

Exhibit 10.10

SUBSCRIPTION AGREEMENT

TO: EMPIRE GLOBAL CORP.

RE: PURCHASE OF UNITS OF EMPIRE GLOBAL CORP.

Subject to the terms and conditions contained in this subscription agreement, including the terms and conditions set forth in Schedule "A" hereto, the undersigned (the "Purchaser"), hereby irrevocably subscribes for and agrees to purchase the number of units (the "Units" or the "Purchased Securities") of Empire Global Corp. (the "Corporation") as set forth below at a purchase price of \$5,000 per Unit (the "Purchase Price").

(Name of Purchaser - please print)

By: _____
(Authorized Signature)

(Please print name of individual whose signature appears
above if different than the name of the Purchaser printed above.)

(Subscriber's Address)

Number of Units: _____

Aggregate Purchase Price: \$_____

If the Purchaser is signing as finder for a principal and the Purchaser is not a trust company or a portfolio manager, in either case, purchasing as trustee or finder for accounts fully managed by it, complete the following:

(Name of Principal)

(Telephone Number)

(Fax Number)

(Email Address)

(Principal's Address)

Register the Purchased Securities as set forth below:

(Name)

(Account reference, if applicable)

(Address)

Deliver the Purchased Securities as set forth below:

(Name)

(Account reference, if applicable)

(Contact Name)

(Address)

(Telephone Number)

The Purchased Securities form part of a larger offering of 500 Units by the Corporation (the "Offering") to close on or about December __, 2014 or such other date mutually agreed between the Purchaser and the Corporation (the "Closing Date"). The maximum Offering will result in gross proceeds to the Corporation of \$ _____ on a fully diluted basis.

Each Unit is comprised of a debenture of the Corporation in a principal amount of \$5,000 (the "Debenture") and 500 common share purchase warrants of the Corporation (the "Warrants"). Each Warrant will entitle the holder to acquire one (1) common share of the Corporation within twenty-four (24) months from the Closing Date and each Warrant will have an exercise price of US\$1.00. The form of the Debenture is attached hereto as Schedule "B" and the form of Warrant is attached hereto as Schedule "C".

All dollar amounts referred to in this agreement are in United States dollars unless otherwise noted.

ACCEPTANCE: The Corporation hereby (i) accepts the above subscription subject to the terms and conditions contained in this subscription agreement; and (ii) agrees that the Purchaser shall be entitled to rely on such representations and warranties of the Corporation contained in the subscription agreement.

EMPIRE GLOBAL CORP.

Date: December __, 2014

Per:

Michele Ciavarella, Chief Executive Officer

SCHEDULE "A"

TERMS AND CONDITIONS OF
SUBSCRIPTION FOR UNITS
EMPIRE GLOBAL CORP.

1. Description of Debentures

The debenture forming part of the Purchased Securities (the "Debenture") shall be governed by provisions of the Debenture of the Corporation, the form of which is appended hereto as Schedule "B". The Debentures yield interest at the rate of 24% per annum payable on maturity of the Debentures. The Debentures mature on the earlier of (i) 1 year from the date of issue and (ii) the completion of going public transaction for the Company, at which time all principal and outstanding interest shall be repaid in full by the Company, provided that in any event the minimum interest payment shall be for 3 months. The Debentures are unsecured obligations of the Company and shall rank pari passu with each other.

2. Description of Warrants

The warrants forming part of the Purchased Securities (the "Warrants") shall be governed by the provisions of warrant certificates (the "Warrant Certificates") of the Corporation, the form of which is appended hereto as Schedule "C". Subject to the anti-dilution and other adjustment provisions contained in the Warrant Certificates, each Warrant shall entitle the holder thereof to acquire one common share of the Corporation at any time on or before 5:00 (Toronto time) on the date that is 24 months from the Closing Date (the "Warrant Shares"). Each Warrant will have an exercise price of US\$1.00 as more specifically set out in the Warrant Certificate.

3. Acknowledgments re: Hold Periods and Resale Restrictions

The Purchaser on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, understands and acknowledges the following:

- (a) The Purchased Securities are subject to statutory hold periods or resale restrictions and the Warrants forming part of the Purchased Securities and the Warrant Shares (Warrants and Warrant Shares being collectively referred to herein as the "Underlying Securities") will be subject to statutory hold periods or resale restrictions;
- (b) The Purchaser, and (if applicable) others on whose behalf the Purchaser is contracting hereunder, have been advised to consult their own legal advisers in connection with any applicable statutory hold periods and resale restrictions relating to the Purchased Securities and the Underlying Securities and no representation has been made respecting applicable statutory hold periods or resale restrictions relating to such securities;
- (c) The Certificates representing the Purchased Securities and the Underlying Securities may be endorsed with a legend setting out resale restrictions under applicable securities legislation;
- (d) The Purchaser, and (if applicable) others on whose behalf the Purchaser is contracting hereunder, are solely responsible (and the Corporation is not in any way responsible) for compliance with applicable hold periods and resale restrictions, including without limitation the filing of any documentation and, if applicable, the payment of any fees with any applicable securities regulatory authority, and the Purchaser, and (if applicable) others on whose behalf the Purchaser is contracting hereunder, are aware that the Purchaser, and (if applicable) such

others, may not be able to resell the Purchased Securities or the Underlying Securities, except in accordance with limited exceptions under applicable securities legislation and regulatory policies and the Purchaser and, if applicable, others on whose behalf the Purchaser is contracting hereunder, will not sell, resell or otherwise transfer the

- Purchased Securities or the Underlying Securities, except in compliance with applicable laws; and
- (e) No market currently exists for the Warrants and no liquid market may exist for the Underlying Securities.

