

## SUBSCRIPTION AGREEMENT

**TO: ARGO GOLD INC. (the "Company")**

The undersigned (the "**Purchaser**"), on its own behalf, and, if applicable, on behalf of those for whom the undersigned is contracting hereunder as trustee or agent (a "**Beneficial Purchaser**"), hereby irrevocably subscribes for and agrees to purchase the number of common shares of the Company ("**Shares**") set out below at a price of CDN\$0.10 per Share. This agreement, which for greater certainty includes and incorporates the attached Schedules, as each may be amended, supplemented or restated, is referred to herein as the "**Subscription Agreement**". The Purchaser agrees to be bound by the terms and conditions set forth in the attached "**Terms and Conditions of Subscription**" including without limitation the representations, warranties and covenants set forth in the schedules attached thereto. The Purchaser further agrees, without limitation, that the Company may rely on the Purchaser's representations, warranties and covenants contained in such documents.

**Issuer:** Argo Gold Inc.

**Issue:** Shares

**Price Per Share:** CDN\$0.10

**Number of Shares Purchased:**

**Total Subscription Price of Shares:**

\_\_\_\_\_

\$ \_\_\_\_\_

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

### **Name and Address of Purchaser**

\_\_\_\_\_  
(Name of Purchaser – please print)

\_\_\_\_\_  
(Purchaser's Address)

by \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Purchaser's Address)

\_\_\_\_\_  
(Official Capacity or Title – please print)

\_\_\_\_\_  
(Telephone Number)

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

**Details of the Beneficial Purchaser, if any, for whom the undersigned is contracting:**

\_\_\_\_\_  
(Name of Beneficial Purchaser – please print

\_\_\_\_\_  
(Beneficial Purchaser's Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(if space is adequate please attach a schedule  
containing the necessary information)

\_\_\_\_\_

**Registration Instructions:**

**Delivery Instruction:**

\_\_\_\_\_  
Name

\_\_\_\_\_

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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Telephone Number

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Facsimile Number

Number and kind of securities of the Company presently held, directly or indirectly, if any:

Common Shares: \_\_\_\_\_

Warrants: \_\_\_\_\_

Other: \_\_\_\_\_

A completed and originally executed copy of this Subscription Agreement, including all applicable schedules hereto, must be delivered by no later than 5:00p.m. (Eastern Daylight Time) on the date that is three (3) days prior to the Closing Date, to: Argo Gold Inc., Attention: Judy Baker, Email: [jbaker@argogold.ca](mailto:jbaker@argogold.ca) .

**ACCEPTANCE**

The foregoing is acknowledged, accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ARGO GOLD INC.**

Per: \_\_\_\_\_  
Authorized Signing Officer

## TERMS AND CONDITIONS OF SUBSCRIPTION

1. **Subscription.** The Purchaser hereby tenders to the Company this subscription which, upon acceptance by the Company, will constitute an irrevocable agreement of the Purchaser to purchase from the Company and, of the Company to sell to the Purchaser, the number of common shares of the Company (the “**Shares**”) set out on the face page hereof (the “**Purchased Shares**”) at the price of CDN\$0.10 per Share (the “**Share Purchase Price**”), all on the terms and subject to the conditions set out in this Subscription Agreement. For greater certainty, unless otherwise specifically referenced or unless the context otherwise requires, all references to “**Securities**” herein shall mean the Shares offered hereunder and the issue of the Shares sold by the Company to the Purchaser and to any other purchasers who may acquire Shares pursuant to this same offering shall be referred to as the “**Offering**”.

2. **Definitions.** In this Subscription Agreement, unless the context otherwise requires:

- (a) “**affiliate**”, “**distribution**” and “**insider**” have the respective meanings ascribed to them in the *Securities Act* (Ontario);
- (b) “**Closing**” means the completion of the issue and sale by the Company and the purchase by the Purchasers of the Shares pursuant to the Offering;
- (c) “**Closing Date**” means January ●, 2023 or such other date as the Company may determine;
- (d) “**Closing Time**” means 9:00 a.m. (Eastern Daylight Time) on the Closing Date or such other time as the Company may determine;
- (e) “**Common Shares**” means the common shares of the Company as constituted on the date hereof and shall include the Common Shares issuable pursuant to the Offering;
- (f) “**CSE**” means the Canadian Securities Exchange for trading and quoting securities;
- (g) “**CSE Issuer**” and “**Issuer**” both mean an issuer which has its securities qualified for listing on the CSE or which has applied to have its securities qualified for listing on the CSE, as applicable;
- (h) “**Designated Provinces**” means the provinces of Canada in which Purchasers are resident;
- (i) “**NI 45-106**” means National Instrument 45-106 *Prospectus and Registration Exemptions* as such instrument is in effect at Closing in the jurisdictions of Canada in which the Purchaser resides;
- (j) “**person**” means an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;
- (k) “**Personal Information**” means any information about a person (whether an individual or otherwise) and includes information contained in this Subscription Agreement, including the Schedules incorporated by reference herein;

- (l) **“Public Record”** means, without limitation, the prospectuses, annual information forms, information circulars, offering memoranda, material change reports, press releases and any other documents or reports filed by the Company with the CSE and any applicable Canadian securities regulatory authority during the twenty-four (24) months preceding the date hereof;
- (m) **“Purchase Price”** means the product of the Share Purchase Price and the total number of Purchased Shares subscribed for under this Subscription Agreement;
- (n) **“Purchasers”** means all purchasers of the Shares including the Purchaser;
- (o) **“Regulation D”** means Regulation D promulgated under the U.S. Securities Act;
- (p) **“Regulation S”** means Regulation S promulgated under the U.S. Securities Act;
- (q) **“Securities Commissions”** means, collectively, the applicable securities commission or other securities administrator or regulatory authority in each of the Designated Provinces and in the United States or such other jurisdictions where the Purchaser is a resident;
- (r) **“Securities Laws”** means all applicable securities laws in the jurisdictions of Canada and the United States, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders, and forms under such laws and the applicable published policy statements, national instruments, and multi-lateral instruments of and any exempting orders issued by the Securities Commissions;
- (s) **“Subscription Agreement”** means this subscription agreement (including any schedules attached hereto) and any instrument amending this Subscription Agreement; **“hereof”**, **“hereto”**, **“hereunder”**, **“herein”** and similar expressions mean and refer to this Subscription Agreement and not to a particular section, subsection, appendix or schedule and the expression **“section”**, **“subsection”**, **“appendix”** and **“schedule”** followed by a number means and refers to the specified section, subsection, appendix or schedule of this Subscription Agreement;
- (t) **“United States”** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;
- (u) **“U.S. Accredited Investor”** means an accredited investor as defined in Rule 501(a) of Regulation D;
- (v) **“Shares”** means the Shares of the Company offered hereunder;
- (w) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (x) **“U.S. Purchaser”** means a Purchaser that (i) was offered the Shares while in the United States, (ii) executed this Subscription Agreement or otherwise placed its purchase order for the Shares while in the United States, or (iii) is, or is acting on behalf of or for the account or benefit of, a U.S. Person or a person in the United States, and has completed the Certificate of U.S. Accredited Investor attached as Schedule D; and
- (y) **“U.S. Securities Act”** means the United States *Securities Act of 1933*, as amended.

