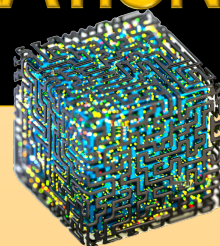


Δ N Aurum Dynamics Corporation Special Situations Strategy “Aurum A2”

COMMON SHARES of Δ N AURUM DYNAMICS CORPORATION

Subscription Agreement For Common Shares UNITED STATES OF AMERICA INVESTORS



*The new gold standard in
quantum computing, robotics
& artificial intelligence*



ΔN Aurum Dynamics Corporation

Artificial Intelligence

Robotics

Quantum Computing

Blockchain Technology

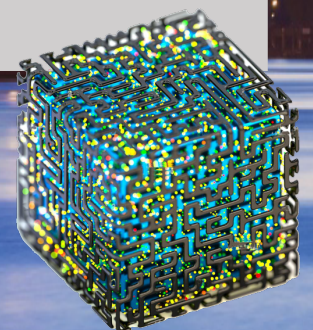
Venture Capital

Special Situations Investing



- **Bonds Aurum A2 listed on major exchange (Vienna Stock Exchange)**
- **More than 5 billion USD \$ in net assets**
- **Approx 600,000 USD in debts, owed to insiders**
- **No legal or administrative proceedings**

“Unprecedented computing power will change forever how the world economy functions. The next industrial revolution is upon us.”



SUBSCRIPTION AGREEMENT of AN AURUM DYNAMICS CORPORATION

SUBSCRIPTION AGREEMENT FOR COMMON SHARES (based on SEC rule Reg. D 506b and 506c and Reg. S.)

PLEASE FILL IN, SIGN OR INITIAL THE FIELDS MARKED IN RED!

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE LAWS OF ANY STATE OF THE UNITED STATES AND ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THIS PRIVATE OFFER RELIES ON AND IS BASED ON SEC rule Reg. D 506b and 506c and Reg. S..

4

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THESE SECURITIES MUST NOT TRADE THE SECURITIES BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) THE DISTRIBUTION DATE, AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN THE USA. A TERM OF 12 MONTHS MAY APPLY UNDER CERTAIN CIRCUMSTANCES. ALSO, THE COMPANY FOR THE YEAR 2023 MAY HAVE TO REGISTER AS REPORTING ISSUER WITH THE SEC AS ITS ASSETS ARE SIGNIFICANTLY ABOVE THE THRESHOLD OF 10 MILLION USD.

REQUIREMENTS TO SUBSCRIBE - Subscribers please note that to fulfill this subscription properly you must: (a) read this document carefully and acquire independent legal and investment advice as this document constitutes a binding legal document; (b) fill in the amount of securities subscribed for in the section "Amount Subscribed For" on page 2 below; (c) check off the appropriate exemption in Appendix "I" and sign Appendix "I"; (d) check off the appropriate exemption in Schedule "A" and sign Schedule "A"; (e) complete the signature and the missing information in the section "Subscription by Subscriber" on page 3 below; and (f) deliver this Subscription Agreement and payment, in accordance with the section "Amount Subscribed For" and "Method of Payment" on pages 2 & 3 below.

To: AN AURUM DYNAMICS CORPORATION (the "Company"), with the Delaware corporate number 4219753, and with an address for notice and delivery located at Suite 700, 601 Brickell Key, Miami, FL 33131, USA, email: soc@an.gold, web: <https://www.an.gold>.

The Company is offering to eligible investors, including the subscriber (the "Subscriber") entering into this subscription agreement (the "Subscription Agreement") with the Company, on an exempt private placement basis and on the terms of this Subscription Agreement, Common Shares of the Company (the "Common Shares") at a subscription as set out below.

This offering is not subject to the receipt of a minimum subscription amount and any received subscription monies may be placed into the Company's accounts and employed by the Company immediately upon receipt and prior to acceptance and issuance of any Common Shares. The Company offers, and the Subscriber accepts, the Common Shares on the terms and conditions as set forth in this Subscription Agreement. This Subscription Agreement includes, and is made specifically subject to the attached "Terms and Conditions of Subscription for Common Shares of An Aurum Dynamics Corporation", Schedule "A" and Appendix "I", which are incorporated herein as terms.

