

# SHARE SUBSCRIPTION OFFER

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SHARE SUBSCRIPTION OFFER submitted on ....., 20... , at ....., Province of Quebec, and expiring on ....., 20..., at ..... a.m.[p.m.].

FROM: V1 ..... (name of individual), ..... (occupation), domiciled and residing at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), doing business as ..... (business name);

OR

V2 ..... (corporate name), a legal person duly incorporated under the ..... Act (name of statute under which the corporation was incorporated), having its principal place of business at ..... (civic number and street name), in the City of ..... (name of city), Province of ..... (name of province), ..... (postal code), and duly registered under the designating number ..... in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered);

V2.1 (Authorized Representative) (to be added after V2, if applicable)

, represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof, as he/she so declares;

V2.2 (Authorized Representative by Resolution) (to be added after V2, if applicable)

, represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A;

OR

V3 ..... (common business name), [a general partnership], OR [a limited partnership represented by ..... (name of its general partner), its general partner] OR [an undeclared partnership], OR [a joint venture], OR [a collaboration], OR [a group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [..... Act (identify applicable statute)] OR [Civil Code of Québec] OR [applicable general law], having its head or registered office at ..... (civic number and street name), in the City of ..... (name of municipality), Province of ..... (name of province), ..... (postal code), and duly registered (as the case may be) under the designating number ..... in accordance with the ..... Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she so declares OR [as indicated in the resolution of the partners of the general partnership], OR [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], OR [as indicated in the

Table with 2 columns: OFFEROR, CORPORATION

resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

**HEREINAFTER REFERRED TO AS THE “OFFEROR”;**

**TO:** ..... (*identify corporation*);

**HEREINAFTER REFERRED TO AS THE “CORPORATION”.**

**HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”;**

**[AND INTERVENING HEREIN:** ..... (*identify directors*);

**HEREINAFTER REFERRED TO AS THE “DIRECTORS”].**

**RECITALS**

THE PARTIES DECLARE AS FOLLOWS:

- A) The CORPORATION is currently raising capital in order to establish [**OR** increase] its capital;
- B) The OFFEROR wishes to acquire, as part of this raising of capital, certain unissued shares of the CORPORATION’s share capital [**OR** stated capital (*if incorporated under the CBCA*)].

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**0.00 INTERPRETATION**

**0.01 Terminology**

OFFEROR	CORPORATION

Unless otherwise indicated, capitalized words and expressions appearing in the Offer [or in any ancillary or subordinate documentation] will be interpreted as follows:

**0.01.01 Activities**

means ..... (describe principal business activities) of ..... (identify relevant party);

**0.01.02 Agreement**

means the agreement arising from acceptance of the Offer;

**0.01.03 Breach**

means, with respect to any representation or warranty, obligation or other provision of the Offer:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any other provision;

**0.01.04 Closing Date**

means the date the Shares are issued [OR any other date agreed to by the PARTIES for the signing of the documentation required for the purposes of the subscription contemplated under the Offer];

**0.01.05 Confidential Information**

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Offer and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a) information known to the receiving PARTY prior to the date of its disclosure;
- b) information known by or available to the public prior to the date of its disclosure;

OFFEROR	CORPORATION

- c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the receiving PARTY;
- d) information received at any time by a Person who is not bound to one of the PARTIES by a confidentiality undertaking with regard to that information;
- e) information independently produced by the receiving PARTY;
- f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

**0.01.06 Encumber / Encumbrance**

Encumber means to create or grant an Encumbrance, and Encumbrance means, whether created by agreement or by operation of Law, a legal cause of preference, a dismemberment of ownership rights, an ownership interest, a restriction on the right to sell or any security interest of any kind, and including any right or privilege capable of becoming any of the foregoing, as set out in the list attached hereto as Schedule 0.01.06;

**0.01.07 Equipment**

means, any equipment, machinery, furniture, rolling stock, supplies and accessories, belonging to the CORPORATION and which it uses for its Activities, as set out in the detailed list attached hereto as Schedule 0.01.07;

**0.01.08 Financial Statements**

means the financial statements dated ..... 20...;

**0.01.09 Force Majeure**

means any event beyond the control of a PARTY that could not have been reasonably foreseen and against which it could not have protected itself such as any natural disaster, epidemic, fire, accident, act of war (whether declared or not), insurrection, riot, act of terrorism, wildcat strike, spontaneous work stoppage or slowdown, lock-out, change in market conditions, power or communication breakdown, intervention by civil or military authorities, or non-compliance with any order issued by any governmental authority, court, tribunal or public authority [OR ..... (identify any other event that is relevant in the context of the contract)];

**0.01.10 Hazardous Material**

OFFEROR	CORPORATION