**SUBSCRIPTION FORM**

**TO: {companyName} (the “Company”)**

**RE: Option to subscribe for {shareCount} shares at {exerciseCurrency}${exercisePrice}**

The undersigned holder of the Option Certificate attached as Schedule “B” issued by the Company to the undersigned on {exerciseDate}, hereby subscribes for Common Shares (“the Common Shares”) of the Company pursuant to the terms of the Stock Option Plan at the Exercise Price (as defined in the Option Certificate) per share on the terms specified in the Option Certificate and encloses herewith cash or a bank draft, certified cheque, money order, or wire payment payable to the order of the Company in payment therefor.

The undersigned agrees that the terms of the Company’s standard subscription form at the time of the exercise is incorporated herein.

The undersigned irrevocably hereby directs that the Common Shares be issued and delivered as per the subscription agreement attached as Schedule “A”.

DATED this {exerciseDateFormatted}

|  |
| --- |
| {echoSignSignatureTag} |

{holderName}

**SCHEDULE “A”**

**{companyName}**

**SHARE SUBSCRIPTION AGREEMENT**

The undersigned, on its own behalf and on behalf of each of the beneficial purchasers for who it is acting (the "Subscriber"), hereby irrevocably subscribes for and agrees to purchase the number of common shares of {companyName} (the “Issuer”) set forth below (the "Shares") for the aggregate purchase price set forth below (the "Aggregate Subscription Price"), representing a subscription price of {exerciseCurrency} ${exercisePrice} per common share (“Subscription Price”), upon and subject to the terms and conditions set forth in this Share Subscription Agreement (the "Agreement").

**IN WITNESS WHEREOF,** this **SUBSCRIPTION AGREEMENT** made as of this {exerciseDateFormatted} between {companyName} (the “Company”) and the undersigned (the “subscriber”). I, the undersigned Subscriber, hereby supply you with the following information and representations:

Number of Shares Subscribed for: {shareCount} Shares at {exerciseCurrency}${exercisePrice} per share

Total Amount of Subscription: {exerciseCurrency} ${exerciseTotal}

Name of Individual Subscriber, Corporation, Trust or other form of registration (use full legal name):

{subscriberName}

Address of Subscriber (No P.O. Boxes): {holderAddress}

|  |  |  |  |
| --- | --- | --- | --- |
| City: | {holderCity} | State/Province: | {holderStateProvince} |
|  |  |  |  |
| Zip/Postal: | {holderZipPostal} | Country: | {holderCountry} |

|  |  |  |  |
| --- | --- | --- | --- |
| Home Phone: | {holderHomePhone} | Bus. Phone: | {holderBusinessPhone} |
|  |  |  |  |
| Cell Phone: | {holderCellPhone} | Bus. Fax: | {holderFax} |

Email (Primary): {holderPrimaryEmail}

Email (Other): {holderSecondaryEmail}

Date of Birth: {holderDateOfBirth}

Position or Title of Person Making Investment Decision in the Above Entity if other than an individual purchaser:

|  |  |  |  |
| --- | --- | --- | --- |
| {holderSignatoryName} |  | {holderSignatoryTitle} |  |
| Name |  | Title |  |

## Authorized Signature of Subscriber: {echoSignSignatureTag}

Special Instructions:

{specialInstructions}

*- For Internal Use Only -*

**Issuer’s Acceptance:**

The Issuer hereby accepts the Agreement as of this {exerciseDateFormatted} (“Distribution Date”) and each party represents and warrants to the other party that the representations, warranties and covenants made by each party are true and correct in all material respects as of this date and that each party is entitled to rely thereon.

|  |  |
| --- | --- |
| **PHARMACIELO LTD** | |
|  |  |
| By: | {echoSignSignatureTag2} |
| Name: | {sigName} |
| Title: | {sigTitle} |
| Issuer’s contact information: | |
| {sigAddressLine1} | |
| {sigEmail} | |

1. **Subscription and Consideration**

The Subscriber hereby subscribes for and agrees to purchase the Shares at the Aggregate Subscription Price.