May 18, 2023



AMOUNT SUBSCRIBED FOR

The undersigned Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company that number of Common Shares set out below at a price per Common Share as mentioned below. The Subscriber agrees to be bound by the terms and conditions set forth in the attached “*Terms and Conditions of Subscription for Common Shares of An Aurum Dynamics Corporation*” including without limitation the representations, warranties and covenants set forth in Appendix “I” and Schedule “A” attached thereto. The Subscriber further agrees, without limitation, that the Company may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

****FIELDS MARKED IN RED FONT ARE OBLIGATORY AND MUST BE FILLED OUT, SIGNED OR INITIALED.***

Number of Common Shares _____ x CAD\$ _____ = Aggregate Subscription Price:
(please fill in number of Shares) (price per share)

The “Subscription Price”

Name of Subscriber: either individual or a legal entity (Beneficial Owner)

Name of Trustee, Fiduciary, Broker, etc acting on behalf of the Beneficial Owner

Account Reference (if applicable)

Per: _____

Authorized Signature

Official Capacity of the Signing Person (if the Subscriber is not an individual)

(Name of individual whose signature appears above, with number of government ID.)

(Subscriber’s Address, including Municipality and Province, and Country)

(Telephone Number)

(Fax Number)

(Email Address)

Complete Contact Details of Trustee, Fiduciary, Broker, etc acting on behalf of the Beneficial Owner:



Registration Instructions: Please specify to whom the Company shall register the Shares.

Delivery Instructions: Please specify how and where to deliver the Shares.

SUBSCRIPTION BY SUBSCRIBER

SUBSCRIBER STATEMENT – I, the Subscriber, have sought such independent counsel as I consider necessary and I have read this Subscription Agreement carefully and accept, agree and acknowledge the representations and terms thereof in full and without exception and agree that this Subscription Agreement constitutes the entire agreement between us and there are no collateral representations or agreements.

Dated at _____, **on this** _____ **day of** _____, **20**__.

REMEMBER: The Subscriber must also carefully read “*Terms and Conditions of Subscription for Common Shares of An Aurum Dynamics Corporation*” attached to this Subscription Agreement and complete and sign Appendix “I” and Schedule “A” to declare his/her/its exemption qualifying the Subscriber as an eligible purchaser.

Name of Subscriber [Please Print] _____

Subscriber’s Address _____

X _____

Signature _____

Subscriber’s Address _____

Name of Signatory (if different from Subscriber) _____

Telephone Number _____

Title of Signatory _____

e-mail address _____



METHOD OF PAYMENT – WIRE TRANSFER OR CHEQUE

Subscriptions for Common Shares will be made by wire transfer or cheque.

1. *Please wire your purchase funds to the Company’s bank account as follows:*

Citibank
100 Citibank Drive
San Antonio, TX 78245
USA
Telephone: +1 (877) 528-0990
Swift Code: CITIUS33
Account No.: 3290438117
Account Holder: AN Aurum Dynamics Corporation

OR

2. *Please send a cheque to the Company, made payable to “An Aurum Dynamics Corporation”*

AN Aurum Dynamics Corporation
601 Brickell Key
Suite 700
Miami, FL 33131 V6C3E2
USA
soc@an.gold, <https://www.an.gold>.

OR

3. payment in cash according to current FINTRAC respectively FINCEN regulations.

ACCEPTANCE BY THE COMPANY

The Company hereby accepts the subscription for the Common Shares as set forth above on the terms and conditions contained in the Subscription Agreement (including the attached “*Terms and Conditions of Subscription for Common Shares of An Aurum Dynamics Corporation*” and Schedule “A”) this _____ day of _____, 20_____.

AN AURUM DYNAMICS CORPORATION

per:

*Guido DeMedici as Authorized Signing Officer
of AN Aurum Dynamics Corporation*

Name and Capacity of Signing Officer Whose Signature Appears Above



APPENDIX “I”
TO THE SUBSCRIPTION AGREEMENT
OF AN AURUM DYNAMICS CORPORATION

U.S. CERTIFICATE

IN THE MATTER OF AN AURUM DYNAMICS CORPORATION (the “Company”) AND THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (the “Act”).

In addition to the covenants, representations and warranties contained in the Subscription Agreement to which this Appendix “I” – “U.S. Certificate” is attached, the undersigned Subscriber covenants, represents and warrants to the Company that:

If the Subscriber (which shall include any Beneficial Purchaser for whom it may be acting) is offered or sold the Common Shares in the United States, the Subscriber (and any Beneficial Purchaser for whom it is acting hereunder) is an “accredited investor”, as that term is defined in Rule 501(a) of Regulation D promulgated under the Act, by virtue of the Subscriber’s qualification under one or more of the following categories (Please place your initials next to the appropriate lines with an “S” to denote the Subscriber and a “BP” to denote any Beneficial Purchasers.)