**3. Delivery and Payment.** The Purchaser agrees that the following shall be delivered to the Company at the address and by the date and time set out on page 2 hereof, or such other time, date or place as the Company may advise:

- (a) a completed and duly signed copy of this Subscription Agreement;
- (b) if the Purchaser is resident in or otherwise subject to the laws of Canada and is purchasing the Shares as an “accredited investor” as defined in NI 45-106, a duly completed and executed copy of the Accredited Investor Status Certificate in the form attached hereto as Schedule A and a duly completed Risk Acknowledgement Form attached as Appendix A to Schedule A;
- (c) if the Purchaser is NOT an individual, and is purchasing the Shares as principal for its own account and not for the benefit of any other person and is purchasing a sufficient number of Shares so that the aggregate Purchase Price payable by the Purchaser in respect of the Purchased Shares will be not less than \$150,000 and is not relying on the “accredited investor” exemption in 3(b) above, a Minimum Amount Investment Status Certificate in the form attached hereto as Schedule B;
- (d) if the Purchaser is not an accredited investor, but is a director, executive officer, control person or founder of the Company or a close personal friend, close business associate, spouse, parent, grandparent, sibling or child (or a parent, grandparent, sibling or child of a spouse) of a director, executive officer, control person or founder of the Company and is resident in Canada, a Confirmation of Relationship Certificate in the form attached hereto as Schedule C and if the Purchaser is resident in Saskatchewan or Ontario, a Risk Acknowledgement Form attached respectively as Appendix A and Appendix B to Schedule C;
- (e) if the Purchaser is a U.S. Purchaser and is purchasing Shares as a U.S. Accredited Investor, a duly completed and executed copy of the Certificate of U.S. Accredited Investor in the form attached hereto as Schedule D;
- (f) if the Purchaser is a resident neither of Canada nor the United States of America, a duly completed and executed copy of the certificate in the form attached hereto as Schedule E;
- (g) Either:
  - (i) a certified cheque made payable to Argo Gold Inc. on or before the Closing Date (or such other date as the Company may advise) in same day freely transferable Canadian funds at par in Toronto, Ontario, payable as directed by the Company representing the aggregate Purchase Price payable by the Purchaser for the Purchased Shares, or
  - (ii) a wire transfer of immediately available Canadian funds representing the aggregate Purchase Price payable by the Purchaser for the Purchased Shares delivered to the Company, as follows:

**Beneficiary Name:** Argo Gold Inc.  
**Beneficiary Address:** 350 Bay Street, Suite 700, Toronto, ON, M5H 2S6

**Bank Name:** TD Canada Trust  
**Bank Address:** 55 King Street West, Toronto, ON, M5K 1A2  
**Account No.:** 5261044  
**Transit No.:** 19922  
**Institution No.:** 004  
**Swift Code:** TDOMCATTOR

or

- (iii) such other method of payment of the same amount against delivery of the Purchased Shares as the Company may accept; and
- (h) any other documents required by the Securities Laws and the CSE that the Company may request.

The Purchaser and each Beneficial Purchaser, if any, acknowledge and agree that such documents, when executed and delivered by the Purchaser, will form part of and will be incorporated into this Subscription Agreement and each shall constitute a representation, warranty or covenant of the Purchaser hereunder in favour of the Company.

The Purchaser and each such Beneficial Purchaser consent to the filing of such documents as may be required to be filed with the Securities Commissions and the CSE in connection with the transactions contemplated hereby.

**4. Closing.** The transactions contemplated hereby will be completed on or before the Closing Date at the Closing Time at the offices of ●.

The Purchaser understands that Closing is not subject to a minimum total number of subscriptions.

The Purchaser and each Beneficial Purchaser, if any, acknowledge that certificates representing the Common Shares and the Warrants comprising the Purchased Shares will be available for delivery to the Purchaser at the Closing against payment of the amount of the aggregate Purchase Price.

**5. Conditions of Closing.** The Purchaser acknowledges that the Company's obligation to sell the Purchased Shares to the Purchaser is subject to, among other things, the following conditions:

- (a) the Purchaser or Beneficial Purchaser, if any, executing and returning to the Company all documents required by the Securities Laws, including, without limitation, the documents set out in paragraph 3 hereof, for delivery on behalf of the Purchaser or Beneficial Purchaser, if any, including by no later than 5:00 p.m. (Eastern Daylight Time) on the date that is three (3) days before the Closing Date;
- (b) the Company having obtained all required regulatory and corporate approvals, to permit the completion of the transactions contemplated hereby;
- (c) the Company accepting this subscription;
- (d) the issue and sale and delivery of the Purchased Shares being exempt from the requirements to file a prospectus or deliver an offering memorandum (as defined in applicable Securities Laws, including Ontario Securities Commission Rule 14-501 "Definitions") or any similar document under applicable Securities Laws relating to the



issue, sale and delivery of the Purchased Shares, or exempt from registration under the U.S. Securities Act, as applicable, or that the Company has received such orders, consents or approvals as may be required to permit such issue, sale and delivery of the Purchased Shares without the requirement of filing a prospectus or delivering an offering memorandum or any similar document; and

- (e) the representations and warranties of the Purchaser under this Subscription Agreement being true and correct as at the Closing Time.

The Purchaser and each Beneficial Purchaser, if any, acknowledge and agree that as the sale of the Shares will not be qualified by a prospectus, such sale is subject to the condition that the Purchaser (or, if applicable each Beneficial Purchaser) sign and return to the Company all relevant documentation required by the Securities Laws.

The Purchaser and each Beneficial Purchaser, if any, acknowledges and agrees that the Company will be required to provide to the Securities Commissions a list setting out the identities of the Beneficial Purchasers of the Purchased Shares. Notwithstanding that the Purchaser may be purchasing Shares on behalf of an undisclosed Beneficial Purchaser (if permissible under the relevant Securities Laws), the Purchaser agrees to provide, on request, particulars as to the identity of such undisclosed Beneficial Purchaser as may be required by the Company in order to comply with the foregoing and Securities Laws.

**6. Acceptance or Rejection.** The Company will have the right to accept or reject this offer in whole or in part at any time at or prior to the Closing Time. The Purchaser and each Beneficial Purchaser, if any, acknowledge and agree that the acceptance of this offer will be conditional upon the issue and sale of the Purchased Shares to the Purchaser and each Beneficial Purchaser, if any, being exempt from the requirement to file a prospectus or deliver an offering memorandum or any similar document under the Securities Laws and the equivalent provisions of securities laws of any other applicable jurisdiction. The Company will be deemed to have accepted this offer upon the Company's execution of the acceptance form on page 3 of this Subscription Agreement and the delivery at the Closing of certificates representing the Common Shares and Warrants comprising the Purchased Shares to or upon the direction of the Purchaser, in accordance with the provisions hereof.

If this Subscription Agreement is rejected in whole, the Purchaser and each Beneficial Purchaser, if any, understand that any funds, certified cheques and bank drafts delivered by the Purchaser to the Company or representing the Purchase Price will be promptly returned by the Company to the Purchaser without interest. If this Subscription Agreement is accepted only in part, the Purchaser understands that a cheque representing the portion of the Purchase Price for that portion of its subscription for Purchased Shares that is not accepted will be promptly returned to the Purchaser without interest.

**7. Purchaser's Representations, Warranties and Covenants.** The Purchaser represents, warrants and covenants in favour of the Company as follows and acknowledges that the Company is relying on such representations, warranties and covenants in connection with the transactions contemplated in this Subscription Agreement:

- (a) **Authorization and Effectiveness.** If the Purchaser (or the Beneficial Purchaser) is an individual, it is of the full age of majority and has all requisite legal capacity and competence to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder, or if the Purchaser (or the Beneficial Purchaser) is a corporation, the Purchaser (or the Beneficial Purchaser) is duly incorporated and is a valid and existing corporation, has the necessary corporate capacity

and authority to execute and deliver this Subscription Agreement, to subscribe for the Shares and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if the Purchaser (or the Beneficial Purchaser) is a partnership, syndicate or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Shares and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof, and, in any case, upon acceptance by the Company, this Subscription Agreement will constitute a legal, valid and binding agreement of the Purchaser and the Beneficial Purchaser, if any, enforceable against the Purchaser and the Beneficial Purchaser, if any, in accordance with its terms and will not result in a violation of, or create a state of facts which, after notice, lapse of time or both, would constitute a default or breach of, any of the Purchaser's or the Beneficial Purchaser's, if any, constating documents, by-laws or authorizing resolutions (if applicable), any agreement to which the Purchaser or the Beneficial Purchaser, if any, is a party or by which it is bound or any law applicable to the Purchaser or any judgment, law applicable to the Purchaser or the Beneficial Purchaser, if any, or any decree, order, statute, rule or regulation applicable to the Purchaser or the Beneficial Purchaser, if any;