4. Delivery and Payment

Unless other arrangements are agreed by the Corporation, the following must be delivered to Beard Winter LLP at 130 Adelaide Street West, Suite 701, Toronto, Ontario, M5H 2K4, not later than 5:00 p.m. (Toronto time) on the day immediately preceding the Closing Date:

- (a) One signed copy of this subscription agreement with the relevant "accredited investor" certification completed in Schedule "D", as applicable;
- (b) The aggregate Purchase Price payable for the Purchased Securities by way of a certified cheque or bank draft payable to "Beard Winter LLP, in trust" or wire transfer of immediately available funds and delivered or transmitted in accordance with the instructions set forth in Schedule "E" attached hereto or such other method of payment as is acceptable to the Corporation; and
- (c) Such other documents as may be required pursuant to terms of this subscription agreement.

5. Closing

This subscription is subject to acceptance by the Corporation, as described below. A Debenture and a Warrant Certificate endorsed by the Corporation representing the Purchased Securities will be available for delivery to the Purchaser in Toronto, Ontario, on the Closing Date against payment of the aggregate Purchase Price for the Purchased Securities.

6. Acceptance Subscription

This subscription may be accepted in whole only and the right is reserved to the Corporation to refuse to accept any subscription. Confirmation of acceptance or rejection of this subscription will be forwarded to the Purchaser promptly after the acceptance or rejection of this subscription by the Corporation. If this subscription is rejected, the Purchaser understands that any certified cheque, bank draft, wire transfer or other method of payment delivered by the Purchaser to Beard Winter LLP in accordance with Schedule "E" hereto representing the Purchase Price will be promptly returned to the Purchaser without interest or deduction.

7. Acknowledgments re: Prospectus Exemptions, etc.

The Purchaser acknowledges and agrees, on its own behalf and (if applicable) on behalf of others for whom the Purchaser is contracting hereunder, that the sale of the Purchased Securities to the Purchaser, or (if applicable) to such others, is conditional upon, among other things, such sale being exempt from the requirement to file a prospectus or deliver an offering memorandum in respect of such sale or upon the issuance of such rulings, orders, consents or approvals as may be required to permit such sale without complying with the requirement to file a prospectus or deliver an offering memorandum.

The Purchaser also acknowledges and agrees, on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, that:

- (i) the Purchaser, and (if applicable) such others have not received, requested or been provided with, nor have any need to receive, a prospectus, offering memorandum, sales or advertising literature or similar disclosure document relating to the Offering and/or the business and affairs of the Corporation and that the decision to enter into this subscription agreement and purchase the Purchased Securities has not been based upon any verbal or written

representation as to fact or otherwise made by or on behalf of the Corporation or any officer, director, employee or agent of the Corporation and that such decision is based entirely upon the form of Debenture attached as Schedule "B" and the form of Warrant Certificate attached as Schedule "C" to this subscription agreement and information set out in this subscription agreement,

- (ii) there has not been any advertisement of the Purchased Securities in printed public media, radio, television or telecommunications, including electronic display such as the Internet; and
- (iii) Beard Winter LLP is acting as counsel to the Corporation and is not acting as counsel to the Purchasers of Purchased Securities.

The Purchaser acknowledges that the Corporation may be required by law to provide applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Purchased Securities and the Purchaser agrees to use its best efforts to comply with such laws, if required.

The Purchaser, on its own behalf and (if applicable on behalf of others for whom the Purchaser is contracting hereunder, understands and acknowledges that: (i) the Purchased Securities have not been nor will be registered under the United States Securities Act of 1933, as amended (the "US Securities Act") nor any applicable state securities laws and may not be offered or sold or re-offered or resold, directly or indirectly, in the United States or to any United States person (as defined in Regulation S under the U.S. Securities Act, a "U.S. Person"), unless such securities have been registered under the U.S. Securities Act, and any applicable state securities laws, or are otherwise exempt from such registration; and (ii) certificates representing the Purchased Securities may bear a legend to such effect.

8. Conditions to Closing

The Purchaser acknowledges and agrees that as the Offering will not be qualified by a prospectus, the Offering is subject to the condition that the Purchaser, or (if applicable) others for whom the Purchaser is contracting hereunder, execute and return to the Corporation, as applicable, all relevant documentation required by applicable securities legislation, regulations, rules and policies.

