

## SUBSCRIPTION FOR UNITS

**TO: PREVENT HEALTH CARE INTERNATIONAL LIMITED (the "Issuer")**

The undersigned (the "**Subscriber**") irrevocably subscribes for and agrees to purchase the number of units ("**Units**") set out below, each Unit consisting of one common share in the capital of the Issuer ("**Common Share**") and one half common share purchase warrant, with the terms and conditions set out below for the subscription price of **\$0.25 per Unit** representing the aggregate consideration set out below (the "**Subscription Amount**"), upon and subject to the terms and conditions set out in the attached "General Provisions" (together with this page and the attached schedules, the "**Subscription Agreement**"). The Subscriber agrees that the Issuer (and its legal counsel) may rely upon the representations, warranties, and covenants of the Subscriber contained in this Subscription Agreement.

	<b>Number of Units:</b> _____
Full Legal Name of Subscriber (please print)  By: _____ (Authorized Signature)	<b>Aggregate Subscription Amount: \$</b> _____ <b>(Price per Unit multiplied by the number of Units subscribed for under this Subscription Agreement)</b>
_____ (Official Capacity or Title - please print)	<b>If the Subscriber is signing as agent for a principal, and is not deemed to be purchasing as principal under NI 45-106 (as defined in this Subscription Agreement) by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it and in each case satisfying the criteria set out in NI 45-106, complete the following and ensure that the applicable Exhibit(s) are completed on behalf of each such principal ("Disclosed Beneficial Purchaser"):</b>  _____ (Name of Disclosed Purchaser)  _____ (Disclosed Principal's Address)  _____ (Disclosed Principal's Telephone Number and E-mail Address)
Name of Signatory (please print name of individual whose signature appears above if different than the name of the Subscriber)	
Subscriber's Address (including Postal Code)	
Telephone Number (including area code)	
E-mail Address	
<b><u>Register the Units as set out below:</u></b>	<b><u>Deliver the Units as set out below:</u></b>
_____ Name	_____ Name
_____ Account reference, if applicable	_____ Account reference, if applicable
_____ Address	_____ Contact Name
_____	_____ Address
	_____ Telephone Number (including area code)

**ACCEPTANCE:** The Issuer accepts the above subscription on the terms and conditions contained in this Subscription Agreement.

Dated \_\_\_\_\_

**PREVENT HEALTH CARE INTERNATIONAL LIMITED**

Per: \_\_\_\_\_

Subscription No.: \_\_\_\_\_

**SUBSCRIPTION AGREEMENT FOR UNITS OF  
PREVENT HEALTH CARE INTERNATIONAL LIMITED**

**INSTRUCTIONS TO THE SUBSCRIBER**

**DATE: FEBRUARY, 2018**

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THIS DOCUMENT CONTAINS A NUMBER OF FORMS REQUIRED BY SECURITIES LEGISLATION AND POLICY, SOME OF WHICH YOU MUST COMPLETE AND OTHERS NOT DEPENDING ON SEVERAL FACTORS. PLEASE READ THE FOLLOWING GUIDE CAREFULLY AS IT WILL ASSIST YOU IN COMPLETING THE SUBSCRIPTION AGREEMENT CORRECTLY. **THE SECURITIES OFFERED UNDER THIS SUBSCRIPTION AGREEMENT ARE HIGHLY SPECULATIVE. AN INVESTMENT IS APPROPRIATE ONLY FOR INVESTORS WHO HAVE THE CAPACITY TO ABSORB A LOSS OF SOME OR ALL OF THEIR INVESTMENT.**

- STEP 1        Enter the number of Units you are purchasing, your name, address, telephone number, e-mail address and registration instructions and sign this Subscription Agreement on the cover page.
- STEP 2        Please initial the category in section 7.1 that you are relying upon to subscribe to the Offering.
- STEP 3        If you are relying on category (e) in section 7.1 (close personal friend), you must complete and sign Schedule "A" - "Close Personal Friend Questionnaire".
- STEP 4        If you are relying on category (f) in section 7.1 (close business associate), you must complete and sign Schedule "B" - "Close Business Associate Questionnaire".
- STEP 5        If you are relying on category (h) in section 7.1 (Accredited Investor - as defined in National Instrument 45-106 or *Securities Act* (Ontario) generally a high net worth or high income investor), you must complete and sign Schedule C - "Accredited Investor Certificate", Appendix 2 attached to Schedule "C" and Appendix 3 attached to Schedule "C" if you are an individual.
- STEP 6        If you are a resident in an International Jurisdiction other than in the United States, please review section 7.1 for a category available to you and initial. Please complete and sign Schedule "A" - "Accredited Investor Certificate" if you are an "Accredited Investor", Appendix 2 attached to Schedule "C" and Appendix 3 attached to Schedule "C" if you are an individual.
- STEP 7        If you are a resident of Saskatchewan that is a close personal friend or a close business associate of a director, executive officer or a control person of the Issuer, you must complete and sign Schedule "D" - "Form 45-106F5 - Risk Acknowledgement".
- STEP 8        If you are subscribing in the United States or are a U.S. Person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended) you must be a U.S. fiduciary excluded from the definition of "U.S. Person" pursuant to Rule 902(k)(2)(i) of Regulation S or an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act - please complete and sign Schedule "E" - "U.S. Purchaser Certificate".

Please return the completed forms, Exhibits and Appendices, as applicable, together with the aggregate subscription funds to the Issuer, **PREVENT HEALTH CARE INTERNATIONAL LIMITED, Attention: Dwayne Sorobey**. Payment must be submitted in the form of a bank draft payable to **"PREVENT HEALTH CARE INTERNATIONAL LIMITED"**, or such other form of payment acceptable to the Issuer.

**All monetary amounts in this Subscription Agreement are in Canadian dollars.**

## GENERAL PROVISIONS

### 1. Definitions

- 1.1 (a) **"Accredited Investor"** means a Subscriber resident in Canada who is an accredited investor as defined in section 1.1 of NI 45-106 or under the *Securities Act* (Ontario) if the Subscriber is a resident in Ontario.
- (b) **"Applicable Securities Laws"** means the securities legislation having application and the rules, instruments, policies, notices and orders issued by applicable securities regulatory authorities having application over this Offering and the Issuer in the Qualifying Jurisdictions.
- (c) **"Closing"** means a completion of an issue and sale by the Issuer and the purchase by the Subscriber of the Units pursuant to this Subscription Agreement on the Closing Date. Closings may occur on one or more dates as the Issuer may determine in its sole discretion.
- (d) **"Closing Date"** means a day on which the Closing takes place, as the Issuer may determine.
- (e) **"Exemption(s)"** means the exemption(s) from the prospectus requirement under Applicable Securities Laws.
- (f) **"International Jurisdiction"** means a country other than Canada or the United States.
- (g) **"material change"** is as defined under Applicable Securities Laws.
- (h) **"material fact"** is as defined under Applicable Securities Laws.
- (i) **"misrepresentation"** is as defined under Applicable Securities Laws.
- (j) **"NI 45-106"** means National Instrument 45-106 – Prospectus Exemptions in the form adopted by the securities commissions in all provinces and territories of Canada (a copy is available online at [www.asc.ca](http://www.asc.ca)).
- (k) **"Offering"** means the sale by the Issuer of up to 12,000,000 Units of the Issuer on the terms set out in this Subscription Agreement. Notwithstanding the foregoing there is no minimum Offering and the Issuer reserves the right to increase or decrease the size of the Offering at its discretion. You may be the only Subscriber to the Offering.
- (l) **"person"** means and includes
- (i) an individual,
  - (ii) a corporation,
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
  - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.
- (m) **"Qualifying Jurisdictions"** means the provinces and territories of Canada other than Quebec.