- (b) **Residence.** The Purchaser, and each Beneficial Purchaser, if any, was offered Shares in, and is a resident of, the jurisdiction referred to under "Name and Address of Purchaser" and "Details of Beneficial Purchaser", respectively, set out on the face page and page 2 hereof and intends that the Securities Laws of that jurisdiction govern any transactions involving the Securities subscribed for by the Purchaser or any Beneficial Purchaser, if any, and that such addresses were not created and are not used solely for the purpose of acquiring the Purchased Shares;
- (c) **Private Placement Exemptions.** The Purchaser has properly completed, executed and delivered to the Company the applicable questionnaire(s) and certificate(s) (dated as of the date hereof) set forth in Schedules A, B and/or C attached hereto and the information contained therein is true and correct and the representations, warranties and covenants contained in the applicable schedules attached hereto will be true and correct both as of the date of execution of this Subscription Agreement and as at the Closing Time;
- (d) **Employee, Executive Officer or Director.** If the Purchaser is an employee, "**executive officer**", or "**director**" (as such terms, other than employee, are defined in National Instrument 45-106) of the Company or a related entity of the Company or a permitted assign of such person, the Purchaser's participation in the trade is voluntary, meaning it is not induced to participate in the trade by expectation of employment or appointment or continued employment or appointment with, or engagement to provide services or continued engagement to provide services to, as applicable, the Company or a related entity of the Company, as set out in Schedule C attached hereto, and the Purchaser has executed and delivered herewith a copy of Schedule C;
- (e) **United States Subscribers.** If the Purchaser is a U.S. Purchaser, it is purchasing the Securities as principal and no other person, corporation, firm or other organization will have a beneficial interest in the Securities, and the Purchaser, or if it is acting as agent for one or more Beneficial Purchaser resident in the United States, or otherwise subject to the securities laws thereof, such Beneficial Purchaser:

- (i) is a U.S. Accredited Investor and is purchasing the Securities pursuant to the exemption from registration provided by Section 4(a)(2) of the U.S. Securities Act and Rule 506 of Regulation D thereunder, and has executed and delivered herewith a copy of Schedule D;
- (ii) is purchasing the Securities for its own account for investment, and not with a view to the resale or distribution of all or any of the Common Shares in violation of the U.S. Securities Act or any applicable U.S. state Securities Laws ("**States Laws**");
- (iii) is not a party to any contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person, or anyone else, the Securities, or any part thereof, or any interest therein and the Purchaser or the Beneficial Purchaser, as the case may be, has no present plans to enter into any such contract, undertaking, agreement or arrangement;
- (iv) is not planning to offer, sell or otherwise transfer any of the Securities, and, if it does, it will not offer, sell or otherwise transfer any of the Securities, directly or indirectly, unless the sale is:
  - (A) to the Company;
  - (B) made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S and in compliance with applicable local laws and regulations; or
  - (C) made in a transaction that is exempt from registration under the U.S. Securities Act pursuant to Rule 144 or Rule 144A, if available, or under applicable State Laws or does not require registration under the U.S. Securities Act or any applicable State Laws and the Purchaser has furnished to the Company, prior to such sale, an opinion of counsel of recognized standing or other evidence of exemption reasonably satisfactory to the Company confirming the compliance of such sale with the U.S. Securities Act and applicable State Laws;
- (v) is not subscribing for the Securities as a result of any form of general solicitation or general advertising, as those terms are used in Regulation D under the U.S. Securities Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or other form of telecommunications, or published or broadcast on the Internet or other forms of electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (vi) acknowledges and agrees that, because the Company is organized outside of the United States, it may not be possible for U.S. shareholders of the Company to enforce outside of the United States judgments against the Company that are obtained in the United States, including actions predicated upon the civil liability provisions of the U.S. Securities Act. In addition, the Company's directors and officers are citizens and residents of Canada, and all or a substantial portion of the assets of those directors and officers is or may be located outside the United

States. As a result, it may not be possible for shareholders to effect service of process within the United States upon those persons, or to enforce against them judgments obtained in the United States courts, including judgments predicated upon the civil liability provisions of the United States federal and state securities laws. While reciprocal enforcement of judgment legislation exists between Canada and the United States, the Company and its insiders may have defences available to avoid in Canada the effect of U.S. judgments under Canadian law, making enforcement difficult or impossible, and as such there is uncertainty as to whether Canadian courts would enforce (a) judgments of United States courts obtained against the Company or its insiders predicated upon the civil liability provisions of the United States federal and state securities laws or (b) in original actions brought in Canada, liabilities against the Company or its insiders predicated upon the United States federal and state securities laws. Therefore, shareholders in the United States may have to avail themselves of remedies under Canadian corporate and securities laws. Canadian law may not provide for remedies equivalent to those available under U.S. law;

- (vii) acknowledges that the Securities have not been registered under the U.S. Securities Act or any State Laws and therefore may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person, unless registered under the U.S. Securities Act and any applicable State Laws or an exemption from such registration requirements is available, and the Purchaser therefore acknowledges and understands that the Securities will be “restricted securities” as defined in Rule 144(a)(3) under the U.S. Securities Act and the Company has no obligation to file, and has no present intention of filing, a registration statement under the U.S. Securities Act in respect of resales of the Securities; and
  - (viii) understands and agrees that that the Company may instruct its registrar and transfer agent not to record any transfer of the Securities without first being notified by the Company that it is satisfied that such transfer is exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable State Laws.
- (f) **International Purchaser.** If the Purchaser is resident of a country other than Canada or the United States (an “**International Jurisdiction**”) then in addition to the other representations and warranties contained herein, the Purchaser represents, warrants and covenants, or if it is acting as agent for one or more Beneficial Purchaser resident in an International Jurisdiction, such Beneficial Purchaser represents, warrants and covenants, that it:
- (i) is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to the subscription for Shares contemplated hereby (“**International Securities Laws**”), if any;
  - (ii) is purchasing the Securities pursuant to an applicable exemption from any prospectus, registration or similar requirements under the International Securities Laws of that International Jurisdiction, or, if such is not applicable, is permitted to purchase the Securities under the International Securities Laws of the International Jurisdiction without the need to rely on exemptions;

- (iii) the International Securities Laws do not require the Company to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;
  - (iv) the Purchaser will not sell or otherwise dispose of any of the Securities, except in accordance with applicable securities laws in Canada and the United States, and if the Purchaser sells or otherwise disposes of any Securities to a person other than a resident of Canada or the United States, as the case may be, the Purchaser will obtain from such purchaser representations, warranties and covenants in the same form as provided in Schedule E attached hereto and shall comply with such other requirements as the Company may reasonably require;
  - (v) the delivery of this Subscription Agreement, the acceptance of it by the Company and the issue of the Securities to the Purchaser complies with all applicable laws of the Purchaser's jurisdiction of residence or domicile and all other applicable laws and will not cause the Company to become subject to or comply with any continuous disclosure, prospectus or other periodic filing or reporting requirements under any such applicable laws; and
  - (vi) the Purchaser, and any Beneficial Purchaser, hereby irrevocably:
  - (vii) confirms that it understands that no offering document or prospectus has been prepared in connection with the Securities being purchased and the Purchaser has conducted its own investigation which it believes to be appropriate with respect to the Securities and the Company and the Purchaser shall be responsible for obtaining all information which it believes is necessary or appropriate to make its investment decision with respect to the Securities and the Company;
  - (viii) makes this statement so that the Purchaser is able to receive promotions which are exempt from the restriction on financial promotion in section 21 of the UK Financial Services and Markets Act 2000. The exemption relates to certificated high net worth individuals and the Purchaser declares that it qualifies as such;
  - (ix) accepts that the content of promotions and other material that the Purchaser receives may not have been approved by a person who has been authorised under the UK Financial Services and Markets Act 2000 and that their content may not therefore be subject to controls which would apply if the promotion were made or approved by an authorised person;
  - (x) confirms it is aware that it is open to the Purchaser to seek advice from someone who is authorised under the UK Financial Services and Markets Act 2000 and who specialises in advising on this kind of investment.
- (g) **Purchasing as Principal.** Unless paragraph (j) below applies, the Purchaser is purchasing the Shares as principal (as defined in all applicable Securities Laws) for its own account, and not for the benefit of any other person;
- (h) **Purchasing for Investment Only.** Unless paragraph (j) below applies, the Purchaser is purchasing the Shares for investment only and not with a view to resale or distribution;