9. Representations, Warranties and Covenants of the Purchaser

The Purchaser, on its own behalf and (if applicable) on behalf of others for whom the Purchaser is contracting hereunder, represent, warrant and covenant to and with the Corporation (and acknowledges that the Corporation, and its counsel are relying thereon) as follows:

- (a) Jurisdiction of Residence - the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, is resident in the jurisdiction set forth on the first page of this agreement and the purchase by and sale to the Purchaser, or any such beneficial purchaser, of the Purchased Securities is being made in accordance with the applicable securities legislation of such jurisdiction;
- (b) Prospectus Exempt Purchase - Canadian Purchaser - if the Purchaser or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, is resident in a province of Canada or is otherwise subject to the securities laws of a province of Canada, the Purchaser, on its own behalf and (if applicable) on behalf of any such beneficial purchaser makes the representations, warranties and covenants set out in Schedule "D", to this subscription agreement, as applicable, with the Corporation and the Purchaser, and (if applicable) any such beneficial purchaser, may avail itself of one or more of the categories

- of prospectus exempt purchasers listed in Schedule "D";
- (c) Agent Purchasing for Principal(s) - if the Purchaser is acting as agent for one or more beneficial purchasers: (i) each such beneficial purchaser is purchasing as principal for its own account and not for the benefit of any other person; and (ii) each such principal can, and does, make the representations, warranties and covenants set out herein and in Schedule "D" to this subscription agreement as are applicable to such principal by virtue of its jurisdiction of residence or by virtue of it being subject to the applicable securities legislation of such jurisdiction, and (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, acknowledges that such schedule forms part of and is incorporated into this subscription agreement;
- (d) Capacity - (i) if the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, is an individual, the Purchaser, or such beneficial purchaser, as the case may be, has attained the age of majority and is legally competent to execute this subscription agreement and to perform all actions required pursuant hereto; (ii) if the Purchaser, or any beneficial purchaser for whom the Purchaser is acting, is a corporation, partnership, unincorporated association or other entity, the Purchaser, or such beneficial purchaser, as the case may be, has the legal capacity and competence to enter into and be bound by this subscription agreement and to take all actions required pursuant thereto and the Purchaser further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
- (e) Authority - (i) if the Purchaser is acting as agent for one or more beneficial purchasers, the Purchaser is duly authorized to execute and deliver this subscription agreement and all other necessary documentation in connection with such subscription on behalf each such principal and this subscription agreement has been duly authorized, executed and delivered by the Purchaser on behalf of each such principal; and (ii) the entering into of this subscription agreement and the completion of the transactions contemplated herein will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Purchaser or of any beneficial purchaser for whom the Purchaser is acting or of any agreement, written or oral, to which the Purchaser or any beneficial purchaser for whom the Purchaser is acting is a party or by which the Purchaser or such beneficial purchaser is bound;
- (f) Enforceability - this subscription agreement has been duly and validly authorized, executed and delivered by the Purchaser (on its own behalf and, if applicable, on behalf of any beneficial purchaser) and, upon acceptance by the Corporation this subscription agreement will constitute a legal, valid and binding contract of the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is acting, enforceable against the Purchaser, or (if applicable) any such beneficial purchasers, in accordance with its terms;
- (g) Purpose - If the purchaser is not an individual, the Purchaser has not been created solely or primarily to use exemptions from the registration and prospectus exemptions under applicable securities legislation and has a pre-existing purpose other than to use such exemptions;
- (h) No Representation re: Resale, Refund, Future Price or Listing - no person has made any written or oral representation to us:
- (i) That any person will resell or repurchase the Purchased Securities;
- (ii) That any person will refund the Purchaser Price other than as may be provided in this subscription agreement; or
- (iii) Relating to the future price or value of the Purchased Securities;
- (i) Investment Experience - the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, has knowledge and experience with respect to investments of this type and the Purchaser, or (if applicable) any such beneficial purchaser, is capable

- of evaluating the merits and risks thereof and obtaining competent independent business, legal and tax advice regarding this investment;
- (j) **Proceeds of Crime** - The funds representing the subscription amount which will be advanced by the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, 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 Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, acknowledges that the Corporation may in the future be required by law to disclose the Purchaser's, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, name and other information relating to this Subscription Agreement and the Purchaser's, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge (a) no portion of the subscription amount to be provided by the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, (i) has been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) is tendered on behalf of a person or entity who has not been identified to the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder. The Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, shall promptly notify the Corporation if the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and
- (k) **Additional Filings** - The Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, shall execute, deliver, file and otherwise assist the Corporation with filing all documentation required by the applicable securities laws and any other applicable securities legislation to which the Purchaser, or (if applicable) any beneficial purchaser for whom the Purchaser is contracting hereunder, may be subject, within the time limits prescribed to permit the subscription for and issuance of, the Units and thereafter for any subsequent exchange thereof.