- (n) **"Regulation D"** means Regulation D under the U.S. Securities Act.
- (o) **"Regulation S"** means Regulation S under the U.S. Securities Act.
- (p) **"Schedules"** means the schedules attached to this Subscription Agreement and forming part of this Subscription Agreement, and comprising of:
  - (i) "A" Close Personal Friend Questionnaire
  - (ii) "B" Close Business Associate Questionnaire
  - (iii) "C" Accredited Investor Certificate  
Appendix 1, Appendix 2 and Appendix 3
  - (iv) "D" Risk Acknowledgement Saskatchewan;
  - (v) "E" U.S. Purchaser Certificate; and
  - (vi) "F" Risk Acknowledgement - Blanket Order.
- (q) **"Securities"** means, collectively, the Shares, Warrants and Warrant Shares.
- (r) **"Share"** means a common share without par value in the capital of the Issuer.
- (s) **"Subscriber"** means the person or persons named as a Subscriber on the execution page of this Subscription Agreement and if more than one person is so named, means all of them jointly and severally.
- (t) **"Subscription Agreement"** or **"Agreement"** means this subscription agreement between the Subscriber and the Issuer, including all Schedules incorporated by reference, as it may be amended or supplemented from time to time.
- (u) **"Unit"** means a unit of the Issuer consisting of one Share and one half of a Warrant.
- (v) **"U.S. Accredited Investor"** means "Accredited Investor" as defined in Rule 501(a) of Regulation D.
- (w) **"U.S. Person"** means a U.S. Person as defined in Regulation S (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person.
- (x) **"U.S. Purchaser"** is (a) any "U.S. Person" as defined in Regulation S, (b) any person purchasing the Units on behalf of any "U.S. Person" or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber's buy order was made or this Agreement was executed or delivered.
- (y) **"U.S. Securities Act"** means the *Securities Act of 1933*, as amended, of the United States of America.

(z) **"United States"** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

(aa) **"Warrant"** means a whole transferable Share purchase warrant of the Issuer entitling the holder to purchase one Share at a price of \$0.40 per Share for a period of 24 months from the Closing Date.

(bb) **"Warrant Share"** means a Share to be issued upon exercise of a full Warrant.

1.2 Words and phrases which are used in this Subscription Agreement and all Schedules thereto and which are defined in NI 45-106 will have the meaning ascribed thereto in NI 45-106, unless otherwise specifically defined in section 1.1 of this Subscription Agreement.

## **2. Prospectus Exempt Subscription Commitment**

2.1 The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) irrevocably subscribes for and agrees to purchase from the Issuer, subject to the terms and conditions set out in this Subscription Agreement, that number of Units set out above the Subscriber's name on the execution page of this Subscription Agreement at the price of \$0.25 per Unit. This Subscription Agreement will be deemed to have been made and be effective only upon its acceptance by the Issuer.

2.2 The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) acknowledges and agrees that the Issuer reserves the right to reject this subscription for Units, in whole or in part, at any time prior to the Closing Date. Upon the Issuer's acceptance of this subscription, this Subscription Agreement will constitute an agreement for the purchase by the Subscriber from the Issuer, and for the Issuer to issue and sell to the Subscriber, the number of Units set out on the execution page and on the terms and conditions set out in this Subscription Agreement. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Issuer representing payment for the Units subscribed for under this Subscription Agreement will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund for that portion of the subscription for the Units which is not accepted will be promptly delivered to the Subscriber by the Issuer without interest or deduction.

## **3. Terms and Conditions of Subscription for Units of Prevent Health Care International Limited**

3.1 The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that there is no minimum number of Units that must be subscribed for under the Offering for the Offering to close and therefore the subscription amount tendered by the Subscriber may be releasable to the Issuer on the Closing Date notwithstanding the number of Units issued pursuant to the Offering. The Subscriber may be the sole participant in the Offering.

3.2 Each Unit consists of one Share and one half of a transferable (subject to Applicable Securities Laws) Warrant.

3.3 Each whole Warrant shall entitle the holder to purchase one Share at a price of \$0.40 per Share for a period of 24 months following the Closing Date.

3.4 The Warrants will be governed by the terms and conditions set out in the certificate representing the Warrants (the **"Warrant Certificates"**) delivered at Closing. The Warrant Certificate will contain, among other things, provision for the appropriate adjustment in a class, number and exercise price of the Warrant Shares upon the occurrence of certain events, including any subdivision, consolidation or re-classification of the common shares of the Issuer or payments of stock dividends or upon the merger or re-organization of the Issuer.

#### **4. Closing**

- 4.1 Prior to Closing, the Subscriber will deliver to the offices of the Issuer, not later than five business days prior to the Closing Date, the aggregate Subscription Amount and subscription documents completed in accordance with the instructions on the page entitled "Instructions to Subscriber". Alternatively, the Subscriber will deliver certified funds to the Issuer against concurrent delivery by the Issuer of certificates representing the Shares and Warrants. On request by the Issuer, the Subscriber agrees to complete and deliver any other documents, questionnaires, notices and undertakings as may possibly be required by regulatory authorities and Applicable Securities Laws to complete the transactions contemplated by this Agreement. Closing will occur on the Closing Date at which time certificates representing the Shares and Warrants will be available against payment of funds as agreed to and determined by the Issuer. The Subscriber waives receiving any prior notice of Closing.
- 4.2 Closing is subject to certain conditions, including the following:
- (a) the Subscriber having duly completed, signed, and delivered to the Issuer a copy of this Subscription Agreement, together with the aggregate Subscription Amount and all signed Schedules and Appendices and other documents required by Applicable Securities Laws;
  - (b) the sale of the Units is exempt from the prospectus requirement under the Applicable Securities Laws relating to the sale of the Units; and
  - (c) the Subscriber's representations and warranties given in this Subscription Agreement remain true and correct as at the Closing Date.