- (i) **No Syndication.** Unless paragraph (j) below applies, the Purchaser was not created solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “**accredited investor**” provided in Schedule A;
- (j) **Purchasing as Agent or Trustee.**
  - (i) in the case of the purchase by the Purchaser of the Shares as agent or trustee for any Beneficial Purchaser whose identity is disclosed or identified, each Beneficial Purchaser of the Purchased Shares for whom the Purchaser is acting, is purchasing its Purchased Shares (1) as principal (as defined in all applicable Securities Laws) for its own account and not for the benefit of any other person; (2) for investment only and not with a view to resale or distribution; (3) was not created or used solely to purchase or hold Securities in reliance on the “Minimum Amount Investment” exemption provided under Section 2.10 of NI 45-106 and it pre-existed the Offering and has a bona fide purpose other than investment in the Securities; (4) was not created solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” provided in Schedule A; and (5) either is purchasing its Shares (A) at an aggregate acquisition cost to such Beneficial Purchaser of more than CDN \$150,000 (if the Beneficial Purchaser is NOT an individual), or (B) the Beneficial Purchaser is an “accredited investor” as defined in NI 45-106;
  - (ii) in the case of the purchase by the Purchaser of the Purchased Shares as agent or trustee for any Beneficial Purchaser, the Purchaser is the duly authorized trustee or agent of such disclosed Beneficial Purchaser with due and proper power and authority to execute and deliver, on behalf of each such Beneficial Purchaser, this Subscription Agreement and all other documentation in connection with the purchase of the Purchased Shares hereunder, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such Beneficial Purchaser were the Purchaser and the Purchaser’s actions as trustee or agent are in compliance with applicable law and the Purchaser and each Beneficial Purchaser acknowledges that the Company is required by law to disclose to certain regulatory authorities the identity of each Beneficial Purchaser of Purchased Shares for whom it may be acting; and
  - (iii) in the case of the purchase by the Purchaser of the Purchased Shares on behalf of an undisclosed Beneficial Purchaser, the Purchaser is deemed under applicable Securities Laws to be purchasing as principal;
- (k) **Broker.** There is no person acting or purporting to act on behalf of the Purchaser in connection with the transactions contemplated herein who is entitled to any brokerage or finder’s fee payable by the Purchaser, and if any such person establishes a claim that any such fee or compensation is payable in connection with this subscription for the Shares, the Purchaser covenants to indemnify and hold harmless the Company with respect thereto and with respect to all costs reasonably incurred in the defence thereof;
- (l) **Illegal Use of Funds.** None of the funds being used to purchase the Purchased Shares are to the Purchaser’s or the Beneficial Purchaser’s, if any, knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Purchased Shares which will be advanced by the Purchaser to the

Company hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the “**PCMLTFA**”) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (United States)* (the “**PATRIOT Act**”) and the Purchaser acknowledges that the Company may in the future be required by law to disclose the Purchaser’s name and other information relating to this Subscription Agreement and the Purchaser’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and the PATRIOT Act. To the best of the Purchaser’s knowledge, none of the funds to be provided by the Purchaser or the Beneficial Purchaser, if any, are being tendered on behalf of a person or entity who has not been identified to the Purchaser, and the Purchaser shall promptly notify the Company if the Purchaser or the Beneficial Purchaser, if any, discovers that any of such representations cease to be true, and shall promptly provide the Company with all necessary information in connection therewith;

- (m) **Resale Restrictions.** The Purchaser, and each Beneficial Purchaser, if any, (1) has been advised to consult its own legal advisors with respect to trading in the Common Shares and the Warrants comprising the Shares and the Common Shares issuable upon exercise of the Warrants and with respect to the resale restrictions imposed by the Securities Laws of the jurisdiction in which the Purchaser or the Beneficial Purchaser, if any, resides and other applicable securities laws, (2) acknowledges that no representation has been made respecting the resale restrictions, including applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Purchaser (or the Beneficial Purchaser, if any) to resell such securities, (3) acknowledges that the Purchaser (or the Beneficial Purchaser, if any) is solely responsible to determine applicable restrictions, (4) is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions, and (5) is aware that the Purchaser (or the Beneficial Purchaser, if any) may not, prior to the Company becoming a reporting issuer in any jurisdiction of Canada, be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws;
  
- (n) **Non-U.S. Purchasers.** Unless the Purchaser is purchasing the Securities pursuant to Section 4(a)(2) of the U.S. Securities Act and Rule 506 of Regulation D thereunder and is providing the Company with a completed copy of Schedule D, the Purchaser represents and warrants that:
  - (i) the Purchaser is not a U.S. Purchaser and is not purchasing the Securities on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
  - (ii) the Purchaser did not receive an offer to buy Securities at any time when the Purchaser was in the United States;
  - (iii) did not sign or deliver this Subscription Agreement, or otherwise place its purchase order for the Securities, while in the United States;
  - (iv) the current structure of the offering of Securities and all related transactions and activities contemplated under this Subscription Agreement are not a scheme to avoid the registration requirements of the U.S. Securities Act;

- (v) the Securities are not being purchased as a result of any form of directed selling efforts, as such term is defined in Rule 902(c) of Regulation S; and
  - (vi) the Purchaser has no intention to distribute either directly or indirectly any of the Securities in the United States, except in compliance with the U.S. Securities Act and applicable State Laws.
- (o) **Company or Unincorporated Organization.** If the Purchaser, or the Beneficial Purchaser, if any, is a corporation or a partnership, syndicate, trust, association, or any other form of unincorporated organization or organized group of persons, the Purchaser or such Beneficial Purchaser was not created or being used solely to permit purchases of or to hold securities without a prospectus in reliance on a prospectus exemption;
- (p) **Absence of Prospectus, Offering Memorandum or Similar Document.** The Purchaser and the Beneficial Purchaser, if any, have not received, nor have they requested, nor do they have any need to receive, any prospectus, offering memorandum or any other document describing the business and affairs of the Company, nor has any document been prepared for delivery to, or review by, prospective purchasers in order to assist them in making an investment decision in respect of the Securities;
- (q) **Absence of Advertising.** The offering and sale of the Shares to the Purchaser or the Beneficial Purchaser, if any, was not made or solicited through, and the Purchaser and each such Beneficial Purchaser, if any, are not aware of, any general solicitation or general advertising with respect to the offering of the Shares, including advertisements, articles, notices or other communications published in any printed public media, radio, television or telecommunications, including electronic display (such as the Internet, including but not limited to the Company's website), or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (r) **No Undisclosed Information.**
- (i) The Purchased Shares are not being purchased by the Purchaser (or if applicable by a Beneficial Purchaser) as a result of any material information not in the Public Record concerning the Company and the decision of the Purchaser or the Beneficial Purchaser, if any, to tender this offer and acquire the Purchased Shares has not been made as a result of any oral or written representation as to fact or otherwise made by or on behalf of the Company or any other person and is based entirely upon the Public Record;
  - (ii) the Purchaser, or Beneficial Purchaser, if any, has relied solely upon this Subscription Agreement and the Public Record of, and issued by, the Company and not upon any verbal or other written representation as to fact or otherwise made by or on behalf of the Company or any employees, agents or affiliates thereof. The Purchaser, on its own behalf and on behalf of the Beneficial Purchasers, if any, is contracting hereunder, acknowledges that the decision to purchase the Purchased Shares was made on the basis of currently available public information; and
  - (iii) neither the Purchaser nor the Beneficial Purchaser, if any, has knowledge of a "material fact" or "material change" (as those terms are defined in Securities