1. **Representations and Warranties of the Issuer**

The Issuer represents and warrants that:

1. the Issuer has the full power and authority to enter into and perform this Agreement and to do all other acts which may be necessary to consummate the transactions contemplated hereby; and
2. the issue of the Shares will, at the time of their issuance, have been approved by all requisite corporate action of the Issuer and the Shares will, upon issue and delivery, be validly issued as fully paid and non-assessable common shares in the capital of the Issuer.
3. **Representations, Warranties, Acknowledgements and Covenants of the Subscriber**

The Subscriber represents, warrants, acknowledges and covenants that:

* 1. the Subscriber is purchasing the Shares as principal, and not on behalf of, or with the intention of reselling any of the Shares, to any other person;
  2. the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto;
  3. the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to the Subscriber or of any agreement, written or oral, to which the Subscriber may be a part or by which the Subscriber is or may be bound;
  4. this Agreement has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms;
  5. the Subscriber has been independently advised as to the restrictions with respect to trading and the applicable resale restrictions imposed in respect of the Shares by securities legislation in the jurisdiction in which the Subscriber resides and confirms that no representation has been made respecting the restrictions with respect to trading and the applicable resale restrictions relating to the Shares and is aware of the risks and other characteristics of the Shares and of the fact that the Subscriber may not resell the Shares except in accordance with the applicable securities legislation and regulatory policies;
  6. the Subscriber acknowledges that an investment in the Shares is subject to a number of risk factors. In particular, the Subscriber acknowledges that the Issuer is not currently a “reporting issuer” under applicable Canadian securities legislation in any province or territory of Canada and therefore the applicable hold period with respect to the Shares may never expire. Accordingly, there is currently no market for the Shares and one may never develop. It may be difficult or even impossible for the Subscriber to sell the Shares. Resale of the Shares will require the availability of exemptions from the registration and prospectus requirements of applicable securities legislation, or the application for a discretionary order of a securities commission or similar regulatory authority permitting the trade. The Subscriber covenants and agrees to comply with any applicable securities legislation, and any other relevant securities orders or policies concerning the purchase, holding and resale of the Shares;
  7. the Subscriber is resident in the jurisdiction set out on page 1 of this Agreement;
  8. to the best of the Subscriber’s knowledge, the sale of the Shares was not advertised;
  9. the Subscriber acknowledges that the Shares have not been registered under any securities laws,

and that the Issuer has no obligation or present intention of filing a registration statement with

respect of the Shares;

* 1. the Subscriber acknowledges and agrees that the offer to purchase the Shares was not made to the Subscriber when the Subscriber was in the United States and at the time the Subscriber’s subscription was delivered to the Issuer, the Subscriber was outside the United States and that: (i) the Subscriber is not and will not be purchasing the Shares for the account or benefit of any U.S. Person (as such term is defined in Regulation S promulgated under the 1933 Act); and (ii) the Subscriber is not a U.S. Person;
  2. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares;
  3. there is no government or other insurance covering the Shares;
  4. there are significant risks associated with the purchase of the Shares;
  5. there are restrictions on the Subscriber’s ability to resell the Shares and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Shares;
  6. the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell securities and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided under applicable securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber;
  7. the Subscriber has not received or been provided with a prospectus, offering memorandum or similar document and the decision to enter into this agreement and to purchase the Shares has not been based upon any verbal or written representations as to fact or otherwise made by or on behalf of the Issuer;
  8. the Subscriber will immediately notify the Issuer if any of its representations and warranties contained herein would be inaccurate if made after the date hereof but on or before the closing date;
  9. no person has made any written or oral representations to the Subscriber:
     1. that any person will resell or repurchase the Shares;
     2. that any person will refund the purchase price of the Shares;
     3. as to the future price or value of the Shares; or
     4. that the Shares will be listed and posted for trading on a stock exchange or quoted on any quotation and trade reporting system, or that application has been made or will be made, to list and post the Shares for trading on a stock exchange or quote the Shares on any quotation and trade reporting system;
  10. the Subscriber acknowledges that it has been encouraged to obtain independent legal, income tax and investment advice with respect to its purchase of the Shares and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties, acknowledgements and covenants under this Agreement;
  11. the Subscriber has been afforded the opportunity to ask questions of, and receive answers from, the officers and/or directors of the Issuer acting on its behalf concerning the terms and conditions of a purchase of the Shares and to obtain any additional information, to the extent that the Issuer possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information furnished; and the undersigned has received satisfactory answers to all such questions to the extent deemed appropriate in order to evaluate the merits and risks of an investment in the Shares; and
  12. the funds representing the Aggregate Subscription Price which will be advanced by the Subscriber to the Issuer hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) Act (Canada) (the “PCMLA”) and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber’s name and other information relating to this Agreement and the purchase hereunder, on a confidential basis, pursuant to the PCMLA. To the best of the Subscriber’s knowledge none of the funds representing the Aggregate Subscription Price to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and shall provide the Issuer with appropriate information in connection therewith.