#### **5. Privacy Legislation**

- 5.1 The Subscriber acknowledges and consents to the fact that the Issuer and its counsel are collecting the Subscriber's (and any beneficial purchaser for which the Subscriber is contracting under this Subscription Agreement) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the Personal Information Protection and *Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Subscriber's subscription. The Subscriber acknowledges and consents to the Issuer and its counsel retaining the personal information for so long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact that the Issuer and its counsel may be required by Applicable Securities Laws, and/or Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any beneficial purchaser for which the Subscriber is contracting hereunder). The Subscriber 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 Subscriber is contracting. In addition to the foregoing, the Subscriber agrees and acknowledges that the Issuer and its counsel may use and disclose the Subscriber's personal information, or that of each beneficial purchaser for whom the Subscriber are contracting hereunder, as follows:
- (a) for internal use with respect to managing the relationships between and contractual obligations of the Subscriber and Issuer and counsel, or any beneficial purchaser for whom the Subscriber is contracting hereunder;
  - (b) for use and disclosure to the Issuer's transfer agent and registrar, if applicable;
  - (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;

- (d) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to applicable reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the Issuer and its counsel in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Subscription Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

The Subscriber further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Issuer, including information about the Subscriber, the Subscriber's address and contact information, and the Subscriber's subscription. The Subscriber acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Subscriber acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-3682, Facsimile: (416) 593-8252.

The Subscriber consents to the collection of personal information by the Ontario Securities Commission.

## **6. Subscriber's Acknowledgements – Regarding Risk, Restrictions, Independent Advice and Advancement of Subscription Proceeds to the Issuer**

6.1 The Subscriber represents and warrants and acknowledges and agrees with (on its own behalf and, if applicable, on behalf of each beneficial purchaser for whom the Subscriber is contracting under this Subscription Agreement) the Issuer and its counsel (and acknowledges that the Issuer and its counsel are relying thereon) that:

- (a) the Subscriber has relied solely upon this Subscription Agreement, not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Issuer or its counsel;
- (b) no prospectus has been filed by the Issuer with any securities commission or similar authority, in connection with the issuance of the Securities, and the issuance and the sale of the Securities is subject to such sale being exempt from the prospectus requirement under Applicable Securities Laws and accordingly:
  - (i) the Subscriber is restricted from using certain of the civil remedies available under such legislation;
  - (ii) the Subscriber may not receive information that might otherwise be required to be provided to it under such legislation; and
  - (iii) the Issuer is relieved from certain obligations that would otherwise apply under such legislation;

- (c) the Subscriber (or others for whom the Subscriber is contracting under this Subscription Agreement) has been advised to consult its own legal advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions and it (or others for whom it is contracting hereunder) is solely responsible (and the Issuer and is in no way responsible) for compliance with applicable resale restrictions;
- (d) without limitation, no representation, guarantee or warranty has been made or given to the Subscriber by the Issuer or its respective officers, agents or employees or any other person, expressly or by implication, as to:
  - (i) the approximate or exact length of time that the Subscriber will be required to remain as an investor in the Issuer;
  - (ii) the financial viability of the business of the Issuer; or
  - (iii) the future profitability of the business of the Issuer;
- (e) the offer made by this Subscription Agreement is irrevocable (subject to the right of the Issuer to terminate this Subscription Agreement) and requires acceptance by the Issuer;
- (f) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer and the Subscriber waives any requirement on the Issuer's behalf to communicate immediately its acceptance of this Subscription Agreement to the Subscriber;
- (g) the Securities are highly speculative investments which involve a substantial degree of risk and the Subscriber may lose its entire investment in the Securities;
- (h) the Subscriber is sophisticated in financial investments, has had access to and has received all such information concerning the Issuer that the Subscriber has considered necessary in connection with the Subscriber's investment decision and the Subscriber will not receive an offering memorandum or similar disclosure document;
- (i) the subscription proceeds will be available to the Issuer on Closing and this subscription is not conditional on any other subscription completing;
- (j) the Subscriber acknowledges that the Issuer may complete additional financings in the future which may have a dilutive effect on existing shareholders at such time, including the Subscriber;
- (k) no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, the Securities; and
- (l) the Issuer and its counsel will rely on the representations and warranties made in this Subscription Agreement or otherwise provided by the Subscriber to the Issuer in completing the sale and issue of the Units to the Subscriber.

## **7. Subscriber's Exemption Status**

- 7.1 **Subscriber in Canada.** If the Subscriber is a resident of Canada, the Subscriber, by its execution of this Subscription Agreement, further represents, warrants to, and covenants with, the Issuer and its counsel (which representations, warranties and covenants will survive the Closing of the Offering) that the Subscriber (on its own behalf and if applicable, on behalf of



each beneficial purchaser for whom the Subscriber is contracting under this Subscription Agreement) is purchasing the Units as principal for its own account (or is deemed to be purchasing as principal under NI 51-106), it is purchasing such Units not for the benefit of any other person, and not with a view to the resale or distribution of the Units and one of the following categories and/or the private issuer Exemption applies to the Subscriber and if applicable, each beneficial purchaser for whom the Subscriber is contracting under this Subscription Agreement:

(i) The Subscriber is [please initial the appropriate category]:

- \_\_\_\_\_ (a) a director, officer, employee, founder or control person of the Issuer;
- \_\_\_\_\_ (b) a director, officer or employee of an affiliate of the Issuer;
- \_\_\_\_\_ (c) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer, founder or control person of the Issuer;
- \_\_\_\_\_ (d) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer, founder or control person of the Issuer;
- \_\_\_\_\_ (e) a close personal friend of a director, executive officer or control person of the Issuer;
- \_\_\_\_\_ (f) a close business associate of a director, executive officer, founder or control person of the Issuer;
- \_\_\_\_\_ (g) a security holder of the issuer;
- \_\_\_\_\_ (h) an accredited investor;
- \_\_\_\_\_ (i) 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 (h), or
- \_\_\_\_\_ (j) a person that is not the public.

(ii) If you are relying on category (e) (close personal friend), you must complete and sign Schedule "A" - "Close Personal Friend Questionnaire".

(iii) If you are relying on category (f) (close business associate), you must complete and sign Schedule "B" - "Close Business Associate Questionnaire".

(iv) If you are relying on category (h) (Accredited Investor) you must complete and sign Schedule "C" - "Accredited Investor Certificate" and Appendix 2 attached to Schedule "A" if you are an individual.

7.2 **Subscriber Outside of Canada.** If the Subscriber is resident in an International Jurisdiction or in the United States, it certifies in particular that it is not resident in British Columbia or Alberta and further acknowledges and certifies that:

- (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units or the Securities;
- (b) there is no government or other insurance covering the Units or the Securities;

- (c) there are risks associated with the purchase of the Units;
- (d) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to determine what those restrictions are and to comply with them before selling the Securities;
- (e) the Issuer has advised the Subscriber that the Issuer is relying on an Exemption from the requirements to provide the Subscriber with a prospectus and, as a consequence of acquiring securities pursuant to this Exemption, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (f) the Subscriber is knowledgeable of securities legislation having application or jurisdiction over the Subscriber and the Offering (other than the laws of Canada and the United States) which would apply to this Subscription Agreement;
- (g) the Subscriber is purchasing the Units pursuant to Exemptions from any prospectus, registration or similar requirements under the laws of that International Jurisdiction and or, if such is not applicable, the Subscriber is permitted to purchase the Units, and the Issuer has no filing obligations in the International Jurisdiction;
- (h) no laws in the International Jurisdiction require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
- (i) the Units are being acquired for investment only and not with a view to resale and distribution within the International Jurisdiction.