The Purchaser acknowledges that the representations, warranties and covenants made by the Purchaser in this Subscription Agreement are made by the Purchaser with the intent that they may be relied upon by the Corporation and its counsel to, among other things, determine the eligibility of the Purchaser, or (if applicable) the eligibility of others on whose behalf the Purchaser is contracting hereunder, to purchase the Purchased Securities under relevant securities legislation including, without limitation, the availability of exemptions from the registration and prospectus requirements of applicable securities legislation in connection with the issuance of the Purchased Securities to the Purchaser. The Purchaser further agrees that by accepting the

Purchased Securities on the Closing Date the Purchaser shall be representing and warranting that such representations, warranties and covenants are true as at the Closing Date, with the same force and effect as if they had been made by the Purchaser on such date.

The Purchaser undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Purchaser or others on whose behalf the Purchaser is contracting set forth herein that takes place prior to Closing.

10. Representations, Warranties and Covenants of the Corporation

The Corporation hereby represents, warrants and covenants to the Purchaser

(and/or to any others on whose behalf the Purchaser is contracting hereunder), that as of the date of this Subscription Agreement and as of the Closing Date:

- (a) The Corporation is a valid and subsisting corporation duly incorporated and in good standing under the laws of its jurisdiction of incorporation;
- (b) The Corporation will reserve and set aside a sufficient number of authorized and unissued Common Shares of the Corporation to issue to the Purchaser the Common Shares issuable in connection with the exercise of the Warrants and such Common Shares will, when issued and delivered upon such exercise, be duly and validly issued as fully paid and non-assessable shares of the Corporation;
- (c) This Subscription Agreement and the Offering have been duly authorized by all necessary corporate action on the part of the Corporation and constitute valid obligations of the Corporation legally binding upon it and enforceable in accordance with its terms;
- (d) The Corporation has all requisite corporate power and authority to carry on its business as now and proposed to be carried on and to own, lease and operate its material properties, business and assets, or the interests therein;
- (e) The Corporation is not a party to any actions, suits or proceedings which could have a material adverse effect on the assets, liabilities, financial condition, business, capital or prospects of the Corporation and, to the best of the Corporation's knowledge, no such actions, suits or proceedings are pending or threatened;
- (f) Immediately prior to the Offering, the Corporation has 18,675,800 issued and outstanding Common Shares. The Corporation has no issued and outstanding options, warrants or other securities convertible into shares of the Corporation.

11. Acknowledgment and Waiver

The Purchaser, on its own behalf and/or on behalf of others for whom the Purchaser is contracting hereunder, has acknowledged that the decision to purchase the Purchased Securities was made solely on the basis of publicly available information. Accordingly, the decision to acquire the Purchased Securities has also been made on the basis of currently available public information.

12. Survival

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the Corporation and the undersigned for a period of two (2) years from the Closing Date notwithstanding the completion of the purchase of the Purchased Securities.

13. Governing Law

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Purchaser, on its own behalf and (if applicable) on behalf of others for whom the Purchaser is contracting hereunder, hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this agreement.

14. Costs

All costs and expenses incurred by the Purchaser (including any fees and disbursements of any counsel retained by the Purchaser) relating to its purchase of the Purchased Securities shall be borne by the Purchaser.

15. Assignment

This Subscription Agreement is not transferable or assignable, in whole or in part, by the Purchaser or (if applicable) by others on whose behalf the Purchaser is contracting hereunder.

16. Entire Agreement and Headings

This Subscription Agreement (including the schedules hereto) contains the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. This agreement may only be amended or modified in any respect by written instrument only. The headings contained herein are for convenience only and shall not effect the meanings or interpretation hereof.

17. Language

The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente convention, ainsi que tous les documents et contrats qui s'y rattachent, directement ou indirectement, soient rédigés en anglais.

18. Time of Essence

Time shall be of the essence of this Subscription Agreement.

19. Currency

All dollar amounts referred to in this Subscription Agreement are in United States dollars.

20. Counterparts and Facsimile Deliveries

This Subscription Agreement may be executed in one or more counterparts, each of which counterparts when executed shall constitute an original and all of which counterparts so executed shall constitute one and the same instrument. The Corporation shall be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, including the completed schedules attached hereto, and acceptance by the Corporation of any such facsimile copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

21. Consent to Collection and Use of Personal Information

The Purchaser acknowledges that this subscription agreement requires the Purchaser to provide certain personal information to the Corporation ("Personal Information"). Such information is being collected by the Corporation for the purposes of completing the proposed issuance of the Units, which includes, without limitation, determining the Purchaser's eligibility to purchase the Units under applicable securities laws, preparing and registering certificates representing the Underlying Securities and completing filings required by the securities commissions, the TSX Venture Exchange and/or other securities regulatory authorities. The Purchaser agrees that the Purchaser's Personal Information may be disclosed by the Corporation to: (a) securities commissions, the TSX Venture Exchange and/or other securities regulatory authorities, (b) the Corporation's registrar and transfer agent, and (c) any of the other parties involved in this subscription, including legal counsel, and may be included in record books in connection with this subscription. In the case of such information is being collected indirectly by them for the purpose of the

administration and enforcement of the applicable securities laws and the Purchaser authorizes the indirect collection of such information by them. In the case of the TSX Venture Exchange, the Personal Information is being collected by them for the purposes of identified by them from time to time. The Purchaser consents to the foregoing collection, use and disclosure of the Purchaser's Personal Information by the securities commissions, the TSX Venture Exchange and/or other securities regulatory authorities. The title, business address and business telephone number of the public official in Ontario who can answer questions about the Ontario Securities Commission's indirect collection of the information is the Administrative Assistant to the Director of Corporate Finance, Telephone (416) 593-8086, Ontario Securities Commission, Suite 1903, Box 5520 Queen Street West, Toronto, Ontario M5H 3S8.