- (a) The Subscriber is 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. **(Note:** The value of an individual’s primary residence may not be included in this net worth calculation, and any indebtedness in excess of the value of an individual’s primary residence should be considered a liability and should be deducted from an individual’s net worth)
- (b) The Subscriber is a natural person who had an individual income in excess of US \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of US \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
- (c) The Subscriber is a corporation, organization described in section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Common Shares, with total assets in excess of US \$5,000,000.
- (d) The Subscriber is a trust, with total assets in excess of US \$5,000,000, not formed for the specific purpose of acquiring the Common Shares, whose purchase is directed by a sophisticated person.
- (e) The Subscriber is a director or executive officer of the Company.
- (f) The Subscriber is a private business development company as defined in section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended.
- (g) The Subscriber is a bank as defined in section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; an insurance company as defined in section 2(13) of the Act; an investment company registered under the United States Investment Company Act of 1940, as amended, or a business development company as defined in section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, if the investment

decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(e) The Subscriber is an entity in which all of the equity owners are accredited investors under one or more of the categories set forth above.

The statements made in this Form are true and accurate to the best of my information and belief and I will promptly notify the Company of any changes in the answers.

The Subscriber confirms that at least one of the categories between (a) and (v) apply to the Subscriber and that the Subscriber in fact is an Accredited Investor.

DATED _____, 20__.

Name of Subscriber *[Please Print]*

X

Signature of Subscriber (if an individual)

X

Signature of Authorized Signatory (if not an individual)

Name and Office of Authorized Signatory (if not an individual)
[Please Print]

Address of Subscriber

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**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
COMMON SHARES OF AN AURUM DYNAMICS CORPORATION**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions. Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases will have the respective meanings ascribed to them as follows:

- (a) **“Act”** means the United States Securities Act of 1933, as amended.
- (b) **“AML/CFT”** means the specific requirements of the Bank Secrecy Act (BSA), the USA PATRIOT Act and the Office of Foreign Assets Control (OFAC). These are followed by sections that delve into many of the practical considerations of maintaining effective AML/CFT Compliance Programs, such as Risk Assessments, Know Your Customer, and Transaction Monitoring and Investigations, including the selection and use of enabling technology.
- (c) **“Beneficial Purchaser”** will have the meaning ascribed to such term on the face page of this Subscription Agreement.
- (d) **“Business Day”** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia are not open for business.
- (e) **“Closing”** will have the meaning ascribed to such term in Section 4.1.
- (f) **“Closing Date”** will have the meaning ascribed to such term in Section 4.1.
- (g) **“Closing Time”** will have the meaning ascribed to such term in Section 4.1.
- (h) **“Common Share”** will have the meaning given to such term in the first paragraph of this Subscription Agreement.
- (i) **“Company”** means An Aurum Dynamics Corporation, a federal company incorporated under the laws of the United States, State of Delaware, and includes any successor corporation to or of the Company.
- (j) **“NI 45-106”** means National Instrument 45-106 – *“Prospectus and Registration Exemptions”* as amended from time to time.
- (k) **“person”** means any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning.
- (l) **“PCMLTFA”** means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, as amended from time to time.
- (m) **“SEC”** means the Securities and Exchange Commission of the United States of America.
- (n) **“Securities Laws”** means collectively, the securities laws, instruments, regulations, rules, rulings and orders in the United States of America, as applicable, and the policy statements issued by the Securities Regulators.
- (o) **“Securities Regulators”** means the securities regulatory authorities or securities commissions in the United States of America.
- (p) **“Subscriber”** means the subscriber for the Common Shares as set out on the face page of this Subscription Agreement.
- (q) **“Subscription Agreement”** means this subscription agreement (including any Schedules hereto) and any instrument amending this Subscription Agreement; **“hereof”**, **“hereto”**, **“hereunder”**, **“herein”**, and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section.
- (r) **“Subscription Price”** will have the meaning ascribed to such term on the face page of this Subscription Agreement.
- (s) **“United States”** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

1.2 Gender and Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine gender and words importing persons will include firms and corporations and vice versa.