Laws) in the affairs of the Company that has not been generally disclosed to the public, save knowledge of this particular transaction;

- (s) **Investment Suitability.** The Purchaser and each Beneficial Purchaser, if any, have such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder in the Purchased Shares and is able to bear the economic risk of total loss of such investment;
- (t) **Other Documents.** The Purchaser and each Beneficial Purchaser, if any, will promptly execute and deliver any other documents required by the Company or applicable Securities Laws to permit the purchase of the Purchased Shares on the terms herein set forth which the Company may request;
- (u) **Personal Information.** The Purchaser acknowledges that this Subscription Agreement requires the Purchaser to provide to the Company certain Personal Information relating to the Purchaser and any Beneficial Purchaser. Such information is being collected and will be used by the Company for the purposes of completing the proposed Offering, which includes, without limitation, determining the Purchaser's and any Beneficial Purchaser's eligibility to purchase the Purchased Shares under applicable Securities Laws, preparing and registering certificates representing the Common Shares and the Warrants comprising the Purchased Shares and completing filings required by the Securities Commissions and the CSE. The Purchaser agrees that the Purchaser's and any Beneficial Purchaser's Personal Information may be disclosed by the Company to: (a) applicable securities regulatory authorities, and (b) any of the other parties involved in the proposed Offering, including legal counsel to the Company, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Purchaser consents to the foregoing collection, use and disclosure of the Purchaser's and any Beneficial Purchaser's Personal Information. The Purchaser also consents to the filing of copies or originals of any of the Purchaser's documents described in section 3 hereof as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby. The Purchaser represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all Beneficial Purchasers, if any,

The Purchaser and each Beneficial Purchaser, if any, acknowledge and agree that the foregoing representations and warranties are made by it with the intention that they may be relied upon by the Company and its legal counsel in determining the Purchaser's eligibility or (if applicable) the eligibility of each Beneficial Purchaser to purchase the Purchased Shares under Securities Laws. The Purchaser and each Beneficial Purchaser, if any, further agrees that by accepting delivery of the certificates representing the Common Shares and the Warrants comprising the Purchased Shares on the Closing Date, it shall be representing and warranting that the foregoing representations and warranties are true and correct as at the Closing Date with the same force and effect as if they had been made by the Purchaser and each such Beneficial Purchaser at the Closing Time and that they shall survive the purchase by the Purchaser and each such Beneficial Purchaser of the Purchased Shares and shall continue in full force and effect notwithstanding any subsequent disposition by the Purchaser or any such Beneficial Purchaser of the Common Shares or the Warrants comprising the Purchased Shares or the Common Shares issuable upon the exercise of the Warrants.

The Purchaser and each Beneficial Purchaser, if any, undertake to notify the Company at the address set out on page 2 hereof immediately of any change in any representation, warranty or other

information relating to the Purchaser or such Beneficial Purchaser set out in this Subscription Agreement which takes place prior to the Closing Time.

**8. Purchaser's Acknowledgements.** The Purchaser and each Beneficial Purchaser, if any, acknowledge and agree that:

- (a) (i) no agency, securities commission, governmental authority, regulatory body, stock exchange or other entity has reviewed, passed on, made any finding or determination as to the merits of investment in, nor have any such agencies, securities commissions, governmental authorities, regulatory bodies, stock exchanges or other entities made any recommendation or endorsement with respect to the Shares or the Offering; (ii) there is no governmental or other form of insurance covering the Shares; and (iii) there are risks associated with the purchase of the Purchased Shares;
- (b) the purchase of the Shares has not been or will not be (as applicable) made through, or as a result of, and the distribution of the Shares is not being accompanied by, a general solicitation or advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) no prospectus or other offering document has been filed by the Company with a securities commission or other securities regulatory authority in any jurisdiction in or outside of Canada in connection with the issue of the Shares, and such issuances are exempt from the prospectus requirements otherwise applicable under the provisions of Securities Laws and, as a result, in connection with its purchase of the Purchased Shares hereunder, as applicable:
  - (i) the Purchaser and each Beneficial Purchaser, if any, is restricted from using most of the protections, rights and remedies available under Securities Laws including, without limitation, statutory rights of rescission or damages;
  - (ii) the Purchaser and each Beneficial Purchaser, if any, will not receive information that may otherwise be required to be provided to the Purchaser and each Beneficial Purchaser, if any, under applicable Securities Laws or contained in a prospectus prepared in accordance with applicable Securities Laws;
  - (iii) the Company are relieved from certain obligations that would otherwise apply under such applicable Securities Laws; and
  - (iv) there are restrictions on the Purchaser's ability to resell the Common Shares and the Warrants comprising the Purchased Shares and the Common Shares issuable upon the exercise of the Warrants and it is the responsibility of the Purchaser and each Beneficial Purchaser, if any, to determine these restrictions and to comply with them before selling the Common Shares or the Warrants comprising the Purchased Shares and the Common Shares issuable upon the exercise of the Warrants;
- (d) the Shares are being offered for sale only on a "private placement" basis;

- (e) all costs and expenses incurred by the Purchaser and each Beneficial Purchaser (including any fees and disbursements of legal counsel retained by the Purchaser and each Beneficial Purchaser) relating to the purchase of the Purchased Shares shall be borne by the Purchaser;
- (f) the Purchaser acknowledges that neither the Company or any of its affiliates, related entities and associates, or any persons acting on their behalf, will in any circumstances be liable to the Purchaser or any Beneficial Purchaser under, or arising out of or in any way connected with this agreement for any indirect or consequential loss or damage whether arising in contract or tort (including for negligence or statutory duty);
- (g) the Securities will be subject to certain resale restrictions under the Securities Laws and the Purchaser and each Beneficial Purchaser, if any, agree to comply with such restrictions. The Purchaser and each Beneficial Purchaser, if any, also acknowledge that they have been advised to consult their own legal advisors with respect to applicable resale restrictions and that they are solely responsible (and the Company is not in any manner responsible) for complying with such restrictions. For purposes of complying with the Securities Laws and National Instrument 45-102 Resale of Securities, the Purchaser and Beneficial Purchaser understand and acknowledge that upon the issue of any Purchased Shares, all the certificates representing the Common Shares and the Warrants comprising the Purchased Shares, if the Common Shares issuable upon exercise of the Warrants are issued prior to the date which is four months and one day after the Closing Date, then the Common Shares issuable upon exercise of the Warrants, shall bear the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS FOUR MONTHS PLUS ONE DAY FROM THE CLOSING DATE].”

Provided, that if the Purchaser or the Beneficial Purchaser, if any, is a U.S. Purchaser then, upon the issuance of the Securities, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable State Laws, the certificates representing the Common Shares comprising the Purchased Shares as well as the Common Shares issuable upon the exercise of the Warrants shall bear the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) RULE 144A THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE

OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH U.S. SECURITIES LAWS.

- (h) no person has made any written or oral representations or undertakings: (i) that any person will resell or repurchase the Common Shares or the Warrants comprising the Units or the Common Shares issuable upon exercise of the Warrants; (ii) that any person will refund all or any of the Purchase Price; or (iii) as to the future price or value of the Common Shares or the Warrants comprising the Purchased Shares;
- (i) in purchasing the Purchased Shares, the Purchaser and each Beneficial Purchaser, if any, has relied solely on this Subscription Agreement and not upon any verbal or written representation as to any fact or otherwise made by or on behalf of the Company or any employee, agent or affiliate thereof or any other person associated therewith;
- (j) the Purchaser and each Beneficial Purchaser, if any, are solely responsible for obtaining such legal advice and tax advice as it considers appropriate in connection with the execution, delivery and performance by them of this Subscription Agreement and the completion of the transactions contemplated hereby; and
- (k) the Purchaser acknowledges that the Company may pay finder's fees to eligible persons in connection with the Offering.