SCHEDULE "B"

DEBENTURE

No. D_____

EMPIRE GLOBAL CORP.

Debenture due December_____, 2016

Holder: _____

Amount: _____

Commencement Date: December_____, 2014

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This Debenture has not been and will not be qualified for under the Securities Act (Ontario) or under applicable securities laws in any other province or territory of Canada, and may not be offered or sold in Canada or to, or for the account or benefit of, a resident of Canada except in certain transactions exempt from the prospectus and registration requirements of applicable securities laws therein. This Debenture has not been registered under the U.S. Securities Act of 1933 or the securities laws of any state of the United States and cannot be offered, sold, pledged or otherwise transferred or assigned in the United States or to a resident of the United States unless an exemption from such registration requirements is available. This Debenture has not been and will not be qualified for sale or registered under the laws of any other jurisdiction and any transferee should refer to the securities laws of any jurisdiction applicable to them.

EMPIRE GLOBAL CORP.
 (incorporated under the laws of the State of Delaware)

No. D _____ \$ _____

Debenture due December_____, 2016

Empire Global Corp. (hereinafter referred to as the "Company"), FOR VALUE RECEIVED, hereby promises to pay to _____ (the "Holder"),

subject to the provisions hereof (the provisions hereof are hereinafter collectively referred to as the "Debenture"), on December_____, 2016, or on such other date as the principal amount hereof may become due in accordance with the provisions of the Debenture, on presentation and surrender of this Debenture, the sum of _____ (USD\$) United States Dollars and, subject to the provisions of this Debenture, to pay interest monthly on the principal amount hereof at the rate of twenty-four (24%) per cent per annum payable on the Maturity Date (as hereinafter defined), which interest shall be payable before as well as after maturity and both before and after default and judgment, with interest on amounts in default at the same rate, all in accordance with the terms and conditions hereof.

ARTICLE 1 - INTERPRETATION

Section 1.1 Definitions.

In this Debenture, unless there is something in the subject matter or context inconsistent therewith:

"Applicable Laws" means the laws applicable to the Company at any relevant time;

"Business Day" means a day on which banks are open for business in Toronto, Ontario other than a Saturday, Sunday or civic or statutory holiday in Toronto, Ontario;

"Commencement Date" means the effective date of original issue of this Debenture, being December_____, 2014;

"Company" means Empire Global Corp. and every Successor Corporation which shall have complied with the provisions of Article 7;

"Company Articles" means the Certificate of Incorporation of the Company and any amendments thereof;

"Corporate Reorganization" means, in respect of a corporation, any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person whether by way of arrangement, reorganization, consolidation, amalgamation, merger, transfer, sale, continuance into any other jurisdiction of incorporation or otherwise;

"Debenture" means this Debenture due December_____, 2016 of the Company;

"Director" means a director of the Company for the time being and "Directors" means the board of directors of the Company or, if duly constituted and whenever duly empowered, the executive committee of the board of directors of the Company for the time being, and reference to action by the directors means action by the directors of the Company as a board or action by the said executive committee as such committee;

"Event of Default" has the meaning attributed thereto in Section 5.01;

"Maturity Date" means the earlier of (i) December_____, 2016 and (ii) the occurrence of a Qualified Liquidity Event;

"Offering" means the offering of 500 Units by the Company to close on or about December ___, 2014 which may result in gross proceeds to the Company of \$_____ with each such unit being comprised of (i) a debenture in a principal amount of \$5,000 in the form of this Debenture and (ii) 500 common share purchase warrants with each warrant entitling the holder to acquire one (1) common share of the company within twenty-four (24) months with an exercise price of US\$1.00;

"Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, estate trustee, or other legal personal representative or other entity howsoever designated or construed;

"Qualified Liquidity Event" means the closing of a financing transaction which results in gross proceeds to the Company of at least \$_____;

"Successor Corporation" means any corporation continuing from and which acquires all or substantially all of the undertaking, property and assets of the Company pursuant to any Corporate Reorganization;

"Transfer Agent" means the law firm of Beard Winter LLP with its office situated at 130 Adelaide Street West, Suite 701, Toronto, Ontario, or such other transfer agent as the Company may, from time to time, appoint with respect to the Debenture by giving written notice to the Holder, as herein provided.

Section 1.2 Interpretation not Affected by Headings, etc.

The division of this Debenture into Articles, sections, subsections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Section 1.3 Deemed Notice of Debenture.