1.3 Currency. Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol “\$”, are expressed in United States dollars.

1.4 Subdivisions, Headings and Table of Contents. The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and will not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause, or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 SCHEDULES

2.1 Description of Schedules. The following Schedule is attached to and incorporated into this Subscription Agreement by reference and deemed to be a part hereof:

Schedule “A” - Representation Letter (for all Subscribers to complete)

ARTICLE 3 SUBSCRIPTION AND DESCRIPTION OF THE COMMON SHARES

3.1 Terms of the Offering. The Common Shares have not been and will not be registered under the Act or the securities laws of any state of the United States and are being issued in reliance upon exemptions from registration under the Act and applicable state securities laws. The Common Shares may not be offered, sold, transferred, pledged or hypothecated in the absence of registration under the Act and applicable state securities laws or availability of an exemption from such registration requirements. However, the Company is in process to determine registration requirements according to SEC rule 15d as its assets value is significantly higher than the 10 million USD threshold.

3.2 Subscription for Common Shares. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the Common Shares being subscribed for hereunder form part of a larger offering of securities of the Company. The Subscriber (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) hereby confirms its irrevocable subscription for and offer to purchase the Common Shares from the Company, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Price which is payable as described in Article 4 below.

3.3 Acceptance and Rejection of Subscription by the Company. The Subscriber acknowledges and agrees (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the Company reserves the right, in its absolute discretion, to reject this subscription for the Common Shares, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Company representing the Subscription Price will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Price for that portion of the subscription for the Common Shares which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

3.4 Use of Funds Before and After Acceptance. The subscription monies will be advanced immediately to the Company’s general fund to reserve the Subscriber’s subscription, will not be held in trust, may be employed by the Company for its business purposes immediately and prior to acceptance and will constitute solely a reservation of subscription and advance of funds therefore. The Subscriber will not demand return of his/her/its subscription unless the Common Shares have not been issued for a period in excess of six months from the date of this subscription and such demand may be fulfilled

by acceptance and delivery of subscribed Common Shares or return of funds, at the sole discretion of the Company. The Subscriber acknowledges that the funds to be raised from the Common Shares are to be employed for the business of the Company in accordance with management's determination as to the best use of the same for the Company's business plan. Notwithstanding any disclosure document or offering memorandum or prospectus provided concurrent with this subscription, the Company reserves the right at any time to alter its business plan in accordance with management's appreciation of the market for the Company's business and the best use of the Company's funds to advance its business, whether present or future.

3.5 Common Shares issued at different prices and characteristics. The Subscriber acknowledges that the Company may issue shares of different classes, of different series within a class and at different prices which may occur sequentially, from time to time, or at the same time and prices in the future may be lower than now. The Company may also issue offerings which have warrants, or other benefits, attached and some offerings which do not. Not all current or future investors in the Company will receive Common Shares, or shares of other classes, of the Company at the same price and such may be issued at vastly different prices to that of the Subscriber. The Company may or will acquire debt and/or undertake equity financings in the future required or advisable, as determined by the Board, in the course of the Company's business development. The Subscriber acknowledges these matters, understands that the Subscriber's investment is not necessarily the most advantageous investment in the Company and authorizes the Board now and hereafter to use its judgment to make such issuances whether such issuances are at a lesser, equal or greater price than that paid by the Subscriber and whether such is prior to, concurrent with, or subsequent to the Subscriber's investment.

3.6 Subscriber's eligibility for subscription. The Subscriber acknowledges and warrants (and has made diligent inquiries to so determine or has the sophistication and knowledge to know his/her/its status without concern of error), on which the Company relies, that the Subscriber is purchasing the Common Shares on a private basis and without infraction of or impedance by his/her/its domicile laws, and, the Subscriber has completed Appendix "I" and Schedule "A" to this Subscription Agreement, and the completion of the same, whether signed or not, constitutes a true and accurate statement by the Subscriber.

ARTICLE 4 CLOSING

4.1 Closing. The sale of the Common Shares will be completed (the "Closing") at the offices of the Company at 10:00 a.m. (Vancouver time) or such other time as the Company may determine (the "Closing Time") on such date or dates as the Company will determine (the "Closing Date").

4.2 Conditions of Closing. The Subscriber acknowledges and agrees (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) that the obligations of the Company hereunder are conditional on the accuracy and truth of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following conditions as soon as possible:

- (a) the Company accepts the Subscriber's subscription in whole or in part;
- (b) payment by the Subscriber of the Subscription Price by wire transfer or cheque payable to "An Aurum Dynamics Corporation";
- (c) the Subscriber having properly completed, signed and delivered this Subscription Agreement to the Company;
- (d) the Subscriber having properly completed, signed and delivered to the Company the certificate(s) as set forth in Appendix "I" and Schedule "A" hereto;



- (e) the Subscriber having properly completed, signed and delivered to the Company such other documents as may be required pursuant to terms of this Subscription Agreement; and
- (f) the offer, sale and issuance of the Common Shares being exempt from the prospectus and registration requirements of applicable Securities Laws.