**9. Further Acknowledgements of the Purchaser.** The Purchaser hereby acknowledges, agrees and consents to:

- (a) the disclosure of Personal Information to each of the Company, the CSE, and the Securities Commissions; and
- (b) the collection, use and disclosure of Personal Information by the Company for corporate finance and shareholder communication purposes or such other purposes as are necessary to the Company's business.

If the Purchaser, or the Beneficial Purchaser, if any, is resident in or otherwise subject to the securities laws of the Province of Ontario, the Purchaser, or the Beneficial Purchaser, if any, authorizes the indirect collection of Personal Information pertaining to the Purchaser or the Beneficial Purchaser, if any, by the Ontario Securities Commission (the "**OSC**") and acknowledges and agrees that the Purchaser, or the Beneficial Purchaser, if any, has been notified by the Company (i) of the delivery to the OSC of Personal Information pertaining to the Purchaser or any Beneficial Purchaser, if any, including, without limitation, the full name, residential address and telephone number of the Purchaser, the number and type of securities purchased and the total Purchase Price paid in respect of the Purchased Shares, (ii) that this information is being collected indirectly by the OSC under the authority granted to it in securities legislation, (iii) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario, and (iv) that the title, business address and business telephone number of the public official in Ontario who can answer questions about the OSC's indirect collection of the information is the Administrative Assistant to the Director of Corporate Finance, the Ontario Securities Commission, Suite 1903, 20 Queen Street West, Toronto, Ontario, M5H 3S8, Telephone: (416) 593-8314, Facsimile: (416) 593-8122. The Purchaser represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all Beneficial Purchasers for which the Purchaser is contracting.

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

**11. Indemnity.** The Purchaser and each Beneficial Purchaser, if any, agree to indemnify and hold harmless the Company and its directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Purchaser and each Beneficial Purchaser, if any, contained herein or in any document furnished by the Purchaser and each Beneficial Purchaser to the Company in connection herewith being untrue in any material respect or any breach or failure by the Purchaser or any Beneficial Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any document furnished by the Purchaser to the Company in connection herewith.

To the extent that any person entitled to be indemnified hereunder is not a party to this Subscription Agreement, the Purchaser shall obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such person and such person shall be entitled to enforce the provisions of this section notwithstanding that such person is not a party to this Subscription Agreement.

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

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

**14. Miscellaneous and Counterparts.** All representations, warranties, agreements and covenants made or deemed to be made by the Purchaser and the Beneficial Purchaser, if any, herein will survive the execution and delivery, and acceptance, of this offer and the Closing. This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

**15. Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Purchaser and each Beneficial Purchaser, if any, hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement.

**16. Facsimile/Portable Document Format Subscriptions.** The Company shall be entitled to rely on delivery by facsimile machine or portable document format of an executed copy of this Subscription

Agreement, including the completed Schedules hereto, and acceptance by the Company of such facsimile or portable document format copy shall be legally effective to create a valid and binding agreement between the Purchaser and each Beneficial Purchaser, if any, and the Company in accordance with the terms hereof.

**17. Entire Agreement.** 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 Subscription Agreement may be amended or modified in any respect by written instrument only.

**18. Language.** The Purchaser and each Beneficial Purchaser, if any, acknowledge their consent and request that all documents evidencing or relating in any way to the purchase of the Shares be drawn up in the English language only. *Nous reconnaissons par les présentes avoir consenté et demandé que tous les documents faisant foi ou se rapportant de quelque manière à l'achat des actions ordinaires soient rédigés en anglais seulement.*

**19. Time of Essence.** Time shall be of the essence of this Subscription Agreement.

**20. Currency.** All dollar amounts referred to in this Subscription Agreement are in Canadian Dollars.

**21. Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Subscription Agreement.

**22. Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

**23. Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

**SCHEDULE A**

**ACCREDITED INVESTOR CONFIRMATION CERTIFICATE**

**TO BE COMPLETED BY ACCREDITED INVESTORS RESIDENT IN CANADA**

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

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

- (a) the Purchaser is resident in or otherwise subject to the securities laws of one of the Provinces of Canada;
- (b) the Purchaser is purchasing the Shares as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to National Instrument 46-106 – *Prospectus and Registration Exemptions* (“NI 45-106”);
- (c) the Purchaser is an “accredited investor” within the meaning of NI 45-106 on the basis that the undersigned fits within at least one of the categories of an “accredited investor” reproduced below beside which the undersigned placed its initials therefore indicating that the undersigned belongs to such category or categories;
- (d) the Purchaser was not created or is not used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below; and
- (e) upon execution of this Schedule A by the Purchaser, this Schedule A shall be incorporated into and form a part of the Subscription Agreement

*(initial or place a check mark as applicable)*

		<b>Initial</b>	<b>Check</b>
(a)	except in Ontario, a Canadian financial institution, or a Schedule III bank;		<input type="checkbox"/>
(a.1)	only in Ontario, a financial institution described below:		<input type="checkbox"/>
	(i) A bank listed in Schedule I, II or III to the <i>Bank Act</i> (Canada);		
	(ii) An association to which the <i>Cooperative Credit Associations Act</i> (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473 (1) of the <i>Securities Act</i> (Ontario);		
	(iii) A loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;		
(b)	the Business Development Bank incorporated under the <i>Business Development Bank of Canada Act</i> (Canada);		<input type="checkbox"/>





		Initial	Check
(c)	a subsidiary of any person referred to in paragraphs (a) or (b), and only in Ontario paragraph (a.1), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;		<input type="checkbox"/>
(d)	a person, registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, except only in Ontario, as otherwise prescribed by the regulations;		<input type="checkbox"/>
(e)	an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);		<input type="checkbox"/>
(e.1)	an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador);		<input type="checkbox"/>
(f)	the Government of Canada, and: (i) except in Ontario, the Government of a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada and: (ii) in Ontario, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada;		<input type="checkbox"/>
(g)	a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;		<input type="checkbox"/>
(h)	any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;		<input type="checkbox"/>
(i)	a pension fund that is regulated by: (i) except in Ontario, the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada; and (ii) only in Ontario, either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada;		<input type="checkbox"/>
(j)	an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000;		<input type="checkbox"/>
(j.1)	an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;		<input type="checkbox"/>
(k)	an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;		<input type="checkbox"/>
(l)	an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;		<input type="checkbox"/>

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		Initial	Check
(m)	a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;		<input type="checkbox"/>
(n)	an investment fund that distributes or has distributed its securities only to: <ul style="list-style-type: none"> <li>(i) a person that is or was an accredited investor at the time of the distribution;</li> <li>(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds]; or</li> <li>(iii) a person described in paragraph (i) or (ii) that acquires or acquired</li> </ul>		<input type="checkbox"/>
(o)	an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt;		<input type="checkbox"/>
(p)	a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;		<input type="checkbox"/>
(q)	a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;		<input type="checkbox"/>
(r)	a registered charity under the <i>Income Tax Act</i> (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;		<input type="checkbox"/>
(s)	an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;		<input type="checkbox"/>
(t)	a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;		<input type="checkbox"/>
(u)	an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;		<input type="checkbox"/>
(v)	a person that is recognized or designated as an accredited investor by: (i) except in Ontario or Quebec, the securities regulatory authority; (ii) only in Ontario, the Ontario Securities Commission; or Québec, the regulator;		<input type="checkbox"/>
(w)	a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse; or		<input type="checkbox"/>

(x)	only in Ontario, a person or company that is recognized or designated by the Ontario Securities Commission as an accredited investor.		<input type="checkbox"/>
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For the purposes of the foregoing terms in **bold**, the following definitions apply:

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

“**Canadian financial institution**” means

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

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

“**control person**” means any **person** that holds or is one of a combination of **persons**, acting in concert by virtue of an agreement, arrangement, commitment or understanding, that holds

- (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
- (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer.