7.3 **Additional Representations Applicable to U.S. Purchasers.** If the Subscriber is a U.S. Purchaser, the Subscriber represents and warrants either:

- (a) the Subscriber is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of "U.S. Person" pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; or
- (b) the Subscriber is a U.S. Person or is located in the United States and is a U.S. Accredited Investor, and is acquiring the Units for its own account or for the account of a U.S. Accredited Investor as to which it exercises sole investment discretion, to be held for investment only and not with a view to any resale, distribution or other disposition of the Units in violation of United States securities laws or applicable state securities laws; and

**IN EITHER CASE, the Subscriber has properly completed and duly executed a U.S. Purchaser Certificate attached to this Subscription Agreement as Schedule "E", and confirms the truth and accuracy of all statements made by the Subscriber in such certificate.**

7.4 **Other General Representations Applicable to All Subscribers.**

The Subscriber represents and warrants and acknowledges and agrees with (on its own behalf and, if applicable, on behalf of each beneficial purchaser for whom the Subscriber is contracting hereunder) the Issuer and its counsel (and acknowledges that the Issuer and its counsel are relying thereon) that:

- (a) the Subscriber has no knowledge of a "material fact" or "material change", as those terms are defined in this Subscription Agreement, in respect of the affairs of the Issuer that has not been generally disclosed to the public;
- (b) the Subscriber (and, if applicable, any beneficial purchaser for whom it is acting) is resident in the jurisdiction set out under the heading "Name and Address of Subscriber" on the execution page of this Subscription Agreement;
- (c) the Subscriber is of legal age and has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution of this Subscription Agreement on behalf of the Subscriber;
- (d) the entering into of this Subscription Agreement and the transactions contemplated by this Subscription Agreement do not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (e) the Subscriber has duly and validly authorized, executed and delivered this Subscription Agreement and understands it is intended to constitute a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (f) in connection with the Subscriber's investment in the Units, the Subscriber has not relied upon the Issuer for investment, legal or tax advice, and has, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel and tax advisers or has waived its rights thereto and the Subscriber is either experienced in or knowledgeable with regard to the affairs of the Issuer, or either alone or with its professional advisors is capable, by reason of knowledge and experience in financial and business matters in general, and investments in particular, of evaluating the merits and risks of an investment in the Units and is able to bear the economic risk of the investment and it can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment in the Units;
- (g) in the case of the purchase by the Subscriber of the Units as agent or trustee for a principal, the Subscriber is the duly authorized trustee or agent of such beneficial Subscriber with due and proper power and authority to execute and deliver, on behalf of such beneficial Subscriber, this Subscription Agreement and all other documentation in connection with the purchase of the Securities, to agree to the terms and conditions in this Subscription Agreement and therein set out and to make the representations, warranties, acknowledgements and covenants in this Subscription Agreement and therein contained, all as if such beneficial Subscriber were the Subscriber and is subscribing as principal for its own account and not for the benefit of any other person for investment only and not for resale and the Subscriber's actions as trustee or agent are in compliance with applicable law and the Subscriber and the beneficial Subscriber each acknowledge that the Issuer may be required by law to disclose to certain regulatory authorities the identity of the beneficial Subscriber of Purchased Securities;
- (h) no person has made to the Subscriber any written or oral representations:
  - (i) that any person will resell or repurchase the Units;
  - (ii) that any person will refund the purchase price for the Units;
  - (iii) as to the future price or value of the Units; or

- (iv) that the Units will be listed and posted for trading on a stock exchange or that application has been made to list and post the Units for trading on a stock exchange, other than the Shares and Warrant Shares on the Exchange;

**Not a person in the United States or a U.S. Person**

- (i) Unless the Subscriber completes the U.S. Purchaser Certificate set out in Schedule "E" (in which case the Subscriber represents, warrants and covenants to the Issuer as to the accuracy of all matters set out therein) in connection with a purchase of the Securities made in reliance on Regulation D, the Subscriber represents and warrants that:
  - (i) the Securities are not being acquired, directly or indirectly, for the account or benefit of a Person or a person in the United States and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or a person in the United States respecting:
    - (A) the transfer or assignment of any rights or interests in any of the Securities;
    - (B) the division of profits, losses, fees, commissions, or any financial stake in connection with this Subscription Agreement; or
    - (C) the voting of the Securities; and
  - (ii) the Subscriber has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;
  - (iii) the Subscriber represents that the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act;
  - (iv) the Subscriber is not a "U.S. Person" and is not purchasing the Securities for the account or benefit of any U.S. Person or a person in the United States or for offering, resale or delivery for the account or benefit of any U.S. Person or a person in the United States;
  - (v) the Subscriber was outside the United States at the time of execution and delivery of this Subscription Agreement within the meaning of Regulation S;
  - (vi) no offers to sell the Securities were made by any person to the Subscriber while the Subscriber was in the United States;
  - (vii) the Subscriber acknowledges that the Securities have not been registered under the U.S. Securities Act, and may not be offered or sold in the United States or to a U.S. Person unless an exemption from such registration requirements is available. The Subscriber understands that the Issuer has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities;
  - (viii) the Subscriber will not engage in any directed selling efforts (as defined by Regulation S under the U.S. Securities Act) in the United States in respect of the Securities, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of conditioning the market in the United States for the resale of the Securities;

- (ix) the Subscriber acknowledges that any person who exercises a Warrant will be required to provide to the Issuer, either:
  - (A) written certification that it is not a U.S. Person and that such Warrant is not being exercised within the United States or on behalf of, or for the account or benefit of; a U.S. Person; or
  - (B) a written opinion of counsel or other evidence satisfactory to the Issuer and its counsel, to the effect that the Warrant Shares have been registered under the U.S. Securities Act and applicable state securities laws or are exempt from registration thereunder;
- (j) the funds representing the aggregate subscription price for the Units which will be advanced by the Subscriber will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription, on a confidential basis, pursuant to such legislation. To the best of its knowledge, (a) none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (b) the Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith. Notwithstanding that the Subscriber may be purchasing the Units as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the identity of such undisclosed principal as may be required by the Issuer in order to comply with the foregoing;
- (k) the Subscriber will comply with Applicable Securities Laws and, if applicable, Regulation S concerning the resale of the Securities and all related restrictions (and the Issuer is not in any way responsible for such compliance) and will speak and consult with its own legal advisors with respect to such compliance;
- (l) the Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel or other advisors retained by the Subscriber) relating to the purchase of the Units will be borne by the Subscriber;
- (m) The representations, warranties and covenants of the Subscriber are made with the intent that they be relied upon by the Issuer in determining the suitability of the a purchaser of Units and the Subscriber agrees to indemnify, defend and hold the Issuer and its counsel harmless against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. The Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set out in this Subscription Agreement which takes prior to the Closing Date.