ARTICLE 5 RELEASE OF LIABILITY AND INDEMNITY

5.1 Release of liability and indemnity. The Subscriber agrees that in consideration, in part, of the Company's within acceptance of this subscription, the Subscriber does hereby release, remise and forever discharge the Company and its subsidiaries, directors, officers, employees, attorneys, agents, executors, administrators, successors and assigns, of and from all manner of action and causes of action, suits, debts, dues, accounts, bonds, covenants, trusts, contracts, claims, damages and demands, whether known or unknown, suspected or unsuspected and whether at law or in equity, which against the Company and/or any of its subsidiaries, directors, officers, employees, attorneys, agents, executors, administrators, successors and assigns, the Subscriber ever had, now has, or which the Subscriber or any of them hereafter can, will or may have by reason of any matter arising from the within subscription or the use of funds or the operation of the Company (collectively, the "**Release**") except only for gross negligence or fraud (and such will constitute only objective willful act of objective material wrongdoing, and such exception will only apply against the Company committing such gross negligence or fraud). The Subscriber will hold harmless and indemnify the Company from and against, and will compensate and reimburse the same for, any loss, damage, claim, liability, fee (including reasonable attorneys' fees), demand, cost or expense (regardless of whether or not such loss, damage, claim, liability, fee, demand, cost or expense relates to a third-party claim) that is directly or indirectly suffered or incurred by the Company, or to which the Company becomes subject, and that arises directly or indirectly from, or relates directly or indirectly to, any inaccuracy in or breach of any representation, warranty, covenant or obligation of the Subscriber contained in this Subscription Agreement. This Release is irrevocable and will not terminate in any circumstances.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

6.1 Representations and Warranties of the Company. The Company represents and warrants to the Subscriber that:

- (a) it has been duly incorporated and is validly existing under the laws of the state of Delaware and has full corporate power and authority to enter into this Subscription Agreement and to perform its obligations hereunder;
- (b) it is a "private issuer"; and
- (c) it will reserve and set aside a sufficient number of common shares in the treasury of the Company to issue the Common Shares.

6.2 Not a Reporting Issuer. The directors of the Company make no representations as to whether the Company will ever become a reporting issuer or as to any date on which it may become a reporting issuer. A public offering of the Company's shares may be made when and if the directors determine that the same will be in the best interests of the Company. However, the Company may become a reporting issuer in compliance with certain SEC rules and securities legislation because of the amount of its assets value, which is significantly above the threshold of 10 million USD, and the Company is investigating its potential obligations at this time and will update its documents once a confirmation has been obtained.



ARTICLE 7
ACKNOWLEDGMENTS, COVENANTS, REPRESENTATIONS AND
WARRANTIES OF THE SUBSCRIBER

7.1 Acknowledgments, Representations, Warranties and Covenants of the Subscriber. The Subscriber (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) hereby represents and warrants to, and covenants with, the Company as follows and acknowledges that the Company is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) *Applicable SEC rules.* This Private Offer relies on the SEC rules Reg. D 506b and 506c and Reg. S, and Investors must comply with it.
- (b) *Residency.* The Subscriber, and (if applicable) each Beneficial Purchaser for whom it is acting, was offered the Common Shares in and, is resident in the jurisdiction set out on the face page of this Subscription Agreement or is otherwise subject to the Securities Laws. Such address was not created and is not used solely for the purpose of acquiring the Common Shares.
- (c) *Adequacy of information.* The Subscriber has been given the opportunity to ask questions of, and to receive answers from, the Company concerning the terms and conditions of the offering and the Subscriber has received all information regarding the Company reasonably requested by the Subscriber in order to evaluate an investment in the Company.
- (d) *Decision to purchase.* The decision of the Subscriber to enter into this Subscription Agreement and to purchase Common Shares pursuant hereto has been based only on the representations of this Subscription Agreement. It is not made on other information relating to the Company and not upon any oral representation as to fact or otherwise made by or on behalf of the Company or by any person which contradicts this Subscription Agreement or any offering memorandum. In particular, and without limiting the generality of the foregoing, the decision to subscribe for Common Shares has not been influenced by:
 - (i) newspaper, magazine or other media articles or reports related to the Company or its businesses;
 - (ii) promotional literature or other materials used by the Company for sales or marketing purposes; or
 - (iii) any representations, oral or otherwise, that the Company will become a listed company, that any of the Common Shares will be repurchased or have any guaranteed future realizable value or that there is any certainty as to the success of the Company or the liquidity or value of any of the securities of the Company.
- (e) *Experience and counsel.* The Subscriber, and (if applicable) any Beneficial Purchaser for whom it is acting, has the requisite knowledge and experience in financial and business matters for properly evaluating the risks of an investment in the Company and has sought all such counsel as the Subscriber has considered advisable.
- (f) *Economic risk.* The Subscriber, and (if applicable) any Beneficial Purchaser for whom it is acting, has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Common Shares and the Subscriber, and (if applicable) any Beneficial Purchaser for whom it is acting, is able to bear the economic risk of a total loss of the Subscriber's investment in the Common Shares. The Subscriber understands that an investment in the Common Shares is a speculative investment and that there is no guarantee of success of the plans of the

