

OFFERING MEMORANDUM

BeautyGram Inc. (The “Company”)

This Offering Memorandum constitutes a private offering of these securities only in those jurisdictions and to those persons where and to whom they may be lawfully sold and therein only by those entities permitted to sell such securities. This Offering Memorandum is not, and under no circumstances is it to be construed as a prospectus, advertisement or public offering of the securities referred to herein. **Persons who will be acquiring securities pursuant to this Offering Memorandum will not have the benefit of the review of the material by the securities commissions or similar authorities in Canada.** The securities offered hereunder will be issued under exemptions from the prospectus requirements of applicable securities laws and the rules, regulations and policies thereunder and will be subject to certain resale restrictions.

The financial statements and financial information in this offering memorandum are not audited. They have been prepared in accordance with the OM Regulatory Accounting Principles, as defined in securities legislation, and are not comparable to financial statements prepared using Canadian GAAP for publicly accountable enterprises. Particular conditions apply to this offering. When relying on those particular conditions, the issuer together with issuers related to it cannot raise more than \$500,000. You may choose to invest less but when relying on those particular conditions the issuer, together with the issuers related to it, must not sell you more than \$2,000 worth of securities in a 12-month period.

Dated: March 3, 2015

The Issuer (Company)

Corporate Name: BeautyGram Inc.
Head Office Address: Suite 200, 222-16th Avenue North East Calgary, Alberta T2E 1J8
Telephone: 403.702.4438
Contact email: jennifer@beautygram.com
Currently Listed or Quoted? No. These securities do not trade on any exchange or market.
Reporting Issuer? No
SEDAR Filer? No

The Offering

Securities Offered: Class A voting common shares (“Share” or “Shares” or “Securities”)
Price per Security: \$1.00 per Share. See footnote to Item 5.1.
Minimum Offering: \$250,000
Maximum Offering: \$500,000. We reserve the right to limit the total number of Shares that may be purchased through this offer, and we reserve the right to also raise additional capital from accredited investors, friends, family and business associates outside of this Offering. **Funds raised through this Offering may not be sufficient to accomplish our proposed objectives.** You may be the only purchaser.
Minimum Subscription Amount: Minimum purchase per Subscriber is \$2,000.00. Subscribers will be offered discounts on products sold by the Company – see Item 2.2.
Payment Terms: Authorization of an automatic bank debit in the amount of your investment, or cheque, money order or bank draft, payable in accordance with the subscription procedure identified in section 5.2.
Proposed Closing Date: One or more dates prior to April 30, 2015.
Tax Consequences: There are important tax consequences to these Securities. See Item 6.
Selling Agent: The selling agent is Waverley Corporate Financial Services Ltd. See Item 7.
Resale Restrictions: You will be restricted from selling your Securities for an indefinite period. See Item 10.

Purchaser’s Rights

You have two (2) business days to cancel your agreement to purchase these Securities. If there is a misrepresentation in this offering memorandum, you have the right either to sue for damages or to cancel the agreement. See Item 11.

No securities regulatory authority has assessed the merits of these Securities or reviewed this offering memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8.

Item 1: Use of Available Funds

1.1 Funds

The net proceeds of the offering and the funds which will be available to us after this offering are as follows:

		Assuming minimum offering	Assuming maximum offering
A	Amount to be raised by this offering	\$250,000	\$500,000
B	Selling commissions and fees ¹	\$12,500	\$25,000
C	Estimated offering costs (including legal, accounting, audit, etc.)	\$15,000	\$10,000
D	Available funds: $D = A - (B+C)$	\$222,500	\$465,000
E	Additional sources of funding required ²	\$0	\$0
F	Working capital deficiency	\$0	\$0
G	Total: $G = (D+E) - F$	\$222,500	\$465,000

NOTES:

(1) Assumes an average finder's fee of 5.0% is paid on all subscription proceeds. Actual finder's fees are expected to range from nil to 5%. The Company has engaged Waverley as its exclusive selling agent under the Offering and has agreed to pay Waverley commissions equal to 5% of the aggregate subscriptions under the Offering that are sourced through their website portal, www.SeedUps.ca. See Item 2.7 – Material Agreements and Item 7 – Compensation Paid to Sellers and Finders for further information.

(2) The Company proposes to raise additional financing outside of this Offering through sales of additional Class A Shares to eligible investors under prospectus exemptions including, but not limited to, the “accredited investor” exemption.

1.2 Use of Available Funds

We will use the net proceeds for the next 12 months as follows:

Description of intended use of available funds listed in order of priority	Assuming minimum offering	Assuming maximum offering
Systemize processes to enable franchising/licensing, increase functionality of the Company website, improve order to cash processing and inventory management, and increase sales.	\$45,000	\$75,000
Develop marketing collateral, campaigns and national product push to support franchises or a licensing model. Increase capacity for regional distribution. Develop the contractual and other legal templates to use for licensing or franchising.	\$15,000	\$25,000
Scope and create a collection of “BeautyGram” labelled products.	\$50,000	\$75,000
Training and onboarding franchisees or sales representatives, feedback and launch into other regions where national sales and interest has been growing (e.g. Dubai).	\$112,500	\$290,000
Working capital deficiency (see Item 1.4)	\$0	\$0
Total: Equal to G in the Funds table above	\$222,500	\$465,000

1.3 Reallocation

We intend to spend the net proceeds as stated. We will reallocate funds only for sound business reasons.

1.4 Working Capital Deficiency

As of March 3, 2015, the Company had no working capital deficiency.

Item 2: Business of BeautyGram Inc.

2.1 Structure

The Company was incorporated under the Alberta *Business Corporations Act* in Calgary, Alberta Canada on September 29, 2008.

2.2 Our Business

BeautyGram Inc. (the Company) is in the business of delivering “BeautyGrams”. BeautyGrams are branded gift boxes that are customized by the sender with the intent of conveying a genuine message of care and thoughtfulness that is unique for each recipient. Since the first sales of the company began in 2010, the Company has grown from a localized delivery gifting service that uses a branded pink Smart Car, to a national distribution level of online gifting using Canada Post.

In its infancy stages, the Company was a localized business. It grew exponentially with the airing of Episode 7 of the Dragons’ Den in 2012 (see item 2.3). Since then, the company has been shipping BeautyGrams regularly across Canada, with some shipping to the United States. The Company has reached a point where, without capital to market and grow the sales team, the business will remain at an organic growth level. Based on the history of local to national growth, the Company has significant international growth potential and requires the resources to make this growth happen.

The Company has a unique value proposition that primarily attracts women - incorporating both beauty and lifestyle products. Women are the largest demographic of online consumers, they make up over 90% of the Company’s sales, and are the most significant advocates for the Company’s business. Based on the notion that “every day there is an occasion to celebrate”, the Company is part of a multi-billion dollar online gifting market that offers unique and customized gifts that have a 20% rate of return sales. The most significant competition to the Company’s products are flowers and gift cards.

BeautyGram is a proven alternative to the traditional option of sending flowers and chocolates to women. The Company handcrafts each gift package using a mix of both beauty and lifestyle products to provide a personal touch and communicate the “elegant act of care” the sender wishes to convey. By offering a diverse selection of pre-made collections suited for different occasions and personalities, BeautyGram offers something for every woman. BeautyGram offers a BYOB (“Build Your Own BeautyGram”), which is another unique way for the sender to send an extra personal gift and provide the sender a sense of personal creation. This BYOB option currently comprises over 50% of the Company’s current sales.

Orders are placed through the company’s user-friendly website – similar to the international company known as “Edible Arrangements” (www.ediblearrangements.ca). The order is then processed, hand assembled, and either shipped via Canada Post to the receiver’s destination, or delivered with the Company’s uniquely branded pink Smart Car.

As BeautyGram grows, and consumers become more aware of the brand, the Company hopes to become a viable model to market as a home-based business opportunity to franchise or license. With the growing

multibillion dollar beauty industry, and women being the largest online consumer, the Company has two significant points of market expansion opportunities (beauty products and women purchasing online).

The Company has reached the stage where, in order to scale up growth, it must expand its service to more locations across Canada through either a franchising or licensing business model. This requires the development of the infrastructure required to hire sale representatives (or sell territories) on a commission basis. By franchising or licensing territories by cities and by having sales representatives as BeautyGram ambassadors, the BeautyGram brand and sales have the potential to scale significantly.

As the Company builds its sales, its community of support, and its profits, this will allow the Company to create more of its own BeautyGram labelled Items, thus enabling product procurement to become more efficient, and enabling the brand to be self-marketing. As the Company scales to accommodate larger volumes of orders, it will also become more cost effective to establish supplier relationships with entities that promote social change and empowerment for women and girls, and thus to create BeautyGram-labelled products that are sourced from fair trade artisans and/or from “marginalized” women that are participating in programs that teach new skills and facilitate financial independence.¹

Purchasers of Shares through this Offering will be provided with a 5-year 10% discount on purchases or orders of BeautyGram products.

2.3 Development of the Business

Seeing a gap in the gifting market, the Company began its operations by creating a personalized gifting experience that was solely targeting women. This was marketed and promoted in a colorful and unique way through the company’s pink “Smart Car” delivery vehicle.

The business originally was built on the value of sending spa gift cards, with values starting at \$99. The contents inside were always the same. Shortly after market testing began, the Company realized that it was too expensive to start a gift at \$99, not all women enjoyed the spa experience, and that repeat clients were low due to low product selection. Within a year, spa cards were replaced, the starting price for gifts was lowered to \$22, and BeautyGram offered a wider selection of products from which senders could choose.

