you are an <u>ONTARIO resident</u>, you <u>must</u> deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</p>
<input type="checkbox"/>	(vii)	<p>A person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in paragraphs (iv) to (vi) above.</p> <p><b>Note:</b></p> <p>♦ If you are a <u>SASKATCHEWAN resident</u>, you <u>must</u> deliver a completed Form 45-106F5 – RISK ACKNOWLEDGEMENT FORM Saskatchewan Close Personal Friends and Close Business Associates Investors (Appendix “I” to Schedule “D”).</p> <p>♦ If you are an <u>ONTARIO resident</u>, you <u>must</u> deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</p>
<input type="checkbox"/>	(viii)	<p>A trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in paragraphs (i) to (vi) above</p> <p><b>Note:</b></p> <p>♦ If you are a <u>SASKATCHEWAN resident</u>, you <u>must</u> deliver a completed Form 45-106F5 – RISK ACKNOWLEDGEMENT FORM Saskatchewan Close Personal Friends and Close Business Associates Investors (Appendix “I” to Schedule “D”).</p> <p>♦ If you are an <u>ONTARIO resident</u>, you <u>must</u> deliver a completed Form 45-106F12 – RISK ACKNOWLEDGEMENT FORM for Family, Friend and Business Associate Investors (Appendix “II” to Schedule “D”).</p>

OR

**2. Employee, Executive Officer, Director and Consultant Exemption:** The undersigned Subscriber complies with the “*Employee, executive officer, director and consultant*” exemption set out in sections 2.24 of NI 45-106, by virtue of satisfying at least one of the indicated criterion listed below:

Check		
<input type="checkbox"/>	(i)	An employee, executive officer, director or consultant* of the Company and participation in the distribution is voluntary
<input type="checkbox"/>	(ii)	An employee, executive officer, director or consultant* of a related entity of the Company and participation in the distribution is voluntary

For the purposes of this Item 2 above, “**consultant**” means a person, other than an employee, executive officer or director of the Company or of a related entity of the Company, that

- (i) is engaged to provide services to the Company or a related entity of the Company, other than services provided in relation to a distribution,
- (ii) provides the services under a written contract with the Company or a related entity of the Company, and
- (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Company or a related entity of the Company

and includes

- (iv) 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, and
- (v) for a consultant that is not an individual, an employee, executive officer, or director of the consultant, provided that the individual employee, executive officer, or director spends or will spend a significant amount of time and attention on the affairs and business of the Company or a related entity of the Company.

**- IMPORTANT: SIGNATURE PAGE FOLLOWS -**

**SCHEDULE "D" - EXEMPTION CERTIFICATE**

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The foregoing representations and warranties contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations and warranties will not be true and accurate prior to the Closing Time, the undersigned will give immediate written notice of such fact to the Company prior to the Closing Time.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Name of Subscriber (**please print**)

X  
\_\_\_\_\_  
Signature of individual (if Subscriber **is** an individual)

X  
\_\_\_\_\_  
Signature of authorized signatory (if Subscriber **is not** an individual)

\_\_\_\_\_  
Name of authorized signatory (if Subscriber not an individual) (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (if Subscriber not an individual) (**please print**)



**APPENDIX “II” TO SCHEDULE “D”  
OF THE SUBSCRIPTION AGREEMENT OF  
STRATEGX ELEMENTS CORP.**

**ONTARIO RISK ACKNOWLEDGEMENT FORM  
FOR FAMILY, FRIENDS AND BUSINESS ASSOCIATE INVESTORS**

*You must complete this Appendix “II” to Schedule “D” if you have selected  
any category in Item 1 of Schedule “D”*

**WARNING!**  
**This investment is risky. Don’t invest unless you can afford to lose all the money you pay for this investment.**

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER</b>	
<b>1. About your investment</b>	
Type of securities: FT Shares	Issuer: StrategX Elements Corp.
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss --</b> You could lose your entire investment of \$_____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk --</b> You may not be able to sell your investment quickly -- or at all.	
<b>Lack of information --</b> 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.	
<b>3. Family, friend or business associate status</b>	
You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:	<b>Your initials</b>
<p>A) You are:</p> <p style="padding-left: 20px;">1) <i>[check all applicable boxes]</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> a <b>director</b> of the issuer or an affiliate of the issuer</p> <p style="padding-left: 40px;"><input type="checkbox"/> an <b>executive officer</b> of the issuer or an affiliate of the issuer</p> <p style="padding-left: 40px;"><input type="checkbox"/> a <b>control person</b> of the issuer or an affiliate of the issuer</p> <p style="padding-left: 40px;"><input type="checkbox"/> a <b>founder</b> of the issuer</p> <p style="padding-left: 20px;">OR</p> <p style="padding-left: 20px;">2) <i>[check all applicable boxes]</i></p> <p style="padding-left: 40px;"><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 style="padding-left: 40px;"><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 <b>family member</b> of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You are the _____ of that person or that person’s spouse.</p> <p><i>[Instruction: To qualify for this investment, the person listed above must be (a) your spouse or (b) your or your spouse’s parent, grandparent, brother, sister, child or grandchild.]</i></p>	