## **8. Covenants of the Issuer**

- 8.1 The Issuer covenants with each Subscriber that it will offer, sell, issue and deliver the Securities pursuant to Exemptions from the prospectus filing, registration or qualification requirements of Applicable Securities Laws and otherwise fulfill all legal requirements required to be fulfilled by the Issuer (including without limitation, compliance with all Applicable Securities Laws in connection with the Offering).

## 9. Resale Restrictions and Legending of Securities

- 9.1 The Subscriber acknowledges that any resale of the Securities will be subject to resale restrictions contained in the Applicable Securities Laws applicable to the Issuer, the Subscriber or any proposed transferee. Share certificates will include the following legend imprinted thereon:

***"The first trade in the securities represented by this certificate are subject to certain conditions set out in securities legislation."***

- 9.2 Certificates representing the Warrants will bear the following legends imprinted thereon

***"The first trade in the securities represented by this certificate are subject to certain conditions set out in securities legislation."***

***"The Warrants represented by this certificate will be void and of no value after 5:00 pm (Calgary time) on [24 months from the Closing Date]."***

- 9.3 If Subscriber is a U.S. Person or is located in the United States, in addition to the legends set forth in paragraphs 9.1 and 9.2 above, the certificates representing the Securities will bear a U.S. restrictive legend set out in Schedule "E".
- 9.4 The Subscriber is aware that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that the Securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Issuer has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities.

## 10. General

- 10.1 Time is of the essence hereof.
- 10.2 Neither this Subscription Agreement nor any provision hereof will 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.
- 10.3 The parties will execute and deliver all such further documents and instruments and do all such acts and things as may either before or after the execution of this Subscription Agreement be reasonably required to carry out the full intent and meaning of this Subscription Agreement.
- 10.4 This Subscription Agreement, any amendment, addendum, annex, exhibit, supplement or other document relating hereto, any dispute arising from or related hereto, and all related rights, duties and remedies shall be governed by and construed in accordance with the laws of the Province of Alberta, and the laws of Canada applicable in the Province of Alberta, governing contracts made and to be performed wholly therein, without reference to its principles governing the choice or conflict of laws, and the parties hereto and their successors in interest irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta, sitting in the City of Calgary, with respect to any dispute arising from or related to this Subscription Agreement.
- 10.5 This Subscription Agreement may not be assigned by any party to this Subscription Agreement.

- 10.6 The Issuer will be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, and acceptance by the Issuer of a facsimile copy of this Subscription Agreement will create a legal, valid and binding agreement between the Subscriber and the Issuer in accordance with its terms.
- 10.7 This Subscription Agreement may be signed by the parties in as many counterparts as may be deemed necessary, each of which so signed will be deemed to be an original, and all such counterparts together will constitute one and the same instrument.
- 10.8 This Subscription Agreement is deemed to be entered into on the acceptance date by Issuer, notwithstanding its actual date of execution by the Subscriber.
- 10.9 This Subscription Agreement, including, without limitation, the representations, warranties, acknowledgements and covenants contained herein, will survive and continue in full force and effect and be binding upon the parties notwithstanding the completion of the purchase of the Units by the Subscriber pursuant hereto, the completion of the issue of Units of the Issuer and any subsequent disposition by the Subscriber of the Shares or Warrants.
- 10.10 The invalidity or unenforceability of any particular provision of this Subscription Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.
- 10.11 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute, by common law, by the Issuer, by the Subscriber, or by anyone else. In the event that execution pages are delivered to the Issuer without this entire Agreement, the Issuer is entitled to assume that the Subscriber, and each beneficial purchaser for whom it is acting, has accepted all of the terms and conditions contained in the parts of this Subscription Agreement that are not returned, without amendment or modification.
- 10.12 All monetary amounts expressed in this Subscription Agreement are Canadian dollars.

[Schedules "A" to "E" Follow]

## **SCHEDULE "A"**

### **CLOSE PERSONAL FRIEND QUESTIONNAIRE**

**Please read the following information and complete the questions that follow:**

For purposes of the private issuer Exemption in section 2.4 of NI 45-106, a "close personal friend" of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment. The term "close personal friend" can include a family member who is not already specifically identified in the Exemptions if the family member satisfies the criteria described above.

Securities regulatory authorities consider the following factors as relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and
- (c) the number of "close personal friends" of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption.

An individual is not a close personal friend solely because the individual is:

- (d) a relative,
- (e) a member of the same club, organization, association or religious group,
- (f) a co-worker, colleague or associate at the same workplace,
- (g) a client, customer, former client or former customer,
- (h) a mere acquaintance, or
- (i) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

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

Securities regulatory authorities would not consider a relationship that is primarily founded on participation in an internet forum to be that of a close personal friend.

Subscribers relying on the "close personal friend" category must complete the following questions and the named director, executive officer, founder or control person must confirm the information by printing their name and initialing in the box next to their name:

1. Name of each director, executive officer, founder or control person of the Corporation with whom you (Subscriber) are a close personal friend:

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SCHEDULE "A"  
CLOSE PERSONAL FRIEND QUESTIONNAIRE

2

☐ **confirmed by** \_\_\_\_\_  
Print name

2. What is the nature of your relationship with the person or persons identified in 1 above?

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☐ **confirmed by** \_\_\_\_\_  
Print name

3. What is the length of your relationship with the person or persons identified in 1 above?

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☐ **confirmed by** \_\_\_\_\_  
Print name

**SCHEDULE "B"**  
**CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE**

Please read the following information and complete the questions that follow:

For the purposes of the private issuer Exemption in section 2.4 of NI 45-106, a "close business associate" is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

Securities regulatory authorities consider the following factors as relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances,
- (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and
- (d) the number of "close business associates" of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer Exemption.

An individual is not a close business associate solely because the individual is:

- (a) a member of the same club, organization, association or religious group,
- (b) a co-worker, colleague or associate at the same workplace,
- (c) a client, customer, former client or former customer,
- (d) a mere acquaintance, or
- (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

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 of the issuer.

Securities regulatory authorities would not consider a relationship that is primarily founded on participation in an internet forum to be that of a close business associate.