Activity that has generated interest for the Company was the widely televised CBC show “Dragons’ Den”, which aired during Season 7 on October 3, 2012. During this episode, Jennifer Ruparell (founder of the Company) pitched the business, which created an overnight demand to ship nationally. This televised episode has provided the highest impact marketing for the company to date, as re-runs appear quarterly and drive awareness.

Another press-related activity for the Company was the opportunity to join a gifting lounge as a sponsor for the 64th Annual “Primetime Emmys” in Los Angeles, California in September 2012. This too brought awareness and interest internationally. With continued support and uploads through social media, the Company has been featured numerous times in numerous blogs, newspapers and radio stations.

On February 11, 2014, BeautyGram was also featured during an Ottawa CTV news story that promoted

¹ BeautyGram is also raising funds for a social conscious line of products, the first one featuring G.R.I.T. For more information, see <http://beautygram.com/pages/fortunista>.

various “Valentines Day” ideas for consumers. The link to the broadcast is as follows:
<http://ottawa.ctvnews.ca/video?clipId=549194>.

As recently as the week of February 16th, 2015, the founder of the Company visited Dubai to engage in discussions with the Company’s first potential international sales representative. The market for BeautyGrams in Dubai is significant, and discussions are underway to determine the most cost-effective manner to distribute BeautyGrams in this region.

2.4 Long Term Business Objectives

After fulfilling the short term business objectives identified in item 2.5 below, the Company’s key objectives are to further grow the infrastructure for international sales and to further build the repertoire of BeautyGram labelled products that are not only exceptional quality, but that also have the potential to support fair trade initiatives and that support causes that help women. A portion of the budget to achieve these key objectives is identified in the last row of the table included in item 2.5.

BeautyGram Inc. has the potential to become a global brand. However, providing online ordering capacity for unique, customized gifts with local themes and products for women around the world requires proper systems and infrastructure. The Company has received inquiries from different parts of the world to license the brand (Dubai being one example), and as the company continues to stay innovative and build international awareness as the “go to” gift for women, it could become an attractive acquisition for an international company such as FTD or Hallmark.

2.5 Short Term Objectives and How We Intend to Achieve Them

The Company will create a strong online social media marketing plan using hashtags, giveaways and video/picture tagging to create awareness and drive sales. This will also help build the Company’s customer community. “Guerilla” marketing in high traffic and density areas with the company’s pink Smart Car will also bring awareness to the company in a low-cost manner. The Company also intends to participate in select franchising trade shows to grow brand awareness.

One of the six-month goals of the growth plan is to make the systems and processes more efficient by offering 70% of BeautyGram contents as a private label line and incorporating only 30% of third party supplier products. The end goal is to have a complete BeautyGram-branded line of goods. The Company needs to scope out the territories and sales people that are the best candidates to facilitate successful growth, and to nurture those prospects so they are excited to be a part of a growing community.

By end of year one, the Company intends to successfully launch six franchises or license sales for six territories. The franchises/licensees will engage the sales representatives, or what the Company refers to as the “Beauty Ambassadors”.

Below are the Company’s objectives for the next 12 months.

What we must do and how we will do it	Target completion date or number of months to complete	Our cost to complete (minimum offering)	Our cost to complete (Maximum Offering)
Systemize processes to enable franchising/licensing, increase functionality of the Company website, improve order to cash processing and inventory management, and increase sales. We will achieve this by hiring more staff or contractors that have experience in website development, sales, and supply chain management.	3 months	\$45,000	\$75,000
Develop marketing collateral, campaigns and national product push to support franchises or a licensing model. Increase capacity for regional distribution. Develop the contractual and other legal templates to use for licensing or franchising. We will achieve this by contracting for marketing services, and by advertising for, and interviewing, regional sales and supply representatives.	4 months	\$15,000	\$25,000
Scope and create a collection of “BeautyGram” labelled products. This will involve researching the market to determine products that meet specified criteria established by the Company’s Board of Directors.	3-12 months	\$50,000	\$75,000
Training and onboarding franchisees or sales representatives, feedback and launch into other regions where national sales and interest has been growing (e.g. Dubai).	3- 12+ months	\$112,500	\$290,000

2.6 Insufficient Proceeds

The proceeds of the Offering, in addition to funds available from a concurrent offering to accredited investors for Class A Shares, are anticipated to be sufficient to accomplish all of the Company’s proposed objectives barring unforeseen events. However, if unforeseen events take place, there is no assurance that alternative financing will be available or, if available, whether it may be obtained by the Company on reasonable terms.

2.7 Material Agreements

The Company has entered into one agreement, which can be regarded as material to the Company. This agreement is a letter agreement dated January 17, 2014 with Waverley Corporate Financial Services Ltd., pursuant to which Waverly has agreed to act as exclusive advisor and selling agent under the Offering. In exchange for its advisory and agency services, Waverly will be reimbursed for its expenses and will be paid commissions equal to 5.0% of the gross proceeds under the Offering sourced from their website portal (www.SeedUps.ca). The Company has entered into no material contracts other than this agreement.

Item 3: Directors, Management, Promoters and Principal Holders

3.1 Compensation and Securities Held

The following table sets out information about each director, officer and promoter of the Company and each person who directly or indirectly beneficially owns or controls 10% or more of any class of voting securities of the Company (a “principal holder”). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly, beneficially owns or controls more than 50% of the voting rights of the Principal Holder.

Name and municipality of principal residence	Positions held (e.g., director, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by the Company in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of Securities of the Company held prior to completion of minimum offering	Number, type and percentage of Securities of the Company held after completion of maximum offering
Jennifer Ruparell, Calgary AB	President, Director	\$0.00 and \$0.00	600,000 Class A Shares (59%)*	600,000 Class A Shares (39%)*

* Assumes a full capital raise of \$500,000 and the sale of 500,000 Shares, and takes into account 200,000 Shares that are set aside in the Company’s stock option pool.

3.2 Management Experience

The following table discloses the principal occupations of our directors and senior officers over the past five years.

Name	Principal occupation and related experience
Jennifer Ruparell- President and Chief Creative Officer	CVO- Chief Visionary Officer and Founder since 2008. After graduating from Marvel School, where Jennifer received her Diploma in Esthetics, she worked in the beauty industry for almost 10 years, working in spas and retail. Jennifer also studied business and entrepreneurship at Mount Royal University for 2 years, between 2011 -2013. This two-year course provided Jennifer with many of the foundational requirements for running the business of BeautyGram.
Margaret Wright- Project Manager	COM – Chief Office Manager since 2011. With 30 years as an entrepreneur in Calgary, Margaret is an owner and operator of a highly successful jewelry and bullion business, Diverse Equities Inc. Having continuing education in Administrative and Managerial courses from SAIT Polytechnic, Margaret brings structure and execution to the BeautyGram office.
Hayley Bendzik- Marketing Manager	Communications Manager since 2014. Hayley holds a Bachelor of Management from the University of British Columbia. As a consultant for BeautyGram through her company, YYC3, she offers Calgary businesses Customized Communication & Commerce solutions.
Rebecca Stanisc- Community Leader	CMO- Chief Marketing Officer since 2012. Rebecca holds a Bachelor of Arts from the University of Ottawa. She is a Community Engagement Manager, Brand Ambassador and the founder of “A Bit of Momsense”, a daily lifestyle blog.
Stefanie Page- Chief Financial Officer	CFO- Chief Financial Officer since 2013. Certified General Accountants (CGA) designation in June of 2000. An entrepreneur herself, Stefanie founded an online eco-baby retail store from 2011-2013.

The following Advisory Board is also in place:

- Rajen Ruparell- Co-Founder Groupon International and Non-Executive Advisor at Groupon Inc.
- Heather Culbert- Chair of United Way, former chair for the Alberta Cancer.
- Kelly Blackshaw-Founder and head of business development of INLIV Inc.
- Charity Callahan- Director on the Board of CKUA Radio Network, Partner at C4SkunkWorks.

3.3 Penalties, Sanctions and Bankruptcy

There are no penalties or sanctions that have been in effect during the last ten (10) years or any cease trade order that has been in effect for a period of more than 30 consecutive days during the last ten years against a director, senior officer or control person of the Company or against a company of which any of the foregoing was a director, senior officer or control person at the time.

No declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, has been in effect during the last ten (10) years with regard to those individuals or any companies of which any of those individuals was a director, officer or control person.

3.4 Loans

The Company currently has no loans.

3.5 Conflicts of Interest

The Company and its respective associates, affiliates, directors and officers may be, and are permitted to be, engaged in and continue in other businesses in which the Company will not have an interest and which may be competitive with the activities of the Company and, without limitation, the Company's associates, affiliates and their respective directors and officers (including the directors and officers of the Company) may be and are permitted to act as a partner, shareholder, director, officer, joint venture advisor or in any other capacity or role whatsoever of, with or to other entities, including limited partnerships, which may be engaged in all or some of the aspects of the affairs of the Company and may be in competition with the Company. Some or all of the directors and/or officers of the Company: (i) may acquire Class A Shares or Class B Common Shares in the Company, (ii) may act as agents under the Offering and receive commissions and fees; and (iii) may be directors, officers and/or trustees of other entities that may acquire Class A Shares under the Offering, which number of shares so acquired may be significant.

Item 4: Capital Structure

4.1 Share Capital

Description of security	Number authorized to be issued	Number outstanding as at March 3, 2015	Number outstanding after min. offering	Number outstanding after max. offering
Class A shares	Unlimited	820,210	1,070,210*	1,320,210*

* Does not include 200,000 Shares that have been set aside in the Company's stock option pool.