The Holder of this Debenture, and all Persons claiming through or under such Holder, shall be deemed to have notice of, and shall be bound by, the provisions of this Debenture.

Section 1.4 Applicable Law.

This Debenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without reference to any conflicts of law provisions and shall be treated in all respects as an Ontario contract.

Section 1.5 Accounting Terms.

All accounting terms which are not specifically defined herein shall be construed in accordance with United States generally accepted accounting principles consistently applied.

Section 1.6 Day not a Business Day.

If any day on or before which any action is required or permitted to be taken hereunder is not a Business Day, then such action shall be required or permitted to be taken on or before the requisite time on the next succeeding day that is a Business Day.

Section 1.7 Currency.

All references to currency herein are expressed in United States Dollars.

ARTICLE 2 - THE DEBENTURE

Section 2.1 Terms, Form and Denomination of Debenture.

- (a) This Debenture shall be designated as a "Debenture due December_____, 2016".
- (b) The outstanding principal amount of this Debenture shall bear interest from and including the Commencement Date to but excluding the Maturity Date, as applicable, at the rate of twenty-four (24%) per cent per annum payable on the Maturity Date, provided that the minimum amount of interest that shall be due and payable shall be three (3) months interest.

Section 2.2 Certification by Company.

This Debenture shall not be obligatory or entitle the Holder to the benefit hereof until it has been executed by or on behalf of the Company and certified

by the Transfer Agent, and certification by the Transfer Agent of any Debenture shall be conclusive evidence as against the Company that this Debenture so certified has been duly issued and is a valid obligation of the Company and that the Holder is entitled to the benefit hereof.

Section 2.3 Replacement of Debenture.

- (a) In case this Debenture shall be mutilated, defaced, lost, destroyed or stolen, the Company, subject to Applicable Laws, shall issue and the Transfer Agent shall certify and deliver a new Debenture of like date and tenor as the one mutilated, defaced, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such Debenture and in lieu of and in substitution for such mutilated, defaced, lost, destroyed or stolen Debenture, and the new Debenture shall be entitled to the benefit hereof and rank equally in accordance with its terms with all other Debenture.
- (b) Upon the application for the issue of a new Debenture pursuant to this Section 2.3, the Holder shall bear the costs of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issue thereof, provide to the Transfer Agent such evidence of ownership and of the loss, destruction or theft of the Debenture so lost, destroyed or stolen as shall be satisfactory to the Transfer Agent and the Company in their discretion and the Holder may also be required to provide an indemnity in amount and form satisfactory to the Transfer Agent and the Company in their discretion.

Section 2.4 Payment of Principal and Interest.

- (a) The principal and interest of this Debenture will be payable when due in United States Dollars by cheque to the Holder or, at the Holder's option, will be payable by wire transfer to such account and at such location as may be specified by written notice from the Holder to the Company given not less than ten (10) Business Days prior to the date of payment. For greater certainty, any such payment by wire transfer in accordance with the Holder's specifications shall satisfy and fully discharge the Company's obligations in respect thereof.
- (b) Subject to the other provisions herein, if there has been no Qualified Liquidity Event the outstanding principal amount of this Debenture and all accrued interest shall be repaid by cheque or wire transfer on December_____, 2016 against presentation and surrender hereof at the offices of the Transfer Agent in the City of Toronto, Ontario, or as otherwise agreed in writing between the Company and the Holder.

Section 2.5 Ownership of Debenture.

The Person in whose name this Debenture is registered shall for all the purposes of this Debenture be and be deemed to be the owner thereof and payment of or on account of the principal or the interest thereon shall be made, subject to any express provisions hereof to the contrary, only to or upon the order in writing of such Person.

ARTICLE 3 - NO SECURITY

Section 3.1 No Security.

This Debenture is an unsecured obligation of the Company and shall rank pari passu with each of the other debentures issued by the Company as part of the Offering irrespective of the date of issue of such debentures.

ARTICLE 4 - DEFAULT AND ENFORCEMENT

Section 4.1 Events of Default.

Each of the following events is herein sometimes referred to as an "Event of

Default":

- (i) default in the payment of any principal or interest on this Debenture as and when the same shall become due and payable, and continuance of such default for a period of five (5) Business Days after the date on which written notice of such failure, requiring the Company to remedy the same, shall have been given by the Holder;
- (ii) the institution of bankruptcy or insolvency proceedings against the Company, or the institution of proceedings seeking reorganization or winding-up of the Company under the Bankruptcy and Insolvency Act (Canada) or any other bankruptcy, insolvency or analogous laws, or the issuing of sequestration or process of execution against the Company or any substantial part of its property, or the appointment of a receiver or manager of the Company or of any substantial part of its property, and, in each case, the continuance of any such proceedings unstayed, undischarged and in effect for a period of fifteen (15) days from the date thereof; or
- (iii) the institution by the Company of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it, or the passing of a resolution authorizing the filing by it, of a petition or answer or consent seeking reorganization or relief under the Bankruptcy and Insolvency Act (Canada) or any other bankruptcy, insolvency or analogous laws, or the consent by it to the filing of any such petition or to the appointment of a receiver of the Company or of any substantial part of its property, or the making by it of a general assignment for the benefit of creditors, or the Company's admitting in writing its inability to pay its debts generally as they become due or taking corporate action in furtherance of any of the aforesaid purposes.