Subscribers relying on the "close business associate" category must complete the following questions and the named director, executive officer, founder or control person must confirm the information by printing their name and initialing in the box next to their name:

1. Name of each director, executive officer, founder or control person of the Corporation with whom you are a close business associate:

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SCHEDULE "B"  
CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE

2

☐ **confirmed by** \_\_\_\_\_  
Print name

2. What is the nature of your relationship with the person or persons identified in 1 above?

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☐ **confirmed by** \_\_\_\_\_  
Print name

3. What is the length of your relationship with the person or persons identified in 1 above?

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☐ **confirmed by** \_\_\_\_\_  
Print name

## **SCHEDULE "C"**

### **ACCREDITED INVESTOR CERTIFICATE**

(To be completed by Accredited Investors only)

**TO: PREVENT HEALTH CARE INTERNATIONAL LIMITED (the "Issuer")**

**NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW.**

**Accredited Investor** (defined in National Instrument 45-106) means:

- \_\_\_\_\_ (a) a Canadian financial institution, or a Schedule III bank; or
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- \_\_\_\_\_ (c) a subsidiary of any person referred to in paragraphs (a) or (b). 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; or
- \_\_\_\_\_ (d) a person registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador); or
- \_\_\_\_\_ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d); or
- \_\_\_\_\_ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, Agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada; or
- \_\_\_\_\_ (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 Quebec; or
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government or in any foreign jurisdiction, or any Agency of that government; or
- \_\_\_\_\_ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada; or
- \_\_\_\_\_ (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; or
- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; or

*(Note: if individual accredited investors wish to purchase through wholly-owned*

SCHEDULE "C  
ACCREDITED INVESTOR CERTIFICATE  
(To be completed by Accredited Investors only)

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*holding companies or similar entities, such purchasing entities must qualify under paragraph (I) below, which must be initialed.)*

- \_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000; or
- \_\_\_\_\_ (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; or
- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to:
  - (i) a person that is or was an accredited investor at the time of the distribution, or
  - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 or 2.19 of National Instrument 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106; or
- \_\_\_\_\_ (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; or
- \_\_\_\_\_ (p) A trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (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; or
- \_\_\_\_\_ (q) A person acting on behalf of a fully managed account managed by that person, if that person
  - (i) is registered or authorized to carry on business as an advisor or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
  - (ii) in Ontario, is purchasing a security that is not a security of an investment fund; or
- \_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility advisor or an advisor registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded; or
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraph (a) to (d) or paragraph \*i) in form and function; or

SCHEDULE "C  
ACCREDITED INVESTOR CERTIFICATE  
(To be completed by Accredited Investors only)

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- \_\_\_\_\_ (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 (as defined in National Instrument 45-106); or

*(Note: if you are purchasing as an individual accredited investor paragraphs (j), (k) or (l) above must be initialled rather than paragraph (t))*

- \_\_\_\_\_ (u) an investment fund that is advised by a person registered as an advisor or a person that is exempt from registration as an advisor; or

- \_\_\_\_\_ (v) A person that is recognized or designated by the securities regulatory authority or, except in Ontario or Quebec, the regulator as an accredited investor.

## APPENDIX 1 TO SCHEDULE "C"

### DEFINITIONS RELEVANT TO QUALIFICATIONS AS AN ACCREDITED INVESTOR

- (a) **"Canadian financial institution"** means
  - (i) 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 the Cooperative Credit Associations Act (Canada), or
  - (ii) 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;
- (b) **"control person"** has the meaning ascribed to that term in securities legislation except in Manitoba, Ontario, Quebec, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories and Nunavut where "control person" means any person that holds or is one of a combination of persons that hold
  - (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
  - (ii) 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 that issuer;
- (c) **"eligibility adviser"** means
  - (i) 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
  - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practising 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:
    - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
    - (B) 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 24 months;
- (d) **"executive officer"** means, for an issuer, an individual who is
  - (i) a chair, vice-chair or president,

APPENDIX 1 TO SCHEDULE "C"  
DEFINITIONS RELEVANT TO QUALIFICATIONS AS AN ACCREDITED INVESTOR

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- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
  - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
  - (iv) performing a policy-making function in respect of the issuer;
- (e) **"financial assets"** means cash, securities or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (f) **"founder"** means, in respect of an issuer, a person who,
  - (i) 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
  - (ii) at the time of the trade is actively involved in the business of the issuer;
- (g) **"fully managed account"** means an account of a client 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;
- (h) **"investment fund"** has the meaning ascribed thereto in National Instrument 81-106 - Investment Fund Continuous Disclosure;
- (i) **"person"** includes
  - (i) an individual,
  - (ii) a corporation,
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
  - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (j) **"related liabilities"** means
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
  - (ii) liabilities that are secured by financial assets.
- (k) **"spouse"** means, an individual who,
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or



APPENDIX 1 TO SCHEDULE "C"  
DEFINITIONS RELEVANT TO QUALIFICATIONS AS AN ACCREDITED INVESTOR

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- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) immediately above or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and
- (l) "**subsidiary**" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

*Affiliated Entities and Control*

1. An issuer is considered to be an affiliate of another issuer if one of them is a subsidiary of the other, or if each of them is controlled by the same person.
2. A person (first person) is considered to control another person (second person) if
  - (ii) 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 the first person holds the voting securities only to secure an obligation,
  - (iii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests in the partnership, or
  - (iv) the second person is a limited partnership and the general partner of the limited partnership is the first person.

All monetary references are in Canadian dollars

**APPENDIX 2 TO SCHEDULE "C"**  
**ACCREDITED INVESTOR QUESTIONNAIRE**

The Subscriber understands that the Corporation is relying upon the accuracy and completeness of the information provided in this Questionnaire in order to determine whether the Subscriber qualifies for the accredited investor category, in compliance with NI 45-106.

**ACCORDINGLY, THE SUBSCRIBER IS OBLIGATED TO READ THE QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED IN THIS QUESTIONNAIRE COMPLETELY AND ACCURATELY.**

The Subscriber understands that this Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of securities. The Subscriber also understands that the Subscriber may be required to furnish additional information.

**PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING THIS QUESTIONNAIRE.**

Unless instructed otherwise, the Subscriber must answer each question on the Questionnaire. If the answer to a particular question is "None" or "Not Applicable", please so state. If the Questionnaire does not provide sufficient space to answer a question, please attach a separate schedule to your executed Questionnaire that indicates which question is being answered thereon.

**1. Employment and Business Experience**

Present occupation: \_\_\_\_\_

Name and type of business currently or previously employed by or owned: \_\_\_\_\_

Present or previous title or position: \_\_\_\_\_

**2. Financial Information**

If relying on category 1(k) of Schedule "C" (Accredited Investor Certificate) your annual net income before taxes (all sources):

Most recent calendar year:    ☐ Less than \$49,999    ☐ \$50,000 - \$99,999    ☐ \$100,000 - \$149,999

☐ \$150,000 - \$199,999    ☐ \$200,000 - \$299,999    ☐ \$300,000 - \$399,999

☐ \$400,000 - \$500,000    ☐ Greater than \$500,000

Prior calendar year:    ☐ Less than \$49,999    ☐ \$50,000 - \$99,999    ☐ \$100,000 - \$149,999

☐ \$150,000 - \$199,999    ☐ \$200,000 - \$299,999    ☐ \$300,000 - \$399,999

☐ \$400,000 - \$500,000    ☐ Greater than \$500,000

If relying on category 1(k) of Schedule "C" and your annual net income before taxes (all sources), is less than or equal to \$200,000 in each of the 2 most recent calendar years, your spouse's annual net income before taxes (all sources):

Most recent calendar year:    ☐ Less than \$49,999    ☐ \$50,000 - \$99,999

☐ \$100,000 - \$149,999    ☐ \$150,000 - \$199,999    ☐ \$200,000 - \$299,999

☐ \$300,000 - \$399,999    ☐ \$400,000 - \$500,000    ☐ Greater than \$500,000

APPENDIX 2 TO SCHEDULE "C"  
ACCREDITED INVESTOR QUESTIONNAIRE

2

Prior calendar year:    ☐ Less than \$49,999    ☐ \$50,000 - \$99,999    ☐ \$100,000 - \$149,999