4.2 Long Term Debt

As at the date of this Offering Memorandum, the Company has no long-term debt.

4.3 Prior Sales

During the last 12 months, the Company issued 220,210 Class A common shares, and conducted a stock split from 100 shares to 600,000 shares. The following table represents all of the issuances or sales of shares since incorporation.

Date of issuance	Type of security issued	Number of Securities issued	Price per security	Total funds received
September 29, 2008	Class A Shares	100	\$10.00	\$10
November 30, 2014	Class A Shares	600,000	n/a	Stock split by Company
December 31, 2014	Class A Shares	220,210	\$1.00	\$220,210*

*Represents third party loans converted to equity.

Item 5: Securities Offered

5.1 Terms of Securities

Under this Offering, we are offering up to 500,000 Class A voting Shares, or approximately 33% of the Company at a price of \$1.00 per Share.² The holders of Class A voting Shares are: (i) entitled to receive notice of meetings of the Company and are entitled to one vote; (ii) entitled to receive dividends out of any or all profits or surplus available as and when declared by the Company; and (iii) upon liquidation or dissolution of the Company, shall be entitled to share equally in the equity of the Company after the holders of Class G non-voting preferred shares ("Class G shares") receive the aggregate amount paid for the Class G shares, plus any dividends declared on the Class G shares. The Shares are not convertible into shares of any other class and not redeemable or retractable at the present time, but may be in the future, as determined by the Company's Board of Directors.

² On January 12, 2015, BeautyGram conducted a company valuation exercise through Equidam (www.equidam.com). Based on the information that was inputted for this exercise, Equidam suggested a pre-money (pre-investment) valuation for the Company of \$1.4M, which is based on the average of five different valuations that were conducted using different valuation methods. Thus, the \$1.00 per share offer is based on this valuation, taking into consideration the number of outstanding shares and the amount of equity of the Company to be offered through this Offering.

5.2 Subscription Procedure

Subscribers who wish to purchase Shares will be required to enter into a subscription agreement (“Subscription Agreement”) with the Company by completing and delivering the Subscription Agreement and related documentation to the Company. The Subscription Agreement contains, among other things, representations and warranties require to be made by the Subscriber that it is duly authorized to purchase the Shares, that it is purchasing the Shares for investment and not with a view for resale and as to its corporate status or other qualifications to purchase the Shares on a “private placement” basis. Reference is made to the Subscription Agreement (and related documentation) available on www.seedups.ca, that includes specific representations, warranties and conditions pertaining to the purchase of Shares under the Offering.

The Shares are being offered through the services of Waverley, agent of the Company under the Offering, through its Platform at www.SeedUps.ca using the following procedure:

- i. log in to the Platform at www.SeedUps.ca;
- ii. complete a Waverley Client Application and provide evidence of the Subscriber’s identity and investor qualifications through an online process on the Platform;
- iii. electronically execute the electronic version of the Subscription Agreement found under the “offering documents” section of the Company offering on the Platform;
- iv. electronically execute the electronic version of the Risk Acknowledgement (Form 45-103F3) found under the “offering documents” section of the Company offering on the Platform; and
- v. pay the Subscription Price in respect of the Shares subscribed for by electronically authorizing an automatic bank debit in the amount of the investment as presented on the Platform.

Alternatively, Subscribers who prefer not to subscribe electronically and who prefer to subscribe using a paper subscription may subscribe using the following procedure:

- i. execute a Subscription Agreement;
- ii. execute the Risk Acknowledgement (Form 45-103F3), which is an attachment to the Subscription Agreement;
- iii. pay the Subscription Price in respect of the Shares subscribed for, by way of a cheque, bank draft or money order payable to the Company; and
- iv. deliver all of the foregoing to the Waverley at its office located at The Tribune Building, 200, 118 - 8th Avenue SW, Calgary, Alberta Canada, T2P 1B3.

The Subscription Price will be held in trust until midnight on the second business day after the day on which Waverley receives your executed documents (i), (ii) and (iii) as detailed above, or the closing date, whichever is later. You can cancel your agreement to purchase these Securities (see Item 11 - Two Day Cancellation Right). To do so, you must send a notice to Waverley by midnight on the second business day after you sign the Subscription Agreement to buy the Shares.

The initial closing of this Offering is expected to occur on or about date or such later or earlier date as may be determined by the Company. Other closings may occur subsequent to that date.

Subscriptions for Shares will be received subject to rejection or allotment in whole or in part by the Company and Waverley and the Company and Waverley reserve the right to close the subscription books at any time without notice. A subscription for Shares hereunder is subject to acceptance of a Subscription Agreement by

the Company and compliance with applicable securities laws. The Subscription Agreement referred to herein contains representations and warranties of the Subscriber, which the Company will be relying upon in order to determine the eligibility of the Subscriber.

You should carefully review the terms of the Subscription Agreement for more detailed information concerning the rights and obligations applicable to you and the Company. Execution and delivery of the Subscription Agreement will bind you to the terms thereof, whether executed by you or by an agent on your behalf. **You should consult with your own professional advisors.**

5.3 Distribution

The Securities offered hereunder have not been qualified for distribution in Canada by the filing of a prospectus with any securities commission or other securities regulatory authority. The Securities are being offered pursuant to certain exemptions from registration and prospectus requirements contained in the applicable securities legislation. Such exemptions relieve the Company from provisions under applicable securities legislation requiring the Company to file a prospectus and therefore Subscribers do not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by a securities commission or similar authority.

5.4 Other Jurisdictions

The sale of Securities pursuant to this Offering Memorandum may also be made in other jurisdictions provided that the Subscriber provides to the Company the full particulars of the exemption from the registration and prospectus requirements under applicable securities legislation being relied on and evidence of the Subscriber's qualifications thereunder.

Each Subscriber is urged to consult with his own legal adviser as to the details of the statutory exemption being relied upon and the consequences of purchasing Securities pursuant to such exemption.

At the discretion of the Company, subscriptions that comply with other available exemptions from prospectus requirements under applicable securities legislation may be accepted.

5.5 Release of Subscription Proceeds

Release of the subscription proceeds to the Company is not conditional upon any occurrence.

If you are purchasing more than \$2,000 of the Shares offered by the Company and you live in Alberta, you must qualify as an accredited investor, or meet one of the other exemption criteria as further described and defined by National Instrument 45-106, "Prospectus Exemptions and Registration Requirements". If you are purchasing any Shares of the Company and you live in British Columbia, Quebec or Ontario, you must qualify as an accredited investor or meet one of the other exemption criteria as further described and defined by National Instrument 45-106. In all cases, Waverley must validate that you meet the financial tests associated with your exemption and determine the suitability of your investment in the Shares offered by the Company.

If you believe that you do not meet these investor qualifications or, regardless of your jurisdiction of residence you believe this risky investment is not suitable for your investment risk tolerance, do not purchase these securities.

Item 6: Income Tax Consequences and RRSP Eligibility

6.1 Income Tax Consequences

You should consult your own professional advisers to obtain advice on the tax consequences that apply to you.

6.2 Income Tax Consequences of Material Aspect

There are no material tax consequences associated with the purchase of the securities offered.

6.3 RRSP eligibility

Not all securities are eligible for investment in a registered retirement savings plan (RRSP). You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities.

Item 7: Compensation Paid to Sellers and Finders

The Company has engaged Waverley Corporate Financial Services Ltd. to act as the exclusive advisor and selling agent under the Offering pursuant to an Engagement Agreement dated January 17, 2015 (see Item 2.7 - Material Agreements). Under the Waverley agreement, Waverley will be reimbursed for its expenses and will be paid commissions equal to 5% of the gross proceeds under the Offering sourced from its platform, www.SeedUps.ca.

Item 8: Risk Factors

Distribution

It is likely due to Canada's geography that we may not be able to service some regions due to the high cost to ship materials and/or final products. Significant changes caused by global influences such as fluctuation in fuel and exchange rates could impact COGS and delivery fees.

Our securities are speculative

The purchase of the Shares is highly speculative. You should buy them only if you are able to bear the risk of the entire loss of your investment and have no need for immediate liquidity in your investment. An investment in the Shares should not constitute a major portion of your portfolio. You should consult your own independent advisors as to the tax, business and legal considerations regarding an investment in the Company.

We have no history or a limited history of revenue or profits

There is no guarantee that our business will generate any revenue.

Because there is no market for our securities, you may not be able to sell your securities

You may never be able to sell your Shares and recover any part of your investment, unless the company is able to complete a subsequent public offering or the Company is able to sell itself or assets for cash or merge with a public company.

Value of securities of the company

We determined the price of the Shares based on the valuation report prepared by Equidam referenced in the footnote to Item 5.1. This may not be an accurate representation of the market value of the Company's Shares.

We have limited operating history

We are in the early stage of our business and therefore the business is subject to all risks associated with early stage companies, including startup losses, uncertainty of revenues, markets and profitability, and the need to raise additional funding. There can be no assurance that we will be successful in doing what is required to overcome these risks. No assurance can be given that our business activities will be successful.

We will need to raise additional capital

There is no assurance that our sales will continue to increase or even maintain current levels. Even if we sell all the Shares, we anticipate that we will need additional working capital to significantly expand our operations as part of our strategy to increase operating profits. There is no assurance that we will be able to obtain additional financing on reasonable terms or at all. If we raise additional capital through equity, existing stockholders will experience dilution. If we are unable to raise additional financing when needed, we may be unable to grow or maintain our then current level of business operations.