Section 4.2 Acceleration of Default.

In case any Event of Default has occurred and is continuing, the Holder may in his, her or its discretion, declare the principal of and interest on this Debenture and other moneys payable hereunder to be due and payable and, the same shall forthwith become immediately due and payable to the Holder and the Company shall forthwith pay to the Holder the principal of and accrued and unpaid interest on this Debenture with such interest to be paid in cash not Common Shares and all other moneys payable hereunder together with subsequent interest thereon, at the rate borne by this Debenture, from the date of the said declaration until payment is received by the Holder, such subsequent interest to be payable in cash not Common Shares at the times and places in and according to the tenor of the Debenture.

Section 4.3 Enforcement of Security.

In case any Event of Default has occurred and the Holder has declared the principal of and interest on this Debenture and other moneys payable hereunder to be due and payable pursuant to Section 5.2, the Holder may (to the extent permitted by law):

- (i) Appoint a Receiver - by instrument in writing appoint any person qualified under applicable legislation, whether an officer or employee of the Holder or not, to be a receiver (which term shall include a receiver and manager) of the Company; and, subject to the provisions of the instrument appointing such receiver, any such receiver so appointed shall have power (to the extent permitted by law):
 - (A) to carry on (or to concur in the carrying on of) all or any part of the business of the Company,
 - (B) to make any arrangement or compromise which the receiver shall

- (C) consider expedient,
- (D) to borrow money on the security of the assets of the Company for the purpose of the maintenance, preservation or protection of the business of the Company or for carrying on all or any part of the business of the Company,
- (D) to sell, lease or otherwise dispose of the whole or any part of the assets of the Company (or to concur therein) at public auction, by public tender or by private sale, with or without advertisement, for cash or upon credit or partly for cash and partly for credit, at such time and upon such terms and conditions as the receiver shall determine with or without notice and with or without advertising and without any formality all of which are hereby waived by the Company, with power to vary or rescind any contract or sale or other contract, buy at any such auction, resell with or under any of the powers conferred hereunder without being answerable for any loss and adjourn any sale from time to time; and the receiver may execute and deliver to any purchaser of the assets of the Company or any part thereof good and sufficient deeds and documents for the same, the receiver being irrevocably constituted the attorney of the Company for the purpose of making any such sale and executing such deeds and documents, provided that such receiver shall be deemed the agent of the Company and not that of the Holder and the Holder shall not be in any way responsible for any misconduct, negligence or non-feasance of any such receiver, his servants, agents or employees. To facilitate the foregoing powers, any such receiver may, to the exclusion of all others, including the Company, enter upon, use and occupy all premises owned or occupied by the Company wherein the assets of the Company may be situated, maintain the assets of the Company upon such premises, borrow money and use assets of the Company directly in carrying on the Company's business or as security for loans or advances to enable him to carry on the Company's business or otherwise, as such receiver shall, in his discretion, determine;
- (ii) Further Rights - exercise any of the other rights to which the Holder is entitled as holder of this Debenture, including the right to take proceedings in any court of competent jurisdiction for the appointment of a receiver or manager, for the sale of the assets of the Company or any part thereof or for foreclosure;
- (iii) Power of Attorney - act as attorney for the Company (and the Company grants to the Holder its irrevocable power of attorney, which power shall be binding upon the Company and all third parties) to execute and deliver on behalf of the Company all documents and instruments as may be necessary to effect the transfers, assignments and enforcement procedures contemplated in this Section 5.03; and
- (iv) Holder may Purchase Company's Assets - the Holder may become (and any subsidiary, agent or representative of the Holder may become) a purchaser at any sale of the assets of the Company, whether made under the powers of sale contained in this Debenture or pursuant to judicial proceedings.

Section 4.4 Holder not Obliged to Institute Proceedings.

The Holder shall not be liable or accountable for any failure to enforce the rights and remedies of the Holder herein and shall not be bound to institute proceedings for the purpose of collecting, enforcing or realizing the same for the purpose of preserving any right of the Holder, the other Holders, the Company or any other Person in respect of the same.

Section 4.5 Application of Proceeds of Realization.

Upon enforcement of the rights and remedies of the Holder herein, any net profits of carrying on the business of the Company and the net proceeds of realization of any assets of the Company shall be applied by the Holder or the receiver, interim receiver or receiver-manager, if any, subject to claims ranking in priority to this Debenture:

- (i) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver, interim receiver or receiver-manager, and the exercise by such person of all or any of the powers aforesaid, including his reasonable remuneration and all outgoings properly paid by him;
- (ii) secondly, in payment of all costs, charges and expenses of the Holder incidental to the enforcement of this Debenture and the exercise by the Holder of all or any of the powers aforesaid, including all outgoings properly paid by such Holder;
- (iii) thirdly, in payment of all outstanding indebtedness then due and payable pursuant to this Debenture; and
- (iv) fourthly, in payment of all claims ranking subordinate to this Debenture, by remitting any surplus to the Company.