1. **Further Assurances**

The Subscriber covenants and agrees to execute and deliver such further agreements and documents and to provide such further assurances as may be reasonably required by Issuer to give effect to this Agreement and, without limiting the generality of the foregoing, to do all acts and things, execute and deliver all documents, agreements and writings and provide such assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the Issuer’s affairs.

1. **Compliance and Cooperation with Regulatory Requirements**

The Subscriber agrees to abide by any requirements respecting the Shares, including any mandatory pooling or escrow requirements, imposed by any regulatory authority having jurisdiction over the Issuer (including any stock exchange) and agrees to duly execute and deliver to the Issuer now or in the future all such other documents or instruments as may be necessary to implement and carry out the terms of this Agreement (including, if required, a replacement, substitute or amended subscription agreement).

1. **Collection of Information**

The Subscriber acknowledges that this Agreement require the Subscriber to provide certain personal information to the Issuer. Such information is being collected by the Issuer for the purposes of completing the offering of Shares, which includes, without limitation, determining the Subscriber's eligibility to purchase the Shares under applicable securities legislation, preparing and registering certificates representing Shares to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities, (b) the Issuer's registrar and transfer agent, and (c) any of the other parties involved in the offering. By executing this Agreement, the Subscriber consents to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.

1. **Closing and Payment of Aggregate Subscription Price**
   1. The Closing Date will be such date following acceptance of this Agreement by the Issuer as is determined by the Issuer, acting reasonably.
   2. The Aggregate Subscription Price will be paid by wire transfer to the Issuer (provided in the “Instruction to Subscribers” page above) upon the execution of this Agreement, and will be held in trust until the Closing Date.
2. **Issuer’s Deliverables**

Within a reasonable time after the Closing Date, the Issuer shall deliver or cause to be delivered to the Subscriber one (1) signed counterpart of this Agreement and a share certificate or DRS advice representing the Shares.

1. **Disposition of Shares**
   1. Any transfer of Shares is restricted and the share certificate or DRS advice representing the shares will be legended as follows:
      1. UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR (4) MONTHS AND A DAY AFTER THE LATER OF (I) THE DISTRIBUTION DATE, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA; and
      2. NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.
   2. The Subscriber agrees that the Subscriber will not offer, sell, transfer or otherwise dispose of any such Shares (“Transfer”), unless counsel to the Issuer receives a legal opinion, in a form satisfactory to the Issuer, from the Subscriber’s legal representative that such proposed offer, sale, transfer or other disposition of the securities is permissible under applicable securities regulations. In addition, any proposed Transfer will be conditional upon the Subscriber’s compliance of the Issuer’s mandated transfer procedures.
2. **Notices**

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally; or by email; or mailed by registered or certified mail, return receipt requested, at the parties’ respective contact information set forth on the signature page of this Agreement. All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Agreement be deemed given upon delivery, (b) if delivered by email to the email address as provided in this Agreement, deemed given when transmitted, and (c) if delivered by mail in the manner described above to the address as provided in this Agreement, be deemed given upon receipt. Any party from time to time may change its address, email address or other information for the purpose of notices to that party by giving notice specifying such change to the other parties hereto.

1. **Limited Power of Attorney**

The Subscriber hereby irrevocably authorizes the Issuer, or its representatives, to complete and correct any errors or omissions in any form or document provided by the Subscriber to the Issuer.

1. **Indemnity**

The Subscriber will indemnify and hold harmless the Issuer and, where applicable, its directors, officers, employees, agents, advisors and shareholders, 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 or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Issuer in connection therewith.

1. **Assignment**

This Agreement shall not be assigned without the prior written consent of the parties.

1. **Severability**

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.

1. **Binding Effect**

This Agreement shall be binding upon the heirs, legal representatives and successors of the Issuer and the Subscriber; provided, however, that the Subscriber may not assign any rights or obligations under this Agreement without the written consent of the Issuer.

1. **Counterparts**

This Agreement may be executed by email and in as many counterparts as may be necessary, and each of such counterparts so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument.

1. **Governing Law**

This Agreement is deemed to have been made in Ontario and will be governed and construed exclusively in accordance with the laws of Ontario and the laws of Canada applicable in that province.

1. **Amendments**

This Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the party against whom such change, waiver or termination is sought to be enforced.

1. **Entire Agreement**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings, oral or written, of the parties with respect thereto.

**SCHEDULE “B”**

**OPTION CERTIFICATE**

Attached