We may not be able to compete successfully

As the market for our services is new and evolving, it is difficult to predict the size of the market, its future rate of growth, if any, or the level of prices the market will pay for our products and services. There is no assurance that we will be able to compete or capture adequate market share. We will not remain profitable if we cannot compete successfully with other businesses.

We depend on the services of management and key employees, whose knowledge of the business would be difficult to replace

Decisions regarding the management of the Company's affairs will be made exclusively by its officers and directors. Accordingly, you must carefully evaluate the personal experience and business performance of the officers and directors of the Company. Our success may depend substantially on the services of a key employee. Our business may be harmed if we lose her services and we are not able to attract and retain a qualified replacement.

Management of growth

We anticipate rapid growth and plan to capitalize on this growth. Our future operating results will depend on management's ability to manage this anticipated growth, hire and retain qualified employees, properly generate revenues and control expenses. A decline in the growth rate of revenues without a corresponding reduction in expense growth could have a material adverse effect on our business, results of operations, cash flows and financial condition.

We may need to change the manner in which we conduct our business if government regulation increases or changes

Laws and regulations may be adopted in the future that could have a material adverse impact on our business.

Item 9: Reporting Obligations

The Company is not a reporting issuer in any jurisdiction and as such is not subject to most of the continuous reporting obligations imposed on reporting issuers by securities legislation. As a shareholder of the Company you will receive unaudited financial statements annually in accordance with the Alberta *Business Corporations Act*. You will also be given notice of and entitled to attend general meetings of the holders of outstanding common shares of the Company in accordance with the Alberta *Business Corporations Act*.

Item 10: Resale Restrictions

The Securities will be subject to a number of resale restrictions, including a restriction on selling (trading). Until the restriction on selling expires, you will not be able to sell or trade the Securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation. No shares of the Company may be sold, issued or transferred without the majority approval of the Company's Board of Directors.

Unless permitted under securities legislation, you cannot trade the securities before the earlier of the date that is four (4) months and a day after the date the Company becomes a reporting issuer in any province or territory of Canada.

Item 11: Purchaser's Rights

If you purchase these Securities you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

Two Day Cancellation Right

You can cancel your agreement to purchase the securities. To do so, you must send a notice to us by midnight on the second business day after you sign the agreement to buy these securities.

Statutory Rights of Action in the Event of a Misrepresentation

If there is a misrepresentation in this offering memorandum and you are purchasing shares through this offering memorandum, you have a statutory right to sue:

- a) the Company to cancel your agreement to buy these securities, or
- b) for damages against the Company, every person who was a director of the Company at the date of the offering memorandum, and every person who signed the offering memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days from the day of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of 180 days after learning of the misrepresentation or three (3) years after you signed the agreement to purchase the securities.

Purchasers Resident in British Columbia, Ontario and Quebec, and Purchasers in Alberta Purchasing More than \$2,000 of Shares

Purchasers that are resident in British Columbia, Ontario and Quebec, and purchasers in Alberta that purchase more than \$2,000 in Shares, must purchase Shares through the relevant exemptions identified in National Instrument 45-102, must evidence such purchase through the form of Subscription Agreement provided by the Company, and are purchasing such Shares on the basis of the representations made in such Subscription Agreement and not based on the contents of this Offering Memorandum. Your legal recourse against misrepresentations made by Company will be solely based on the representations contained in such Subscription Agreement.

Item 12: Financial Statements

The Company does not have audited financial statements. The following financial statements represent the income and expenses up to the financial year end of December 31, 2013 and the interim financial statements up to and including the ten months ending October 31, 2014.

BEAUTYGRAM INC.

**CONDENSED INTERIM FINANCIAL STATEMENTS
AS AT AND FOR THE 10 MONTHS ENDED OCTOBER 31, 2014**

UNAUDITED

Notice to Reader: These financial statements are prepared in accordance with the financial reporting framework specified in subsection 6(e) of Alberta Securities Commission Blanket Order 45-515, have not been audited and are not derived from audited financial statements.

These financial statements are prepared in accordance with Canadian GAAP applicable to private enterprises, which are Canadian accounting standards for private enterprises in Part II of the CPA Canada Handbook. The recognition, measurement and disclosure requirements of Canadian GAAP applicable to private enterprises differ from those of Canadian GAAP applicable to publicly accountable enterprises, which are International Financial Reporting Standards incorporated into the Handbook.

BEAUTYGRAM INC.
Condensed Interim Balance Sheet
Ten Months Ended October 31, 2014
(Unaudited)

Assets

GST (Net) Due from Receiver General	\$465
Inventory	7,750
Accrued Accounts Receivable	6,000
Incorporation Costs	368
Vehicles (Net)	4,165
Computer Hardware (Net)	1,145
Signage (Net)	550

Total Assets	20,442
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Liabilities and Equity

Bank Overdraft	9,804
Accrued Liabilities & Accounts Payable	7,701
Due to Credit Facilities	26,084
Due to Shareholder	220,060
Due to Diverse Equities	10,000

Total Liabilities	273,649
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Equity

Share capital	100
Retained Earnings	(196,742)
Loss to Date	(56,565)
Total Equity	(253,207)

Total Liabilities and Equity	\$20,442
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Approved on behalf of the Board of Directors

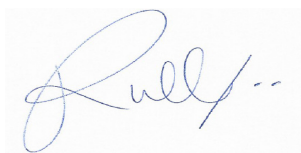


Jennifer Ruparell, President and CEO

The accompanying notes are an integral part of these condensed interim financial statements.

BEAUTYGRAM INC.**Condensed Interim Statement of Profit and Loss****Ten months ended October 31, 2014****(Unaudited)**

Revenue	\$ 37,922
 Cost of Goods Sold	
Product Purchases (net)	18,472
Packaging	1,108
Gross Profit	18,342
 Overhead & Administration	
Advertising, Marketing	11,810
Bank Charges & Service Fees	1,681
Business License/Subscriptions / Memberships	200
Communications - Cell/Internet/Phone	2,089
Courier, Delivery, Office, Postage	8,075
Interest on Loans	33,075
Insurance, Interest Costs	8,988
Legal & Professional, Training Fees	2,185
Travel, Meals & Entertainment	2,962
Vehicle Costs	2,431
Website - Hosting/SEO/Upgrading	1,413
Total Overhead & Administration	74,907
 Net Loss	\$ (56,565)

Approved on behalf of the Board of Directors

Jennifer Ruparell, President and CEO

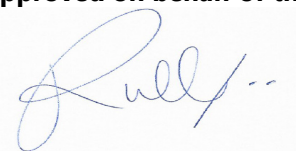
The accompanying notes are an integral part of these condensed interim financial statements

BEAUTYGRAM INC.
Condensed Interim Statement of Cash Flows
Ten months ending October 31, 2014
(Unaudited)

OPERATING ACTIVITIES

Net Loss	\$ (56,564)
Adjustments to reconcile Net Income to Net Cash provided by operations:	
GST Paid	(1,685)
Due from Receiver General - GST	211
Inventory	(4,500)
Other Accrued Receivables	(6,000)
Accounts Payable (A/P)	2,333
GST/HST Payable	1,218
Accrued Liabilities	764
Due to TD Visa	21,482
Due to CIBC VISA	(20,479)
Due to Capital One MC	925
Due to SH - J Ruparell	63,631
Net cash provided by operating activities	15
Net cash increase for period	15
Cash at beginning of period	(9,819)
Cash at end of period	\$ (9,804)

Approved on behalf of the Board of Directors



Jennifer Ruparell, President and CEO

The accompanying notes are an integral part of these condensed interim financial statements.

BEAUTYGRAM INC.
Notes to the Condensed Interim Financial Statements
Ten months ended October 31, 2014
(Unaudited)

1. Incorporation and operations

BeautyGram Inc. ("the Company") was incorporated under the laws of the Province of Alberta on September 29, 2008. The Company offers web-based services that provide the opportunity for users to customize and order unique gift boxes to be delivered to a specified recipient. The financial statements represent the past 10 months of operations, ending October 31, 2014. Higher than normal interest costs were incurred primarily due to accrual and actual interest on loans from the shareholder not previously recorded.

2. Going concern

These financial statements have been prepared on a going concern basis which presumes that the Company will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the normal course of its operations. To date the Company has experienced losses giving rise to an accumulated deficit of \$ (118,043) (combined net loss for both the year ending December 31, 2013 and the ten months ending October 31, 2014). In order to continue operations, the Company must rely on financing from shareholders or revenues from daily Beautygram packages and other offerings. Should the Company not receive the required financing or achieve a profitable level of sales, adjustments to the carrying value of assets and liabilities would be necessary.

Management believes that the going concern assumption is appropriate for these financial statements because the majority shareholder has agreed to continue to fund the Company as required. The Company is also in the process of raising financing pursuant to this Offering Memorandum. The accompanying financial statements do not include any adjustments that might ensue if the Company is unable to continue as a going concern.

3. Significant accounting policies

The financial statements have been prepared in accordance with Canadian accounting standards and overall, Generally Accepted Accounting Principles ("GAAP"), and include the following significant accounting policies:

Cash

Cash includes balances with banks and short-term investments with maturities of three months or less.