“**director**” means

- (a) a member of the board of directors of a **company** or an individual who performs similar functions for a **company**, and
- (b) with respect to a **person** that is not a **company**, an individual who performs functions similar to those of a **director** of a **company**.

“**eligibility adviser**” means

- (a) a **person** that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
  - (i) have a professional, business or personal relationship with the issuer, or any of its **directors**, **executive officers**, **founders**, or **control persons**, and
  - (ii) have acted for or been retained personally or otherwise as an employee, **executive officer**, **director**, associate or partner of a **person** that has acted for or been retained by the issuer or any of its **directors**, **executive officers**, **founders** or **control persons** within the previous 12 months.

“**EVCC**” means an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the Employee Investment Act (British Columbia), R.S.B.C. 1996 c.112, and whose business objective is making multiple investments;

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

- (a) a chair, vice-chair or president,

- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production,

- (c) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
- (d) performing a policy-making function in respect of the issuer.

**“financial assets”** means

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

**“founder”** means, in respect of an issuer, a **person** who,

- (a) acting alone, in conjunction, or in concert with one or more **persons**, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the trade is actively involved in the business of the issuer.

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

**“investment fund”** means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an EVCC and a VCC;

**“non-redeemable investment fund”** means an issuer:

- (a) whose primary purpose is to invest money provided by its securityholders;
- (b) that does not invest for the purpose of
  - (i) exercising or seeking to exercise effective control of an issuer other than an issuer which is a mutual fund or a **non-redeemable investment fund**, or
  - (ii) being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a **non-redeemable investment fund**, and
- (c) that is not a mutual fund.

**“person”** includes

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

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

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



“**spouse**” means an individual who

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

“**VCC**” means a venture capital corporation registered under Part 1 of the Small Business Venture Capital Act (British Columbia), R.S.B.C. 1996 c.429 whose business objective is making multiple investments.

In National Instrument 45-106

- (a) an issuer is considered to be an “**affiliate**” of another issuer if one of them is the **subsidiary** of the other, or each of them is **controlled** by the same **person**.
- (b) a person (the “first person”) is considered to “**control**” another person (the “second person”) if
  - (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
  - (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
  - (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

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

DATED at \_\_\_\_\_ on \_\_\_\_\_, 2020.

\_\_\_\_\_

\_\_\_\_\_  
Name of Purchaser – please print

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Official Capacity – please print

Please print name of individual whose signature appears

above, if different from name of Purchaser printed above

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**APPENDIX A TO SCHEDULE A**

**Form 45-106F9**

*Form for Individual Accredited Investors*

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

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>1. About your investment</b>	
Type of securities: SHARES.	Issuer: ARGO GOLD INC.
Purchased from: ARGO GOLD INC.	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____ . <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	



<b>Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>For more information about this investment</b>	
Argo Gold Inc. 350 Bay Street, Suite 700 Toronto, ON M5H 2S6  Attention: Judy Baker Tel: (416) 786-7860 Email: <a href="mailto:jbaker@argogold.ca">jbaker@argogold.ca</a>	
<b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b>	



**SCHEDULE B**

**MINIMUM AMOUNT INVESTMENT STATUS CERTIFICATE**

**TO BE COMPLETED BY NON-INDIVIDUAL PURCHASERS THAT ARE SUBSCRIBING UNDER THE  
“MINIMUM AMOUNT INVESTMENT” EXEMPTION**

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

- (a) the Purchaser is not an individual;
- (b) the Purchaser or each Beneficial Purchaser is purchasing the Shares as principal (as defined in applicable Securities Laws) for its own account and not for the benefit of any other person;
- (c) the Shares have an acquisition cost to the Purchaser or each Beneficial Purchaser of not less than \$150,000, payable in cash at the Closing of the Offering;
- (d) the Shares are a security of a single issuer;
- (e) the Purchaser or each Beneficial Purchaser was not created nor is it being used solely to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Securities; and
- (f) upon execution of this Schedule B by the Purchaser, this Schedule B shall be incorporated into and form a part of the Subscription Agreement.

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

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Purchaser

\_\_\_\_\_  
Print Name and Title of Authorized Signing Officer

**SCHEDULE C**

**CONFIRMATION OF RELATIONSHIP**

**(For Purchasers who are NOT accredited investors but ARE a director, executive officer, control person or founder of the Company or a close personal friend, close business associate, spouse, parent, grandparent, sibling or child (or a parent, grandparent, sibling or child of a spouse) of a director, executive officer, control person or founder of the Company and are resident in Canada)**

The Purchaser represents and warrants to the Company that the Purchaser has read the following definitions from National Instrument 45-106 *Prospectus and Registration Exemptions* and certifies that the Purchaser has the relationship(s) to the Company or its **directors, executive officers, control persons** or **founders** by virtue of the Purchaser being:

*(initial one or more as applicable)*

- \_\_\_\_\_ (a) a **director, executive officer** or **control person** of the Company, or of an **affiliate** of the Company;
- \_\_\_\_\_ (b) a **spouse**, parent, grandparent, brother, sister or child of a **director, executive officer** or **control person** of the Company, or of an **affiliate** of the Company;
- \_\_\_\_\_ (c) a parent, grandparent, brother, sister or child of the **spouse** of a **director, executive officer** or **control person** of the Company, or of an **affiliate** of the Company;
- \_\_\_\_\_ (d) a **close personal friend** of a **director, executive officer** or **control person** of the Company, or of an **affiliate** of the Company;
- \_\_\_\_\_ (e) a **close business associate** of a **director, executive officer** or **control person** of the Company, or of an **affiliate** of the Company;
- \_\_\_\_\_ (f) a **founder** of the Company or a **spouse**, parent, grandparent, brother, sister, child, **close personal friend** or **close business associate** of a **founder** of the Company;
- \_\_\_\_\_ (g) a parent, grandparent, brother, sister, child of the **spouse** of a **founder** of the Company;
- \_\_\_\_\_ (h) a **person** of which a majority of the voting securities are beneficially owned by, or a majority of the **directors** are, **persons** described in paragraphs (a) to (g); or
- \_\_\_\_\_ (i) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons or companies described in paragraphs (a) to (g).

and if any of (b) through (i) is initialed, the **director, executive officer, control person** or **founder** is:

\_\_\_\_\_  
*(Print name of director, executive officer, control person or founder)*





For the purposes of the foregoing terms in **bold**, the definitions in Schedule I and the following guidance apply:

**“close business associate”** is an individual who has had sufficient prior business dealings with the **director, executive officer, founder or control person** to be in a position to assess their capabilities and trustworthiness.

An individual is not a close business associate solely because the individual is a current or former client or customer.

The relationship between the individual and the **director, executive officer, founder or control person** must be direct. For example, the exemption is not available for a close business associate of a close business associate of a **director, executive officer, founder or control person**.

**“close personal friend”** is an individual, including a family member not listed above, who has known the **director, executive officer, founder or control person** for a sufficient period of time to be in a position to assess their capabilities and trustworthiness.

An individual is not a close personal friend solely because the individual is a relative, a member of the same organization, association or religious group or a current or former client or customer.

The relationship between the individual and the **director, executive officer, founder or control person** must be direct. For example, the exemption is not available for a close personal friend of a close personal friend of the **director, executive officer, founder or control person**.

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

**DATED** at \_\_\_\_\_ on \_\_\_\_\_, 2020.

Name of Purchaser – please print

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Official Capacity – please print

\_\_\_\_\_  
Please print name of individual whose signature appears above, if different from name of Purchaser printed above



**APPENDIX A TO SCHEDULE C  
FORM 45-106F5**

**Risk Acknowledgement  
Saskatchewan Close Personal Friends and Close Business Associates**

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ \_\_\_\_\_ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or **close** business associate of \_\_\_\_\_ [state name], who is a \_\_\_\_\_ [state title - founder, director, executive officer or control person] of \_\_\_\_\_ [state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].

I acknowledge that I am purchasing based on my close relationship with \_\_\_\_\_ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

**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 Sign

Sign 2 copies of this document. Keep one copy for your records.