Section 4.6 Rights and Remedies Cumulative.

All rights and remedies of the Holder set out in this Debenture shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right and remedy contained herein or in any existing or future security document or now or hereafter existing at law or in equity or by statute. The taking of a judgment or judgments with respect to any of the obligations hereby secured shall not operate as a merger of any of the covenants contained in this Debenture.

ARTICLE 5 - SUCCESSOR COMPANIES

Section 5.1 Certain Requirements.

The Company shall not enter into any Corporate Reorganization, unless:

- (i) the Successor Company shall execute, prior to or contemporaneously with the consummation of such Corporate Reorganization, such instruments as are necessary or advisable to evidence the assumption by the Successor Company of all of the obligations of the Company, as the case may be, under this Debenture;
- (ii) such Corporate Reorganization shall be upon such terms as to preserve and not to impair any of the rights and powers of the Holder hereunder; and
- (iii) no condition or event shall exist as to the Company or the Successor Company either at the time of or immediately after such Corporate Reorganization and after giving full effect thereto or immediately after the Successor Company complying with the provisions of subsection 5.1(i) above which constitutes or would constitute an Event of Default hereunder.

Section 5.2 Vesting of Powers in Successor.

Whenever the conditions of Section 5.1 have been duly observed and performed, the Successor Company shall possess and from time to time may exercise each and every right and power of the Company, under this Debenture in the name of the Company or otherwise and any act or proceeding by any provision of this Debenture required to be done or performed by the directors or any officers of the Company may be done and performed with like force and effect by the directors or the like officer or officers of such Successor Company.

ARTICLE 6 - MISCELLANEOUS

Section 6.1 Notice to the Holder and to the Company.

Any notice in writing required or permitted to be given hereunder shall be sufficiently given if delivered personally or mailed by registered mail, postage prepaid, addressed as follows:

To the Company at: 671 Westburne Dr.
Concord, Ontario
L4K 4Z1

Attention:
Michele Ciavarella, C.E.O.

To the Holder at:

Beard Winter LLP
Barristers and Solicitors
Suite 701, 130 Adelaide Street W.
Toronto, ON
M5H 2K4

Any such notice given by personal delivery shall conclusively be deemed to be received on the date of the actual delivery thereof and when given by registered mail, shall conclusively be deemed to be received on the seventh (7th) Business Day following the date of mailing. When any party giving any notice knows, or ought to know, of any disruption in the operation of the postal system which may affect the delivery of mail in the ordinary course, any such notice shall not be mailed but shall be given by personal delivery.

Any party may at any time give notice in writing to the other party of any change of address of the party giving such notice, and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

IN WITNESS WHEREOF, the Company has caused its corporate seal to be hereunto affixed and this Debenture to be signed by its proper officer in that behalf as of the _____ day of December, 2014.

EMPIRE GLOBAL CORP.

by: _____
Name: Michele Ciavarella
Title: C.E.O.
Certified countersigned and
registered by the Transfer Agent:

BEARD WINTER LLP

by:
Name: Julian L. Doyle
Title: Partner

SCHEDULE "C"

COMMON SHARE PURCHASE WARRANT CERTIFICATE

No. _____

Certificate for _____ Warrants

NOT EXERCISABLE AFTER 5:00 P.M.,
EASTERN STANDARD TIME, ON DECEMBER_____, 2016

EMPIRE GLOBAL CORP.

COMMON SHARE PURCHASE WARRANT CERTIFICATE

THIS CERTIFICATE CERTIFIES THAT _____ or its registered assigns is the registered holder (the "Holder") of the number of Warrants set forth above, each of which represents the right to purchase one (1) fully paid and non-assessable common share (the "Common Share") of EMPIRE GLOBAL CORP., a corporation organized under the laws of the Province of Ontario (the "Company"), at the Exercise Price (as hereinafter defined), by surrendering this Warrant Certificate, with the form of Election to Purchase attached hereto duly executed and by paying in full the Exercise Price (the Common Shares issuable upon exercise of the Warrants being referred to herein as the "Warrant Shares") at the principal office of the Company as set forth below. No Warrant may be exercised after 5:00 P.M., Eastern Standard Time, on December_____, 2016 (the "Expiration Date"). All Warrants evidenced hereby shall thereafter become void.

Prior to the Expiration Date, subject to any applicable laws, rules or regulations restricting transferability and to any restriction on transferability that may appear on this Warrant Certificate, the Holder shall be entitled to transfer this Warrant Certificate, in whole or in part, upon surrender of this Warrant Certificate at the principal office of the Company with the form of assignment set forth hereon duly executed. Upon any such transfer, a new Warrant Certificate or Warrant Certificates representing the same aggregate number of Warrant Shares will be issued in accordance with instructions in the form of assignment.