Property and equipment

Property and equipment are initially recorded at cost. Amortization is provided using the declining balance method at rates intended to amortize the cost of assets over their estimated useful lives as per Canada Revenue Agency allowances, as follows:

	Rate
Computer equipment and software	30%
Office equipment	20%
Furniture and fixtures	20%

Income taxes

The Company accounts for income taxes using the taxes payable method. Under this method, only current income tax assets and liabilities are recorded to the extent they are unpaid or recoverable. In addition, the benefit relating to a tax loss incurred in the current period and carried back to prior periods is recognized as a current asset. Current income tax assets and liabilities are measured using substantively enacted tax rates and laws expected to apply when the tax liabilities or assets are to be either settled or realized.

Revenue recognition

Revenues will be recognized when orders are placed and funds are received (same or next day) by customers.

BEAUTYGRAM INC.**Notes to the Condensed Interim Financial Statements (cont.)****Ten months ended October 31, 2014****(Unaudited)**

Measurement uncertainty

The preparation of financial statements in conformity with 'GAAP' requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accounts receivable, if any, are stated after evaluation as to their collectability and an appropriate allowance for doubtful accounts is provided where considered necessary. If relevant, amortization is based on the estimated useful lives of property and equipment. These estimates and assumptions are reviewed periodically and, as adjustments become necessary, they are reported in earnings in the years in which they become known.

Long-lived assets

Long-lived assets held for use consist of property and equipment and intangible assets with indefinite useful lives. Long-lived assets held for use are measured and amortized as described in the applicable accounting policies. The Company performs impairment testing on long-lived assets held for use whenever events or changes in circumstances indicate that the carrying value of an asset, or group of assets, may not be recoverable. Impairment losses are recognized when undiscounted future cash flows from its use and disposal are less than the asset's carrying amount. Impairment is measured as the amount by which the asset's carrying value exceeds its fair value. Any impairment is included in earnings for the year. Prices for similar items are used to measure fair value of long-lived assets.

Intangible assets

Intangible assets recognized separately from goodwill and not subject to amortization are recorded at cost, less any provision for permanent impairment. Impairment is tested annually, or more frequently, if events or changes in circumstances indicate that the asset may be impaired. The impairment test consists of a comparison of the carrying value of the Company's intangible assets with their fair value, and any excess is recorded as a charge to net earnings. Fair value of the Company's intangible assets is determined through discounted cash flow analysis.

Financial Instruments

The Company recognizes its financial instruments when the Company becomes party to the contractual provisions of the financial instrument. All financial instruments are initially recorded at their fair value, including financial assets and liabilities originated and issued in a related party transaction with management. Financial assets and liabilities originated and issued in all other related party transactions are initially measured at their carrying or exchange amount in accordance with CICA 3840 *Related Party Transactions* (refer to Note 7). At initial recognition, the Company may irrevocably elect to subsequently measure any financial instrument at fair value. The Company has not made such an election during the year. Transaction costs and financing fees directly attributable to the origination, acquisition, issuance or assumption of financial instruments are added to the carrying amount for those financial instruments subsequently measured at amortized cost or cost. Currently the company does not hold any financial instruments.

Comprehensive income (loss)

Comprehensive income (loss) includes all changes in equity of the Company, except those resulting from investments by owners and distributions to owners. Comprehensive income (loss) is the total of net income (loss) and other comprehensive income (loss). Other comprehensive income (loss) comprises revenues, expenses, gains and losses that, in accordance with Canadian generally accepted accounting principles, require recognition, but are excluded from net income (loss). The Company does not have any items giving rise to other comprehensive income, nor is there any accumulated balance of other comprehensive income. All gains and losses, including those arising from measurement of all financial instruments have been recognized in net income for the period.

BEAUTYGRAM INC.**Notes to the Condensed Interim Financial Statements (cont.)****Ten months ended October 31, 2014****(Unaudited)****4. Property and equipment**

	October 31, 2014
Computer equipment (Net)	\$ 1,145
Vehicles (Net)	\$ 4,165
Signage	\$ 550

5. Intangible assets

	October 31, 2014
Incorporation costs – indefinite life	\$ 368

6. Share capital**Authorized:****Common shares**

Unlimited number of Class A voting common shares without par value

Unlimited number of Class B voting common shares without par value

Unlimited number of Class C non-voting common shares without par value

Unlimited number of Class D non-voting common shares without par value

Unlimited number of Class E non-voting common shares without par value

Unlimited number of Class F non-voting common shares without par value

Preferred shares

Unlimited number of Class G non-voting preferred shares

	October 31, 2014
Issued	
100 Class A voting common shares	\$10.00

7. Advances from related parties and interest

During the period, the Company received funds from a third party. The Corporation has applied an interest rate of 5% on outstanding funds at the end of each period, also due and payable. To date the interest for prior years was not recorded and thus the interest expense for 2014 is higher than normal.

8. Capital management

The Company sets the amount of capital in proportion to risk and manages the capital structure and makes adjustments to it in light of changes to economic conditions and the risk characteristics of the underlying assets. The Company is not subject to any externally imposed capital requirements.

9. Financial instruments

The Company, as part of its operations, carries a number of financial instruments. It is management's opinion that the Company is not exposed to significant interest rate, currency, credit, liquidity or other price risks arising from these financial instruments. The fair value of these financial instruments approximate their carrying values, unless otherwise noted due to the short term nature of the financial instruments.

10. Subsequent events

Subsequent to October 31, 2014, the Company conducted a stock split on November 30, 2014 (1 share to 600 shares), and issued 220,210 Class A common voting shares to Pratik Ruparell in exchange for the value of debt (principal, plus interest calculated at 5% per annum), at a value of \$1.00 per Class A common voting share.

BEAUTYGRAM INC.

**CONDENSED INTERIM FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

UNAUDITED

Notice to Reader: These financial statements are prepared in accordance with the financial reporting framework specified in subsection 6(e) of Alberta Securities Commission Blanket Order 45-515, have not been audited and are not derived from audited financial statements.

These financial statements are prepared in accordance with Canadian GAAP applicable to private enterprises, which are Canadian accounting standards for private enterprises in Part II of the CPA Canada Handbook. The recognition, measurement and disclosure requirements of Canadian GAAP applicable to private enterprises differ from those of Canadian GAAP applicable to publicly accountable enterprises, which are International Financial Reporting Standards incorporated into the Handbook.

BEAUTYGRAM INC.
Condensed Interim Balance Sheet
For the Year ended December 31, 2013
(Unaudited)

Assets

GST (Net) Due from Receiver General	\$ 209
Inventory	3,250
Incorporation Costs	368
Vehicles (Net)	4,165
Computer Hardware (Net)	1,145
Signage	550

Total Assets	\$ 9,687
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Liabilities and Equity

Bank Overdraft (Net)	9,820
Accrued Liabilities & Accounts Payable	4,604
ATB Financial Loan	1,321
Due to Credit Facilities	24,113

Due to Shareholder	156,428
Due to Diverse Equities	10,000

Total Liabilities	206,286
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Equity	
Share capital	100
Retained Earnings	(135,221)
Loss to Date	(61,478)
Total Equity	(196,599)

Total Liabilities and Equity	\$ 9,687
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Approved on behalf of the Board of Directors



Jennifer Ruparell, President and CEO

The accompanying notes are an integral part of these condensed interim financial statements.

BEAUTYGRAM INC.
Condensed Interim Statement of Profit and Loss
For the Year Ended December 31, 2013
(Unaudited)

Revenue	\$ 32,383
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Cost of Goods Sold

Product Purchases (net)	26,821
Packaging	5,229

Gross Profit

333

Overhead & Administration

Advertising, Marketing	13,946
Bank Charges & Service Fees	2,026
Business License/Subscriptions / Memberships	507
Communications - Cell/Internet/Phone	2,184
Consulting Fees	10,000
Courier, Delivery, Office, Postage	9,359
Insurance, Interest Costs	8,604
Legal & Professional, Training Fees	4,245
Travel, Meals & Entertainment	5,837
Vehicle Costs	2,136
Website - Hosting/SEO/Upgrading	2,967
Total Overhead & Administration	61,811

Net Loss

\$ (61,478)

Approved on behalf of the Board of Directors



Jennifer Ruparell, President and CEO

The accompanying notes are an integral part of these condensed interim financial statements.

BEAUTYGRAM INC.
Condensed Interim Statement of Cash Flows
For the Year ended December 31, 2013
(Unaudited)

OPERATING ACTIVITIES

Net Loss	\$ (61,478)
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1050 Due from Receiver General - GST	211
1200 Inventory	(3,250)
1500 Fixed Assets (Net)	6,253
2000 Accounts Payable (A/P)	2,601
2250 Accrued Liabilities	2,003
2750 Due to CIBC VISA	20,478
2751 Due to Capital One MC	3,634
2755 ATB Financial Loan	1,321
2900 Due to SH - J Ruparell	156,428
2950 Due to Diverse Equities	10,000
Net cash provided by operating activities	138,201
Adjustments to reconcile Net Income to Net Cash provided by Investing:	
1500 Fixed Assets (Net)	(12,900)
Adjustments to reconcile Net Income to Net Cash provided by Financing	
3020 Share Capital	100
3050 Retained Earnings	(135,221)
Net cash increase for period	(9,820)
Cash at end of period	\$ (9,820)

Approved on behalf of the Board of Directors



Jennifer Ruparell, President and CEO

The accompanying notes are an integral part of these condensed interim financial statements.