C) You are a <b>close personal friend</b> of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
D) You are a <b>close business associate</b> of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
<b>4. Your name and signature</b>		
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:
<b>SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE</b>		
<b>5. Contact person at the issuer or an affiliate of the issuer</b>		
[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]		
By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: [check the box that applies]		
<input type="checkbox"/> family relationship as set out in section 3B of this form <input type="checkbox"/> close personal friendship as set out in section 3C of this form <input type="checkbox"/> 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:
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER</b>		
<b>6. For more information about this investment</b>		
<b>StrategX Elements Corp.</b> #514 – 55 Water Street Vancouver, British Columbia V6B 1A1 Attention: Mr. Darren Bahrey Telephone: 604-379-5515 Email: <a href="mailto:darren@strategxcorp.com">darren@strategxcorp.com</a> <a href="http://www.strategxcorp.com">www.strategxcorp.com</a>		
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a> .		
Signature of executive officer of the issuer (other than the purchaser):		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 purchaser completes and signs the form.
3. The purchaser, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.
4. The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 – Prospectus Exemptions. For guidance on the meaning of “close personal friend” and “close business associate”, please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP – Prospectus Exemptions.

**SCHEDULE “E”  
TO THE SUBSCRIPTION AGREEMENT OF STRATEGX ELEMENTS CORP.**

**CONTACT INFORMATION OF PUBLIC OFFICIALS  
REGARDING INDIRECT COLLECTION  
OF PERSONAL INFORMATION**

**Alberta Securities Commission**

Suite 600, 250 – 5<sup>th</sup> Street SW  
Calgary, Alberta T2P 0R4  
Telephone: 403-297-6454  
Toll free in Canada: 1-877-355-0585  
Facsimile: 403-297-2082

**Public official contact regarding indirect collection of information: FOIP Coordinator**

**The Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Telephone: 204-945-2561  
Toll free in Manitoba 1-800-655-5244  
Facsimile: 204-945-0330

**Public official contact regarding indirect collection of information: Director**

**Government of Newfoundland and Labrador**

**Financial Services Regulation Division**

P.O. Box 8700  
Confederation Building  
2<sup>nd</sup> Floor, West Block  
Prince Philip Drive  
St. John’s, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
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Facsimile: 709-729-6187

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

**Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street  
Duke Tower  
P.O. Box 458  
Halifax, Nova Scotia B3J 2P8  
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Facsimile: 902-424-4625

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**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: 604-899-6854  
Toll free in Canada: 1-800-373-6393

Facsimile: 604-899-6581

Email: FOI-privacy@bcsc.bc.ca

**Public official contact regarding indirect collection of information: FOI Inquiries**

**Financial and Consumer Services Commission (New Brunswick)**

85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
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Facsimile: 506-658-3059

Email: info@fcnb.ca

**Public official contact regarding indirect collection of information: Chief Executive Officer and Privacy Officer**

**Government of the Northwest Territories**

**Office of the Superintendent of Securities**

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

**Government of Nunavut**

**Department of Justice**

Legal Registries Division  
P.O. Box 1000, Station 570  
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Iqaluit, Nunavut X0A 0H0  
Telephone: 867-975-6590

Facsimile: 867-975-6594

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

**Ontario Securities Commission**

20 Queen Street West, 22<sup>nd</sup> Floor  
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Telephone: 416-593- 8314  
Toll free in Canada: 1-877-785-1555  
Facsimile: 416-593-8122

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**Public official contact regarding indirect collection of information: Inquiries Officer**

**Prince Edward Island Securities Office**

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

**Autorité des marchés financiers**

800, Square Victoria, 22e étage  
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Montréal, Québec H4Z 1G3  
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Facsimile: 514-864-6381

Email: [financementdessocietes@lautorite.qc.ca](mailto:financementdessocietes@lautorite.qc.ca)

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**Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601 – 1919 Saskatchewan Drive  
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**Public official contact regarding indirect collection of information: Director**

**Government of Yukon**

**Department of Community Services**

Office of the Superintendent of Securities  
307 Black Street  
Whitehorse, Yukon Y1A 2N1  
Telephone: 867-667-5466  
Facsimile: 867-393-6251

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