☐ \$150,000 - \$199,999    ☐ \$200,000 - \$299,999    ☐ \$300,000 - \$399,999

☐ \$400,000 - \$500,000    ☐ Greater than \$500,000

If relying on category 1(j) of Schedule "C" your estimated financial assets net of related liabilities:

☐ Less than \$249,999    ☐ \$250,000 - \$499,999    ☐ \$500,000 - \$749,999

☐ \$750,000 - \$1,000,000    ☐ \$1,000,001 - \$3,000,000    ☐ \$3,000,001 - \$5,000,000

☐ Greater than \$5 million

If relying on category 1(j) of Schedule "C" and your estimated financial assets net of related liabilities is less than or equal to \$1,000,000, your spouse's estimated financial assets net of related liabilities:

☐ Less than \$249,999    ☐ \$250,000 - \$499,999    ☐ \$500,000 - \$749,999

☐ \$750,000 - \$1,000,000    ☐ \$1,000,001 - \$3,000,000    ☐ \$3,000,001 - \$5,000,000

☐ Greater than \$5 million

**"financial assets"** means cash, securities or a contract of insurance, a deposit or evidence of deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a Subscriber's personal residence would not be included in a calculation of financial assets.

**"related liabilities"** means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or (ii) liabilities that are secured by financial assets.

If relying on category 1(l) of Appendix "A" of Exhibit 1 (Accredited Investor Categories) your estimated total net assets:

☐ Less than \$499,999    ☐ \$500,000 - \$999,999    ☐ \$1,000,000 - \$1,999,999

☐ \$2,000,000 - \$2,999,999    ☐ \$3,000,000 - \$3,999,999    ☐ \$4,000,000 - \$4,999,999

☐ \$5 million or more

If relying on (1)(l) of Schedule "C" and your estimated total net assets is less than \$5,000,000, your spouse's estimated total net assets:

☐ Less than \$499,999    ☐ \$500,000 - \$999,999    ☐ \$1,000,000 - \$1,999,999

☐ \$2,000,000 - \$2,999,999    ☐ \$3,000,000 - \$3,999,999    ☐ \$4,000,000 - \$4,999,999

☐ \$5 million or more

**"net assets"** means all of the Subscriber's total assets minus all of the Subscriber's total liabilities, and those of the Subscriber's spouse if the Subscriber's spouse's total net assets are being included to satisfy category 1(l) of the accredited investor definition. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a Subscriber's personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Subscriber's personal residence. To calculate a Subscriber's net assets, subtract the

APPENDIX 2 TO SCHEDULE "C"  
ACCREDITED INVESTOR QUESTIONNAIRE

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Subscriber's total liabilities from the Subscriber's total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security.

**Subscriber's Signature**

**Spouse's Signature (if applicable)**

\_\_\_\_\_  
Name: (Please type or print)

\_\_\_\_\_  
Name: (Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**APPENDIX 3 TO SCHEDULE "C"****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.**

**SECTION 1 TO BE COMPLETED BY ISSUER OR SELLING SECURITY HOLDER****1. ABOUT YOUR INVESTMENT**

Type of securities:

**Units of the Issuer (each consisting of one common share and one common share purchase warrant)**

Issuer:

**PREVENT HEALTH CARE  
INTERNATIONAL LIMITED****SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER****2. RISK ACKNOWLEDGEMENT**

This investment is risky. Initial that you understand that:

**Your  
initials****Risk of loss** – You could lose your entire investment of \$\_\_\_\_\_.**Liquidity risk** – You may not be able to sell your investment quickly – or at all.**Lack of information** – You may receive little or no information about your investment.**Lack of advice** – You may 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 [www.aretheyregistered.ca](http://www.aretheyregistered.ca).**3. ACCREDITED INVESTOR STATUS**

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.

**Your  
initials**

- Your net income before taxes was more than \$200,000 in each for 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 case and securities.

- Either alone or with your spouse, you may have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)

**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.

First and last name (please print):

Signature:

Date:

APPENDIX 3 TO SCHEDULE "C"  
FORM 45-106F9  
FORM FOR INDIVIDUAL ACCREDITED INVESTORS

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<b>SECTION 5 TO BE COMPLETED BY SALESPERSON</b>	
<b>5. 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>6. FOR MORE INFORMATION ABOUT THIS INVESTMENT</b>	
Please contact:	
<b>PREVENT HEALTH CARE INTERNATIONAL LIMITED</b> Dwayne Sorobey 45 Douglasview Circle SE Calgary, AB T2Z 2P4 dsorobey@icloud.com	
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>	

**Form instructions:**

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

**SCHEDULE "D"**  
**FORM 45-106F5**  
**(To be completed by Residents of Saskatchewan Only)**

**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.
- I will not be able to sell these securities for four 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 \_\_\_\_\_ [state name], who is a, \_\_\_\_\_ [state title -founder, director, executive officer or control person] [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 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

SCHEDULE "D"  
FORM 45-106F5  
(To be completed by Residents of Saskatchewan Only)

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- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority. 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.

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

**The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.**



## SCHEDULE "E"

### U.S. PURCHASER CERTIFICATE (To be completed by U.S. Purchasers)

**TO: PREVENT HEALTH CARE INTERNATIONAL LIMITED (the "Issuer")**

A "**U.S. Purchaser**" is (a) any "U.S. Person" as defined in Regulation S of the United States Securities and Exchange Commission, (b) any person purchasing the Units on behalf of any "U.S. Person" or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber's buy order was made or this Agreement was executed or delivered.

1. The Subscriber covenants, represents and warrants to the Issuer that (please place your initials on the appropriate line(s) with respect to (a) or (b)):

Initials \_\_\_\_\_ (a) it is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of "U.S. Person" pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; **OR**

Initials \_\_\_\_\_ (b) it is an "accredited investor" as defined in Regulation D by virtue of satisfying one or more of the categories indicated in Section 3 below.