BEAUTYGRAM INC.
Notes to the Condensed Interim Financial Statements
For the Year ended December 31, 2013
(Unaudited)

1. Incorporation and operations

BeautyGram Inc. ("the Company") was incorporated under the laws of the Province of Alberta on September 29, 2008. The Company offers web-based services that provide the opportunity for users to customize and order unique gift boxes to be delivered to a specified recipient. The year end of December 31, 2013 reflects 12 months of operations. The company experienced slow but steady growth and as a result, incurred additional costs in the advertising and promotional areas.

2. Going concern

These financial statements have been prepared on a going concern basis which presumes that the Company will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the normal course of its operations. To date the Company has experienced losses of \$ 61,478 for the 12 months ending December 31, 2013. In order to continue operations, the Company must rely on financing from shareholders or revenues from daily Beautygram packages and other offerings. Should the Company not receive the required financing or achieve a profitable level of sales, adjustments to the carrying value of assets and liabilities would be necessary.

Management believes that the going concern assumption is appropriate for these financial statements because the majority shareholder has agreed to continue to fund the Company as required. The Company is also in the process of raising financing pursuant to this Offering Memorandum. The accompanying financial statements do not include any adjustments that might ensue if the Company is unable to continue as a going concern.

3. Significant accounting policies

The financial statements have been prepared in accordance with Canadian accounting standards and overall, Generally Accepted Accounting Principles ("GAAP"), and include the following significant accounting policies:

Cash

Cash includes balances with banks and short-term investments with maturities of three months or less.

Property and equipment

Property and equipment are initially recorded at cost. Amortization is provided using the declining balance method at rates intended to amortize the cost of assets over their estimated useful lives as per Canada Revenue Agency allowances, as follows:

	Rate
Computer equipment and software	30%
Office equipment	20%
Furniture and fixtures	20%

Income taxes

The Company accounts for income taxes using the taxes payable method. Under this method, only current income tax assets and liabilities are recorded to the extent they are unpaid or recoverable. In addition, the benefit relating to a tax loss incurred in the current period and carried back to prior periods is recognized as a current asset. Current income tax assets and liabilities are measured using substantively enacted tax rates and laws expected to apply when the tax liabilities or assets are to be either settled or realized.

Revenue recognition

Revenues will be recognized when orders are placed and funds are received (same or next day) by customers.

BEAUTYGRAM INC.**Notes to the Condensed Interim Financial Statements (cont.)****For the Year ended December 31, 2013****(Unaudited)**

Measurement uncertainty

The preparation of financial statements in conformity with 'GAAP' requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accounts receivable, if any, are stated after evaluation as to their collectability and an appropriate allowance for doubtful accounts is provided where considered necessary. If relevant, amortization is based on the estimated useful lives of property and equipment. These estimates and assumptions are reviewed periodically and, as adjustments become necessary, they are reported in earnings in the years in which they become known.

Long-lived assets

Long-lived assets held for use consist of property and equipment and intangible assets with indefinite useful lives. Long-lived assets held for use are measured and amortized as described in the applicable accounting policies. The Company performs impairment testing on long-lived assets held for use whenever events or changes in circumstances indicate that the carrying value of an asset, or group of assets, may not be recoverable. Impairment losses are recognized when undiscounted future cash flows from its use and disposal are less than the asset's carrying amount. Impairment is measured as the amount by which the asset's carrying value exceeds its fair value. Any impairment is included in earnings for the year. Prices for similar items are used to measure fair value of long-lived assets.

Intangible assets

Intangible assets recognized separately from goodwill and not subject to amortization are recorded at cost, less any provision for permanent impairment. Impairment is tested annually, or more frequently, if events or changes in circumstances indicate that the asset may be impaired. The impairment test consists of a comparison of the carrying value of the Company's intangible assets with their fair value, and any excess is recorded as a charge to net earnings. Fair value of the Company's intangible assets is determined through discounted cash flow analysis.

Financial Instruments

The Company recognizes its financial instruments when the Company becomes party to the contractual provisions of the financial instrument. All financial instruments are initially recorded at their fair value, including financial assets and liabilities originated and issued in a related party transaction with management. Financial assets and liabilities originated and issued in all other related party transactions are initially measured at their carrying or exchange amount in accordance with CICA 3840 *Related Party Transactions* (refer to Note 7). At initial recognition, the Company may irrevocably elect to subsequently measure any financial instrument at fair value. The Company has not made such an election during the year. Transaction costs and financing fees directly attributable to the origination, acquisition, issuance or assumption of financial instruments are added to the carrying amount for those financial instruments subsequently measured at amortized cost or cost. Currently the company does not hold any financial instruments.

Comprehensive income (loss)

Comprehensive income (loss) includes all changes in equity of the Company, except those resulting from investments by owners and distributions to owners. Comprehensive income (loss) is the total of net income (loss) and other comprehensive income (loss). Other comprehensive income (loss) comprises revenues, expenses, gains and losses that, in accordance with Canadian generally accepted accounting principles, require recognition, but are excluded from net income (loss). The Company does not have any items giving rise to other comprehensive income, nor is there any accumulated balance of other comprehensive income. All gains and losses, including those arising from measurement of all financial instruments have been recognized in net income for the period.

BEAUTYGRAM INC.
Notes to the Condensed Interim Financial Statements (cont.)
For the Year ended December 31, 2013
(Unaudited)

4. Property and equipment

December 31, 2013

Computer equipment (Net)	\$ 1,145
Vehicles (Net)	\$ 4,165
Signage	\$ 550

5. Intangible assets

December 31, 2013

Incorporation costs – indefinite life	\$ 368
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6. Share capital

Authorized:

Common shares

Unlimited number of Class A voting common shares without par value
Unlimited number of Class B voting common shares without par value
Unlimited number of Class C non-voting common shares without par value
Unlimited number of Class D non-voting common shares without par value
Unlimited number of Class E non-voting common shares without par value
Unlimited number of Class F non-voting common shares without par value

Preferred shares

Unlimited number of Class G non-voting preferred shares

Issued	December 31 2013
100 Class A voting common shares	\$10.00

7. Advances from related parties and interest

During the period, the Company received funds from a third party. The Corporation has not yet paid any interest on these advanced funds.

8. Capital management

The Company sets the amount of capital in proportion to risk and manages the capital structure and makes adjustments to it in light of changes to economic conditions and the risk characteristics of the underlying assets. The Company is not subject to any externally imposed capital requirements.

9. Financial instruments

The Company, as part of its operations, carries a number of financial instruments. It is management's opinion that the Company is not exposed to significant interest rate, currency, credit, liquidity or other price risks arising from these financial instruments. The fair value of these financial instruments approximate their carrying values, unless otherwise noted due to the short term nature of the financial instruments.

Item 13: Date and Certificate

Dated March 3, 2015

This offering memorandum does not contain a misrepresentation.

BeautyGram Inc.

A handwritten signature in blue ink, appearing to read "Ruparell", is displayed on a light gray rectangular background.

By: _____
Jennifer Ruparell, CEO and President

SUBSCRIPTION FOR CLASS A COMMON SHARES OF BEAUTYGRAM INC

TO: BeautyGram Inc. (the “Corporation”)

AND TO: Waverley Corporate Financial Services Ltd. (the “Agent”)

The undersigned (the “Subscriber”) hereby irrevocably subscribes for and agrees to purchase Shares (as defined herein) of the Corporation as set forth below, for the aggregate subscription amount set forth below (the “Aggregate Subscription Amount”), pursuant to an offering memorandum of the Corporation dated March 3, 2015, and upon and subject to the terms and conditions as set forth in this subscription agreement (the “Subscription Agreement”). In addition to this first page of the Subscription must also complete all applicable Schedules attached hereto. The Subscriber acknowledges that the Corporation and the Agent are relying on the Purchaser’s representations, warranties and covenants contained in this Subscription Agreement.

Number of Shares:		Aggregate Subscription Amount:	
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Subscriber’s Name:			
Subscriber’s Signature:			
Subscriber’s Address:			
Subscriber’s Telephone:		Subscriber’s Email Address:	

Register the Shares to Subscriber above or, Register the Shares as set forth below:

Registered Name:		Account reference (if applicable):	
Registered Address:			

Deliver the Shares to Subscriber above or, Deliver Shares as set forth below:

Name:		Account reference (if applicable):	
Contact Name & Delivery Address:			

NOTICE: By executing this Subscription Agreement, you are consenting to the collection, use and disclosure of personal information in the manner described in this Subscription Agreement, including without limitation in the Privacy Notice set forth in this Subscription Agreement.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

Date: _____

BeautyGram Inc

By: _____

Subscription No:

This is the first page of an agreement consisting of twelve (12) pages.

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY

Please make sure that your subscription includes:

- (a) a completed and duly signed copy of the face page of this Subscription Agreement; and
- (b) a completed and duly signed copy of the Risk Acknowledgement Form 45-106F4 attached as Schedule “A”; and
- (c) a certified cheque, bank draft, authorized bank debit as executed on www.SeedUps.ca or other such acceptable funds transfer made payable to the Corporation on or before the Closing Date (or such other date as the Corporation may advise) in same day freely transferable Canadian funds at par representing the aggregate subscription amount payable by you for the Shares you are purchasing under this Subscription Agreement.