Company's management and that the Subscriber, and (if applicable) any Beneficial Purchaser for whom it is acting, may lose his/her/its entire investment.

- (g) *Additional representations, warranties and covenants included.* The Subscriber (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser), makes to the Company the additional representations, warranties and covenants set out in Appendix "I" and Schedule "A" attached to this Subscription Agreement, and the Subscriber, and (if applicable) any such Beneficial Purchaser, may avail itself of one or more of the categories of prospectus exempt purchasers listed in Appendix "I" and Schedule "A".
- (h) *Compliance with all applicable securities laws.* If the Subscriber, or any person for whom it is acting, is not a person resident in the USA, the subscription for the Common Shares by the Subscriber, or any person for whom it is acting, does not contravene any of the applicable securities laws in the jurisdiction in which the Subscriber or such other person resides and does not give rise to any obligation of the Company to prepare and file a prospectus or similar document or to register the Common Shares or to be registered with or to file any report or notice with any governmental or regulatory authority.
- (i) *Compliance with applicable laws.* The Subscriber knows of no reason (and is sufficiently knowledgeable to determine the same or has sought legal advice) why the delivery of this Subscription Agreement, the acceptance of it by the Company and the issuance of the Common Shares to the Subscriber will not comply with all laws applicable to the Subscriber and the Subscriber has no reason to believe that the Subscriber's subscription hereby will cause the Company to become subject to or required to comply with any disclosure, prospectus or reporting requirements or to be subject to any civil or regulatory review or proceeding. In addition, the Subscriber will comply with all applicable securities laws and will assist the Company in all reasonable manners to comply with all applicable securities laws.
- (j) *Prospectus exemptions.* Unless the Subscriber is purchasing under section 7.1(l) hereof, it is purchasing the Common Shares as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Common Shares, it is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the "Subscriber's Address" on the face page of this Subscription Agreement and the Subscriber is an "accredited investor", as such term is defined in SEC rules, it was not created or used solely to purchase or hold securities as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in SEC rules and it has concurrently executed and delivered a Representation Letter in the form attached as Schedule "A" to this Subscription Agreement and has completed Appendix "I" indicating that the Subscriber satisfies (and will satisfy at the Closing Time) one of the categories of "accredited investor" set forth in such definition.
- (k) *Subscriber not principal.* If the Subscriber is not purchasing the Common Shares as principal for its own account, then:
- (i) it is acting as agent for one or more disclosed principals, each of such principals is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Common Shares and each of such principals complies with section 7.1(k) hereof; or
 - (ii) it is deemed to be purchasing as principal pursuant to SEC rules by virtue of being an "accredited investor" as such term is defined in applicable SEC rules (provided, however, that it is not a trust company or trust corporation; and the Subscriber acknowledges the Company is required by law to disclose to certain regulatory authorities the identity of each Beneficial Purchaser of the Common Shares for whom it may be acting, the Subscriber is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the "Subscriber's Address" on the face page

of this Subscription Agreement and each Beneficial Purchaser is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the “Principal’s Address” on the face page of this Subscription Agreement.