**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 may not receive any written information about the issuer or its business**

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

**You will not receive advice**

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>

APPENDIX B TO SCHEDULE C

FORM 45-106F12

Risk Acknowledgement Form for Family, Friend and Business Associate Investors

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

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER</b>	
<b>About your investment</b>	
Type of securities: SHARES	Issuer: ARGO GOLD INC.
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____ . <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	
<b>Family, friend or business associate status</b>	
You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:	<b>Your initials</b>
<p>A) You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p style="margin-left: 20px;"><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p style="margin-left: 20px;"><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p style="margin-left: 20px;"><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p style="margin-left: 20px;"><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p style="margin-left: 20px;"><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p style="margin-left: 20px;"><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	



B) You are a family member of _____ your relative either directly or through his or her spouse], who holds the following position _____ at the issuer or an affiliate of the issuer: _____  You are the _____ of that person or that person's spouse.  [Instruction: To qualify for this investment, you must be (a) the spouse of the person _____ above or (b) the parent, grandparent, listed brother, sister, child or grandchild of that person or that person's spouse.]	[Instruction: Insert the name of the person who is _____ .
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C) You are a close personal friend of _____ personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____  You have known that person for _____ years.	[Instruction: Insert the name of your close
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D) You are a close business associate of _____ business associate], who holds the following position at the issuer or an affiliate of _____ issuer: the _____ .  You have known that person for _____ years.	[Instruction: Insert the name of your close
--	---

**4. Your name and signature**

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.

First and last name (please print): \_\_\_\_\_

Signature: _____	Date: _____
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**SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE**

**5. Contact person at the issuer or an affiliate of the issuer**

[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]

By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: [check the box that applies]

family relationship as set out in section 3B of this form

close personal friendship as set out in section 3C of this form

close business associate relationship as set out in section 3D of this form

First and last name of contact person [please print]: \_\_\_\_\_

Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder): \_\_\_\_\_

Telephone: _____	Email: _____
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Signature: _____	Date: _____
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**SECTION 6 TO BE COMPLETED BY THE ISSUER**

**6. For more information about this investment**

Argo Gold Inc.  
350 Bay Street, Suite 700  
Toronto, ON M5H 2S6

Attention: Judy Baker  
Tel: (416) 786-7860  
Email: [jbaker@argogold.ca](mailto:jbaker@argogold.ca)

**For more information about prospectus exemptions, contact your local securities regulator.**  
[www.securities-administrators.ca](http://www.securities-administrators.ca)

**You can find contact information at**

Signature of executive officer of the issuer (other than the purchaser):

Date:



**SCHEDULE D**

**CERTIFICATE OF U.S. ACCREDITED INVESTOR**

**TO BE COMPLETED BY U.S. PURCHASERS**

**TO: ARGO GOLD INC.** (the “Company”)

*The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any below category, please contact your legal advisor before completing this form. All terms not otherwise defined are as defined in the Subscription Agreement.*

In connection with the purchase of Securities, the undersigned represents, warrants and certifies that:

1. The Purchaser, and if applicable, each Beneficial Purchaser, satisfies one or more of the categories of U.S. Accredited Investor set forth in Rule 501(a) of Regulation D, as indicated below (the Purchaser must initial the appropriate line(s)):

(a) \_\_\_\_\_ A natural person whose net worth, either individually or jointly with such person’s spouse, at the time of the undersigned’s purchase, exceeds \$1,000,000 (**Instruction:** For purposes of calculating net worth: (1) one’s primary residence shall not be included as an asset; (2) indebtedness that is secured by the primary residence, up to the estimated fair market value of the primary residence at the time of the sale of Securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of Securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (3) indebtedness that is secured by the primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability);

(b) \_\_\_\_\_ A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

\_\_\_\_\_ (c) A bank as defined in Section 3(a)(2) of the U.S. Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity;

(d) \_\_\_\_\_ A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

(e) \_\_\_\_\_ An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act;

(f) \_\_\_\_\_ An investment company registered under the United States Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

\_\_\_\_\_ (g) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958;

\_\_\_\_\_ (h) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;

\_\_\_\_\_ (i) An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit

plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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- \_\_\_\_\_ (j) A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended;
- \_\_\_\_\_ (k) An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;
- \_\_\_\_\_ (l) A director or executive officer of the Company;
- \_\_\_\_\_ (m) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in Securities; or
- (n) \_\_\_ An entity in which all of the equity owners qualify as U.S. Accredited Investors under any of the above subparagraphs.

2. Indicate which of the following properly describes the Purchaser:

- \_\_\_\_\_ (a) Individual
- \_\_\_\_\_ (b) Limited Partnership
- \_\_\_\_\_ (c) General Partnership
- \_\_\_\_\_ (d) Corporation
- \_\_\_\_\_ (e) Revocable Trust
- (f) \_\_\_ Other Type of Trust (indicate type of trust: \_\_\_\_\_ )
- (g) \_\_\_ Other form of organization (indicate form of organization: \_\_\_\_\_ )

3. If the Purchaser is not an individual, indicate the approximate date the Purchaser was formed as an entity: \_\_\_\_\_ .

**All monetary references in this Schedule B are in United States Dollars**

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

**DATED** at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Purchaser – please print

Authorized Signature

\_\_\_\_\_  
Official Capacity – please print

\_\_\_\_\_  
Please print name of individual whose signature appears above, if different from name of Purchaser printed above



**SCHEDULE E**

**CERTIFICATE OF NON-CANADIAN SUBSCRIBERS  
(OTHER THAN U.S. SUBSCRIBERS)**

**TO: ARGO GOLD INC. (the “Corporation”)**

The undersigned (the “**Subscriber**”), on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, further represents, warrants and covenants to and with the Corporation (and acknowledges that the Corporation is relying thereon) that it is, and (if applicable) any beneficial purchaser for whom it is contracting hereunder is, a resident of, or otherwise subject to, the securities legislation of a jurisdiction other than Canada or the United States, and:

- (a) the Subscriber is, and (if applicable) any other purchaser for whom it is contracting hereunder, is:
  - (i) a purchaser that is recognized by the securities regulatory authority in the jurisdiction in which it is, and (if applicable) any other purchaser for whom it is contracting hereunder is, resident or otherwise subject to the securities laws of such jurisdiction, as an exempt purchaser and is purchasing the Shares as principal for its, or (if applicable) each such other purchaser’s, own account, and not for the benefit of any other person; or
  - (ii) a purchaser which is purchasing Shares pursuant to an exemption from any prospectus or securities registration requirements available to the Corporation, the Subscriber and any such other purchaser under applicable securities laws of their jurisdiction of residence or to which the Subscriber and any such other purchaser are otherwise subject to;
- (b) the purchase of Shares by the Subscriber, and (if applicable) each such other purchaser, does not contravene any of the applicable securities laws in such jurisdiction and does not trigger: (i) any obligation to prepare and file a prospectus, an offering memorandum or similar document, or any other ongoing reporting requirements with respect to such purchase or otherwise; or (ii) any registration or other obligation on the part of the Corporation; and
- (c) the Subscriber, and (if applicable) any other purchaser for whom it is contracting hereunder, will not sell or otherwise dispose of any Shares or securities underlying such Shares, except in accordance with applicable securities laws in Canada and the United States, and if the Subscriber, or (if applicable) such beneficial purchaser sells or otherwise disposes of any Shares or securities underlying such Shares to a person other than a resident of Canada or the United States, as the case may be, the Subscriber, and (if applicable) such beneficial purchaser, will obtain from such purchaser representations, warranties and covenants in the same form as provided in this Schedule “E” and shall comply with such other requirements as the Corporation may reasonably require.

Upon execution of this Certificate by the Subscriber, this Certificate shall be incorporated into and form a part of the subscription agreement to which this Certificate is attached (the “**Subscription Agreement**”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Subscription Agreement.

DATED \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Subscriber

By: \_\_\_\_\_  
Signature

\_\_\_\_\_