If aggregate subscription amount is paid by certified cheque or bank draft, deliver to:

Waverley Corporate Financial Services Ltd.
The Tribune Building
200, 118 8 Avenue SW
Calgary, AB T2P 1B3

Attn: Settlement Services

TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES OF BEAUTYGRAM INC

Definitions. In this Subscription Agreement:

- (a) **"Company"** or the **"Corporation"** means BeautyGram Inc.
- (b) **"Aggregate Subscription Amount"** means the aggregate dollar amount of the subscription under this Subscription Agreement;
- (c) **"Closing Date"** means a date on which Shares are issued by the Corporation pursuant to the Offering Memorandum;
- (d) **"EMD"** means an exempt market dealer as prescribed in NI 31-103;
- (e) **"NI 31-103"** means National Instrument 31-103 – Registration Requirements and Exemptions;
- (f) **"Offering"** means the offering of the Shares pursuant to the Offering Memorandum;
- (g) **"Offering Memorandum"** means the confidential offering memorandum of the Corporation dated September 1, 2014, including any amendments thereto;
- (h) **"Selling Agents"** means agents registered as EMDs, or otherwise permitted by Shares rules and regulations to sell the Shares pursuant to the Offering, and retained by the Corporation to help effect the sales of Shares; and
- (i) **"Shares"** means those Common Shares issued by the Corporation pursuant to the Offering.

Terms of the Offering

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription agreement is subject to rejection or acceptance by the Corporation, in whole or in part, and is effective only upon the acceptance by the Corporation.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Corporation has engaged Selling Agents to effect sales of the Shares. Selling Agents will be paid aggregate fees and commissions of up to five percent (5%) of any Aggregate Subscription Amount realized on the Shares sold by such Selling Agent. Payment of the commission will be made by the Corporation. The Shares subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of up to \$500,000.

Representations, Warranties and Covenants by Corporation

3. The Corporation represents, warrants and covenants to the Subscriber and the Agent that, as of the date given above and at the Closing:
 - (a) the Corporation is validly subsisting under the laws of the province of Alberta and is qualified to carry on business in the province of Alberta;
 - (b) the Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Shares to the Subscriber, and this Subscription Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms;
 - (c) the execution and delivery of, and the performance of the terms of, this Subscription Agreement by the Corporation, including the issue of the Shares, does not and will not constitute a breach of or default under the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound;
 - (d) has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business, including all applicable securities laws (except when the failure to do so would not have a material adverse effect) and it possesses all material certificates, authorities, permits or licences issued by the appropriate provincial, municipal, federal or other governmental or regulatory agency or body necessary to carry on the business currently as carried on, or contemplated to be carried on, by it, is in compliance in all material respects with those certificates, authorities, permits and licences and with all laws, regulations, tariffs, rules, orders and directives material to its operations. The Corporation has not received any notice relating to the revocation or modification of, or intent to revoke or modify, any such certificates, authorities, permits, licences which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would materially and adversely affect the conduct of its business, operations, financial condition or income;
 - (e) the Corporation has complied or will comply with all applicable corporate and securities laws in connection with the offer and sale of the Shares; upon acceptance by the Corporation, this Subscription Agreement shall constitute a binding obligation of the Corporation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the general principles of equity including the fact that specific performance is available only in the discretion of the court;
 - (f) there is not, and will not be until the Closing Time, any material change, as defined in the Securities Legislation, relating to the Fund, relating to any of the Class "A" Units which has not been or will not be fully disclosed to the Subscriber;
 - (g) the Corporation is not a party to any actions, suits or proceedings which could materially adversely affect its business or financial condition, and to the best of the Corporation's knowledge, no such actions, suits or proceedings are contemplated or have been threatened; there are no judgments against the Corporation, which are unsatisfied, nor is the Corporation subject to any consent decrees or injunctions;
 - (h) no order prohibiting the sale of the Fund's securities has been issued to and is outstanding against the Corporation or its directors, officers or promoters and no investigations or proceedings for that purpose are pending or threatened;
 - (i) the Corporation has filed all federal, provincial, local and foreign tax returns which are required to be filed, and have paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for assessments, fines and penalties which are currently being contested in good faith; and

- (j) the Corporation will pay the Agent's fees and commissions (as the case may be) as agreed from time to time between the Agent and the Corporation.

Representations, Warranties and Covenants by Subscriber

4. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is acting) represents, warrants and covenants to the Corporation, the Agent and their respective counsel (and acknowledges that the Corporation, the Agent and their respective counsel, are relying thereon), both at the date hereof and at the Closing Date (as defined herein) that:

- (a) the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;
- (b) this Subscription Agreement has been duly and validly authorized and executed, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber;
 - (i) the Subscriber is resident in or otherwise subject to the applicable securities laws of Alberta is purchasing the Shares as principal for its own account and not for the benefit of any other person and it has received or been provided with a copy of the Offering Memorandum and has duly completed and executed the Risk Acknowledgement in the form attached hereto as Schedule "A".
- (c) the Subscriber has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Shares:
 - (i) is capable of assessing the proposed investment in the Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation; and
 - (ii) is able to bear the economic risk of loss of its investment in the Shares;
- (d) the Subscriber understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Shares;
- (e) the Subscriber acknowledges that no prospectus has been filed by the Corporation with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Shares and the issuance is exempted from the prospectus requirements available under the provisions of applicable securities laws and as a result:
 - (i) the Subscriber may be restricted from using some of the civil remedies otherwise available under applicable securities laws;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities laws;
- (f) the Subscriber confirms that neither the Corporation or any of its representative Directors, employees, Officers or affiliates, have made any representations (written or oral) to the Subscriber:
 - (i) regarding the future value of the Shares;
 - (ii) that any person will resell or repurchase the Shares;
 - (iii) that the Shares will be listed on any stock exchange or traded on any market; or
 - (iv) that any person will refund the purchase price of the Shares other than as provided in this Subscription Agreement;
- (g) the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Shares as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Shares, and the resale restrictions and "hold periods" to which the Shares are or may be subject under applicable securities legislation or stock exchange

rules, and has not relied upon any statements made by or purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, and resale restrictions;

- (h) except for the Subscriber's knowledge regarding its subscription for Shares hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the Securities Act (Alberta) in the affairs of the Corporation that has not been generally disclosed;
- (i) the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the "Subscriber's Address" and the purchase by and sale to the Subscriber of the Shares, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;
- (j) the Subscriber understands that it will not resell the Shares except in accordance with limited exemptions available under applicable securities legislation, regulatory policy and stock exchange rules, and that the Subscriber is solely responsible for (and the Corporation is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions;
- (k) the Subscriber acknowledges that it is aware that there is no market upon which the Shares trade and there is no assurance that any of the Shares will be listed and posted for trading on a stock exchange or dealer network in the future;
- (l) the Subscriber understands that the sale of the Shares is conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus, and the requirement to sell securities through a registered dealer, or upon the issuance of such orders, consents or approvals as may be required to enable such sale to be made without complying with such requirements, and that as a consequence of acquiring the Shares pursuant to such exemptions, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages in the event of a misrepresentation may not be available to the Subscriber in connection with the purchase and sale of the Shares;
- (m) the Subscriber understands that any certificates representing the Shares will bear a legend indicating that the resale of such securities is restricted;
- (n) the Subscriber is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Shares for the account or benefit of a U.S. Person or a person in the United States;
- (o) the Shares have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Shares and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (p) the Subscriber undertakes and agrees that it will not offer or sell any of the Shares in the United States unless such Securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available;
- (q) the Subscriber acknowledges that, in addition to any other requirements under applicable securities legislation to which a disposition of any of the Shares by the Subscriber may be subject, the Subscriber may, depending on the nature of the disposition, be required to file a report of exempt trade within 10 days of a disposition by the Subscriber of the Shares;
- (r) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Shares;
- (s) except as disclosed in writing to the Corporation, the Subscriber does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;
- (t) the Subscriber is not a "control person" of the Corporation, as that term is defined in the Securities Act (Alberta), will not become a "control person" of the Corporation by purchasing the number of Shares subscribed for under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;

- (u) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation 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 Corporation 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 PCMLA. To the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber: (A) 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 (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
- (v) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development. There is no assurance that such financing will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on current shareholders or security holders, including the Subscriber;
- (w) the Subscriber acknowledges that an investment in the Shares is subject to a number of risk factors, including those described in the Offering Memorandum. In particular, the Subscriber acknowledges that the Corporation is not a reporting issuer in any province of Canada and, as such, the applicable hold period may never expire. Accordingly, there is currently no market for any of the Shares and one may never develop. It may be difficult or even impossible for a Subscriber to sell any of the Shares. Resale of such Shares will require the availability of exemptions from the prospectus requirements of applicable securities legislation, or the application for a discretionary order of the securities commission or similar regulatory authority in the subscriber's province of residence permitting the trade. The Subscriber covenants and agrees to comply with relevant securities legislation, orders or policies concerning the purchase, holding of, and resale of the Shares;
- (x) legal counsel retained by the Corporation is acting as legal counsel for the Corporation and not as legal counsel to the Subscriber and is not protecting the rights or interest of the Subscriber;
- (y) the Shares have been sold to the Subscriber by a registered EMD in good standing with the applicable securities commission(s) and the Subscriber further acknowledges and agrees that the Corporation is not a registered EMD.

Authorization of Selling Agent

5. The Subscriber irrevocably covenants and agrees that such agents as are appointed by the Corporation shall act as the Corporation's representative on the Closing Date and the Corporation hereby appoints the Selling Agent with full power of substitution as its true and lawful attorney with full power and authority in the Corporation's place and stead to provide this Subscription Agreement to the Subscriber, along with all other information and documentation to be provided to the Subscriber in connection with the subscription for Shares of the Corporation.

6. The Selling Agent and/or its directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any such publicly available information concerning the Corporation or as to whether all information that is required to be disclosed by the Corporation or filed, has been so disclosed or filed.