2. If the Subscriber has initialled box 1(b) above, the Subscriber further covenants, represents and warrants to the issuer that:

- (a) it understands that the Securities have not been and will not be registered under the U.S. Securities Act, that the sale contemplated hereby is being made in reliance on the exemption from such registration requirement provided by Rule 506 of Regulation D, and/or Section 4(a)(2) of the U.S. Securities Act, and that as such, the Securities will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and the Subscriber is familiar with such rule and understands the resale limitations imposed thereby and the U.S. Securities Act;
- (b) it acknowledges that it has not purchased the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition, disposition or exercise of any of the securities. The Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such securities. In particular, no determination has been made whether the Issuer will be a "passive foreign investment company" ("**PFIC**") within the meaning of Section 1291 of the United States Internal Revenue Code, provided however, the Issuer agrees that it shall provide to the Subscriber, upon written request, all of the information that would be required for United States income tax reporting purposes by a United States security holder making an election to treat the Issuer as a "qualified electing fund" for the purposes of the United States Internal Revenue Code, should the Issuer or the Subscriber determine that the Issuer is a PFIC in any calendar year following the Subscriber's purchase of the Securities;

SCHEDULE "E"  
U.S. PURCHASER CERTIFICATE (To be completed by U.S. Purchasers)

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- (d) it understands and agrees that the financial statements of the Issuer have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, ("**GAAP**") and thus may not be comparable to financial statements of United States companies;
- (e) it understands and acknowledges that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, the certificates, or an ownership statement issued under a direct registration system or other electronic book-entry system, representing the Shares, and any Warrant Shares issued upon exercise of the Warrants, will bear a legend in substantially the following form:

**"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."**

provided, that if the Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act ("**Regulation S**"), the legends set out above in this Section 2(e) may be removed by providing a declaration to the registrar and transfer agent of the Issuer, as set out in Appendix "A" attached hereto (or in such other form as the Issuer may prescribe from time to time); and provided, further, that, if the Shares are being sold otherwise than in accordance with Rule 904 of Regulation S and other than to the Issuer, the legends may be removed by delivery to the registrar and transfer agent and the Issuer of an opinion of counsel of recognized standing in form and substance satisfactory to the Issuer that such legends are no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- (f) it understands and agreed that the certificates representing the Warrants, and all certificates issued in exchange therefore or in substitution thereof, shall bear the following legend:

**"THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES**

**ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.**

**THESE WARRANTS AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE WARRANTS MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE SHARES ISSUABLE UPON EXERCISE OF THESE WARRANTS HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."**

- (g) it consents to the Issuer making a notation on its records or giving instruction to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set out and described in this Subscription Agreement;
- (h) it understands and acknowledges that the Issuer is not obligated to remain a "foreign private issuer" as defined in Rule 405 of the United States Securities and Exchange Commission;
- (i) if an individual, it is a resident of the state or other jurisdiction listed in its address on the execution page of the Subscription Agreement, or if the Subscriber is not an individual, the office of the Subscriber at which the Subscriber received and accepted the offer to purchase the Issuer's Securities is the address listed on the execution page of the Subscription Agreement.
- (j) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment;
- (k) the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities;

SCHEDULE "E"  
U.S. PURCHASER CERTIFICATE (To be completed by U.S. Purchasers)

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- (l) it is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities in violation of the United States securities laws;
- (m) if it decides to offer, sell or otherwise transfer any of the Securities, it will not offer, sell or otherwise transfer any of such Securities directly or indirectly, unless
  - (i) the sale is to the Issuer;
  - (ii) the sale is made outside the United States in a transaction meeting the requirements of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;
  - (iii) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 or Rule 144A thereunder and in accordance with any applicable state securities or "Blue Sky" laws; or
  - (iv) the Securities are otherwise sold in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities;

and, in the case of clauses (iii) or (iv) above, it has prior to such sale furnished to the Issuer an opinion of counsel or other evidence of exemption in form and substance reasonably satisfactory to the Issuer;

- (n) it understands that the Issuer is not obligated to file and has no present intention of filing with the U.S. Securities and Exchange Commission or with any state securities administrators any registration statement in respect of resales of the Securities in the United States; and
  - (o) the funds representing the purchase price which will be advanced by the Subscriber to the Issuer hereunder will not represent proceeds of crime for the purposes of the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "**PATRIOT Act**"), and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to the subscription agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act. No portion of the purchase price to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber, and it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true and provide the Issuer with appropriate information in connection therewith.
3. If the Subscriber has initialed box 1(b) above, the Subscriber further covenants, represents and warrants to the Issuer that (please place your initials on the appropriate line(s) 1 through 8 below):
1. Initials Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (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

SCHEDULE "E"  
U.S. PURCHASER CERTIFICATE (To be completed by U.S. Purchasers)

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- \_\_\_\_\_ acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any 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 US\$5,000,000; any employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974 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 US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);
2.    Initials    Any private business development company as defined in Section 202(a)(22) of the  
\_\_\_\_\_ U.S. Investment Advisers Act of 1940;
3.    Initials    Any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code,  
\_\_\_\_\_ corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;
4.    Initials    Any trust with total assets in excess of US\$5,000,000, not formed for the specific  
\_\_\_\_\_ purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);
5.    Initials    A natural person whose individual net worth, or joint net worth with that person's  
\_\_\_\_\_ spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth, (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification 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 (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability);
6.    Initials    A natural person who had annual gross income during each of the last two full  
\_\_\_\_\_ calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7.    Initials    Any director or executive officer of the Issuer; or  
\_\_\_\_\_

SCHEDULE "E"  
U.S. PURCHASER CERTIFICATE (To be completed by U.S. Purchasers)

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8.    Initials      Any entity in which all of the equity owners meet the requirements of at least one of  
      \_\_\_\_\_      the above categories- if this category is selected you must identify each equity  
                         owner and provide statements from each demonstrating how they qualify as an  
                         accredited investor.

**ONLY U.S. PURCHASERS NEED TO COMPLETE AND SIGN**

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

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

\_\_\_\_\_  
Print the name of Subscriber

\_\_\_\_\_  
Print official capacity or title, if applicable

\_\_\_\_\_  
Print name of individual whose signature  
appears above if different than the name of the  
Subscriber printed above.

## APPENDIX "A" TO U.S. PURCHASER CERTIFICATE

### Form of Declaration for Removal of Legend

**TO: Registrar and transfer agent for the shares of PREVENT HEALTH CARE INTERNATIONAL LIMITED (the "Issuer")**

The undersigned (A) acknowledges that the sale of the \_\_\_\_\_ common shares in the capital of the Issuer represented by certificate number \_\_\_\_\_, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Issuer (except solely by virtue of being an officer or director of the Issuer) or a "distributor", as defined in Regulation S, or an affiliate of a "distributor"; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the TSX Venture Exchange or a designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged in any directed selling efforts in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

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

X \_\_\_\_\_  
Signature of individual (if Seller is an individual)

X \_\_\_\_\_  
Authorized signatory (if Seller is not an individual)

\_\_\_\_\_  
Name of Seller (please print)

\_\_\_\_\_  
Name of authorized signatory (please print)

\_\_\_\_\_  
Official capacity of authorized signatory (please print)

### **Affirmation by Seller's Broker-Dealer (Required for sales pursuant to Section (B)(2)(b) above)**

We have read the representations of our customer \_\_\_\_\_ (the "**Seller**") contained in the foregoing Declaration for Removal of Legend, dated \_\_\_\_\_, 20\_\_\_\_\_, with regard to the sale, for such Seller's account, of \_\_\_\_\_ common shares (the "Securities")

of the Issuer represented by certificate number \_\_\_\_\_. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we represent to you as follows:

1. no offer to sell Securities was made to a person in the United States;
2. the sale of the Securities was executed in, on or through the facilities of the TSX Venture Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
3. no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
4. we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Issuer shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Signatory