7. The Selling Agent and the Corporation are relying on the representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the Shares under applicable securities laws and the Subscriber agrees to indemnify and save harmless the Selling Agent, legal counsel and the Corporation against any losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of their reliance thereon.

8. The Subscriber understands and agrees that in connection with the issue and sale of the Shares pursuant to this Offering, the Selling Agent will receive on the Closing Date from the Corporation, a commission of up to five percent (5%) of the Aggregate Subscription Amount realized on the sale of the Shares, plus certain fees and expenses of the Selling Agent, plus applicable taxes in connection with the sale of the Shares.

Anti-Spam Legislation, Communication and Shareholder Meetings

9. The Subscriber acknowledges that pursuant to anti-spam legislation that may be in force in the province or territory in which the purchaser is resident, the implied or express consent of the purchaser may be required to receive commercial electronic messages from the Corporation, and the purchaser hereby consents to the receipt of e-mail, or any other form of commercial electronic message, from the

Corporation or any of its designated affiliates, for the purposes of general communication with the purchaser, or for any other purpose as communicated by the Corporation, including, but not limited to, purposes that relate to meetings of shareholders of the Corporation ("Meetings"). The Subscriber hereby nominates, constitutes and appoints the Secretary of the Corporation, as a true and lawful attorney and proxy of the Subscriber with full power and substitution to attend and vote in respect of all Shares held by the Subscriber at any Meetings at which the Subscriber is entitled to vote, and any adjournment(s) thereof, unless and until the Subscriber is present in person or by executed proxy at such Meetings or any adjournment(s) thereof. If Subscriber is not present in person or does not submit an executed proxy in the form and manner required for such Meetings or any adjournment(s) thereof, the Secretary of the Corporation, as true and lawful attorney and proxy for the Subscriber, shall vote the Subscriber's Shares in the manner recommended by the Corporation's Board of Directors, and shall include in the scrutineer's report for such Meeting (or adjournment(s) thereof) the Subscriber's Shares in the total shareholdings that are represented at such Meeting. Subscriber hereby confirms and acknowledges that any e-mail address provided by Subscriber to the Corporation is a valid e-mail address that may be used for correspondence contemplated by this Subscription Agreement, and it is the responsibility of the Subscriber to notify the Corporation of any change in such e-mail address.

Timeliness of Representations, etc.

10. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Shares and any subsequent disposition by the Subscriber of any of the securities.

Indemnity

11. The Subscriber acknowledges that the Corporation, the Selling Agent and their respective counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Shares) to purchase Shares under the Offering, and hereby agrees to indemnify the Corporation and the Selling Agent, and their respective directors, officers, employees, advisers, affiliates, shareholders and agents (including their respective legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation at 1500-885 West Georgia Street, Vancouver, BC V6C 3E8, of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time (as defined herein).

Consent to Collection of Personal Information

12. The Subscriber acknowledges that the Subscriber has provided, in this Subscription Agreement, to the Corporation information (the "Personal Information") of a personal nature that may or may not be protected under applicable privacy legislation. This information is being collected, used and may be disclosed by the Corporation for the following purposes (the "Purposes"):

- (a) in order to complete the Offering;
- (b) to be kept in the corporate records of the Corporation, on its Securities registers and Shareholder lists, maintained by the Corporation and/or the Corporation's transfer agent;
- (c) to be disclosed to securities/tax regulatory authorities or other government bodies as required and in accordance with applicable securities laws and tax laws;
- (d) as long as the Subscriber is a security holder of the Corporation, to be disclosed to other third parties held to an obligation of confidentiality to the Corporation such as its legal counsel, its accountants, transfer agent, securities depository, or any other entity for: (i) the purpose of sending consolidated financial statements and other disclosure documentation required to be sent by law to the Shareholders of the Corporation, and/or (ii) in the context of a proposed merger, business combination, acquisition, takeover bid or such other major transaction involving the Corporation and such other third party; and
- (e) to enforce the obligations contemplated by this Subscription Agreement.

The Subscriber hereby consents to the collection, use and disclosure by the Corporation of the Personal Information for the Purposes.

13. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. The Subscriber's personal information may be disclosed by the Corporation or its counsel to: (a) stock exchanges, securities commissions or

securities regulatory authorities; (b) the Corporation's registrar and transfer agent; (c) taxation authorities; (d) any of the other parties involved in the offering, including legal counsel. By executing this Subscription Agreement the Subscriber is deemed to be authorizing and consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Subscriber's personal information as set forth above. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange, securities commission or securities regulatory authority in connection with the transactions contemplated hereby.

Partial Acceptance or Rejection

14. The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Shares as set forth in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Shares subscribed for under this Subscription Agreement.

15. Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional upon among other things, the sale of the Shares to the Subscriber being exempt from any prospectus requirements of applicable securities laws. The Corporation will be deemed to have accepted this Subscription Agreement upon the delivery on the Closing Date of the certificates representing the Shares to the Subscriber or upon the direction of the Subscriber in accordance with the provisions hereof.

16. If this Subscription Agreement is rejected in whole, any certified cheque(s) or bank draft(s) delivered by the Subscriber to the Corporation on account of the Aggregate Subscription Amount for the Shares subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Corporation exceeds the subscription price of the number of Shares sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement, will be promptly delivered to the Subscriber without interest.

Time and Place of Closing

17. The sale of the Shares will be completed at the head office of the Corporation, located at Suite 200, 222-16th Avenue North East Calgary, Alberta T2E 1J8, at 10:00 a.m. (Alberta time) or such other time as the Corporation may determine (the "Closing Time") on the Closing Date. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur after the initial closing.

Subject to Regulatory Approval

18. The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.

No Partnership

19. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscriber and the Corporation.

Governing Law

20. The contract arising out of acceptance of this Subscription Agreement by the Corporation shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

Time is of the Essence

21. Time shall be of the essence of this Subscription Agreement.

Entire Agreement

22. This Subscription Agreement represents 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.

Facsimile, Portable Document Format Copies or Electronic Signature

23. The Corporation shall be entitled to rely on delivery of a facsimile, portable document format or electronic signed copy of executed subscriptions, and acceptance by the Corporation of such facsimile or portable document format subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

Counterpart

24. This Subscription Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Severability

25. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

Survival

26. The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Interpretation

27. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, all references to money amounts are to Canadian dollars.

Amendment

28. Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

Costs

29. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Shares to the Subscriber shall be borne by the Subscriber.

Withdrawal

30. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

Assignment

31. Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.

Further Documents

32. The Subscriber agrees to deliver such documentation as may be reasonably requested and required by the Selling Agent.

Language

33. The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Shares be drawn up in the English language only.

Privacy Notice

34. This Subscription Agreement and the Exhibits hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the eligibility of the Subscriber to purchase the Common Shares under applicable securities legislation, preparing

and registering certificates representing the Common Shares to be issued hereunder and completing filings required under applicable securities legislation, regulations, rules, policies or orders or by any stock exchange or securities regulatory authority or taxation authority.

In addition, such personal information may be used or disclosed by the Corporation for the purpose of administering the Corporation's relationship with the Subscriber. For example, such personal information may be used by the Corporation to communicate with the Subscriber (such as by providing annual or quarterly reports), to prepare tax filings and forms or to comply with its obligations under taxation, securities and other laws (such as maintaining a list of holders of Shares).

Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to applicable securities legislation and this personal information is also being collected for the purpose of administration and enforcement of applicable securities legislation.

In connection with the foregoing, the personal information of the Subscriber, may be disclosed by the Corporation to: (i) stock exchanges or securities regulatory or taxation authorities; (ii) the Corporation's registrar and transfer agent; (iii) taxation authorities; (iv) any of the other parties involved in the Offering, including legal counsel; and (v) be included in record books prepared in respect of the Offering.

By executing this Subscription Agreement, the Subscriber hereby consents to the collection, use and disclosure of such personal information. The Subscriber also consents to the filing of copies or originals of any of the documents provided to the Corporation by or on behalf of the Subscriber as may be required to be filed with any stock exchange, securities regulatory authority or taxation authority in relation to the transactions contemplated by this Subscription Agreement.

SCHEDULE "A"

OFFERING MEMORANDUM EXEMPTION

FORM 45-106F4

TO BE COMPLETED BY SUBSCRIBERS RELYING ON THE OFFERING MEMORANDUM EXEMPTION

Risk Acknowledgement

- I acknowledge that this is a risky investment:
- I am investing entirely at my own risk.
- No securities commission has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$_____ in total; this includes any amount I am obliged to pay in future. BeautyGram Inc. will pay \$_____ [amount of fee or commission] of this to Waverley Corporate Financial Services Ltd. as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Keep a copy for your records.

WARNING

You have two business days to cancel your purchase

To do so, send a notice to Waverley Corporate Financial Services Ltd. stating that you want to cancel your purchase. You must send the notice before midnight on the second business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to Waverley at its business address. Keep a copy of the notice for your records.

Waverley Corporate Financial Services Ltd.

The Tribune Building
200, 118 - 8th Avenue SW
Calgary, Alberta Canada, T2P 1B3

Contact: Don McDonald
Fax: (587) 331-5972
Email: dmcdonald@waverleycf.com

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum

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

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

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

ALBERTA SECURITIES COMMISSION

Suite 600, 250 – 5th Street SW.

Calgary, Alberta T2P 0R4

(403) 297-6454

www.albertasecuritiescommission.com

[Instruction: The purchaser and the issuer must each receive a signed copy.]