- (l) *Subscriber acting as trustee or agent.* In the case of a subscription for the Common Shares by the Subscriber acting as trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of each such Beneficial Purchaser, each of whom is subscribing as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of the Common Shares, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, such principal, and the Subscriber acknowledges that the Company may be required by law to disclose the identity of each Beneficial Purchaser for whom the Subscriber is acting.
- (m) *Legal obligation.* In the case of a subscription for the Common Shares by the Subscriber acting as principal, this Subscription Agreement and all other documentation in connection with such subscription has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement is enforceable in accordance with its terms against the Subscriber and any Beneficial Purchaser on whose behalf the Subscriber is acting.
- (n) *Authorization and formation/age of majority.* If the Subscriber is:
- (i) a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Common Shares as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; and
 - (iii) an individual, the Subscriber is of the full age of majority and is legally competent to execute and deliver this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.
- (o) *Resale restrictions.* The Subscriber has been independently advised as to the applicable hold period imposed in respect of the Common Shares by securities legislation in the jurisdiction in which the Subscriber resides and confirms that no representation has been made respecting the applicable hold periods for the Common Shares and is aware of the fact that the Subscriber may not be able to resell the Common Shares except in accordance with applicable securities legislation and regulatory policy. In this regard the Subscriber agrees that if the Subscriber decides to offer, sell, pledge or otherwise transfer any of the Common Shares, the Subscriber will not offer, sell, pledge or otherwise transfer any of such Common Shares, directly or indirectly, unless:
- (i) the sale is to the Company;
 - (ii) the sale is made outside the United States in compliance with the requirements of Rule 904 of Regulation S under the Act and in compliance with local laws and regulations;

- (iii) the sale is made pursuant to an exemption from registration under the Act provided by (A) Rule 144, if available, or (B) Rule 144A thereunder, if available, and, in both cases, in compliance with applicable state securities laws; or
- (iv) the transfer is in another transaction that does not require registration under the Act or any applicable state securities laws, and, in the case of (iii)(A) and (iv) above, after it has furnished to the Company an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company to such effect.
- (p) *Reports and undertakings.* If required by the Securities Laws or the Company, the Subscriber will execute, deliver and file or assist the Company in filing such reports, undertakings and other documents with respect to the issue of the Common Shares as may be required by any securities commission, stock exchange or other regulatory authority (including, if applicable, the Representation Letter in the form attached hereto as Schedule “A”).
- (q) *Independent legal advice.* The Subscriber, and each Beneficial Purchaser for whom it is contracting hereunder, has been advised to consult his/her/its own legal advisors with respect to the execution, delivery and performance by him/her/it of this Subscription Agreement and the transactions contemplated by this Subscription Agreement, including but not limited to, trading in the Common Shares and with respect to the resale restrictions imposed by the Securities Laws and other applicable securities laws, and acknowledges that no representation has been made respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber (or others for whom it is contracting hereunder) to resell such securities, that the Subscriber (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and neither the Company nor its agents are in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it (or Beneficial Purchasers for whom it is contracting hereunder) may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.
- (r) *No representations as to resale.* No person has made any written or oral representations:
- (i) that any person will resell or repurchase the Common Shares;
 - (ii) that any person will refund the Subscription Price; or
 - (iii) as to the future price or value of the Common Shares.
- (s) *Advertisements.* The subscription for the Common Shares has not been made through or as a result of, and the distribution of the Common Shares is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation.
- (t) *Proceeds of crime.* The funds representing the Subscription Price which will be advanced by the Subscriber to the Company hereunder, as applicable, will not represent proceeds of crime for the purposes of the PCMLTFA and the Subscriber acknowledges that the Company may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. 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 laws of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it will promptly notify the Company if the Subscriber discovers that any of such representations ceases to be true, and to provide the Company with appropriate information in connection therewith.

7.2 Acknowledgements of the Subscriber. The Subscriber (on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, including each Beneficial Purchaser) acknowledges and agrees as follows:

- (a) *No prospectus filing.* This is an offering made on a private basis without a prospectus and that no federal, state, provincial or other agency has made any finding or determination as to the merits of the investment nor made any recommendation or endorsement of the Common Shares and that:
- (i) no prospectus has been filed with any Securities Regulators in connection with this offering;
 - (ii) no securities commission, agency, governmental authority, regulatory body, stock exchange or other regulatory body has reviewed or passed on the merits of an investment in or endorsement of the Common Shares;
 - (iii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under such securities legislation; and
 - (iv) in addition to releases contained in this Subscription Agreement, the Company is relieved from certain obligations that would otherwise apply under applicable securities legislation.
- (b) *No other representations.* A subscription of Common Shares must be considered a high risk speculation and that no director, officer, founder, member, agent or employee of the Company has made any representations with regard to the future value of the Common Shares or any assets to be acquired or work to be done pursuant to his/her/its participation in the Company.
- (c) *Future financings.* The Company may complete additional financings in the future in order to develop the business of the Company and fund its ongoing development, and such future financings may have a dilutive effect on current security holders of the Company, including the Subscriber but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Company may be unable to fund its ongoing development.
- (d) *Resale.* The Subscriber's ability to transfer the Common Shares is limited by, among other things, the Securities Laws. The Common Shares are not listed on any stock exchange and will be subject to statutory resale restrictions under the Securities Laws and under other applicable securities laws, and the Subscriber covenants that it will not resell the Common Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and the Company is not in any way responsible) for such compliance.
- (e) *Restrictions on Transfer.* The Company's Articles and by-laws provide a restriction on the transfer of the Common Shares such that, so long as the Company is not a "distributing corporation" as defined by applicable USA law or laws of the State of Delaware or the State of Wyoming, the Common Shares may not be sold, transferred or otherwise disposed of without the consent of the directors of the Company who may in their absolute discretion refuse to register the transfer of any Common Shares and no transfer will be entered in the register of members of the Company without the prior approval of the directors.
- (f) *The Common Shares may be restricted securities.* What are restricted securities? "Restricted securities" are previously-issued securities held by security holders that are not freely tradable. Securities Act [Rule 144\(a\)\(3\)](#) identifies what offerings produce restricted securities. After such a transaction, the security

holders can only resell the securities into the market by using an effective registration statement under the Securities Act or a valid exemption from registration for the resale, such as Rule 144.

Rule 144 is a "safe harbor" under Section 4(a)(1) providing objective standards that a security holder can rely on to meet the requirements of that exemption. Rule 144 permits the resale of restricted securities if a number of conditions are met, including holding the securities for six months or one year, depending on whether the issuer has been filing reports under the Exchange Act. Rule 144 may limit the amount of securities that can be sold at one time and may restrict the manner of sale, depending on whether the security holder is an affiliate. An affiliate of a company is a person that, directly, or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the company.

How can an investor resell non-restricted securities?

An investor that is not affiliated with the issuer and wishes to sell securities that are not restricted must either register the transaction or have an exemption for the transaction. An exemption commonly relied upon for the resale of the securities is Section 4(a)(1) of the Securities Act which is available to any person other than an issuer, underwriter or dealer. Please be aware that several exemptions, including the exemptions under Regulation D, are only available for offers and sales by an issuer of securities to initial purchasers and are not available to any affiliate of the issuer or to any person for resales of the securities.

- (g) *Canadian Legend.* The certificates (and any replacement certificates issued prior to the expiration of the applicable hold periods) representing the Common Shares will bear, as of the Closing Date and until such time as is no longer required, legends substantially in the following form and with the necessary information inserted:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF: (I) THE CLOSING DATE; AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

- (h) *United States Legend.* The Subscriber understands and acknowledges that upon the original issuance of the Common Shares and until such time as the same is no longer required under applicable requirements of the Act or applicable state securities laws, certificates representing such securities, and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE 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, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE ACT PROVIDED BY (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN BOTH CASES, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C)(1) AND (D) ABOVE, AFTER THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."; and

provided, that if, at the time the Company is a “foreign issuer” as defined in Regulation S under the Act, such securities are being sold in accordance with the requirements of Rule 904 of Regulation S under the Act, as referred to above, and in compliance with local laws and regulations, the legend may be removed by providing a declaration to the Company’s transfer agent for such securities, to the following effect (or as the Company may prescribe from time to time):

The undersigned (a) acknowledges that the sale of the Common Shares of the Company 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 “Act”), and (b) certifies that (1) the undersigned is not an “affiliate” (as that term is defined in Rule 405 under the Act) of the Company, (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 believed that the buyer was outside the United States or (B) the transaction was executed on or through the facilities of a designated offshore securities market 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 the behalf of either of them has engaged or will engage in any directed selling efforts in the United States 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 that term is defined in Rule 144(a)(3) under the Act), (5) the seller does not intend to replace such securities 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 under the Act, is part of a plan or scheme to evade the registration provisions of the Act. Terms used herein have the meanings given to them by Regulation S under the Act.”;

notwithstanding the foregoing, the Company’s transfer agent may impose additional requirements for the removal of legends from securities sold in accordance with Rule 904 of Regulation S under the Act in the future; and

provided further, that, if any of such securities are being sold pursuant to Rule 144 of the Act, the legend may be removed by delivery to the Company and the Company’s transfer agent of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company to the effect that the legend is no longer required under applicable requirements of the Act or state securities laws.

- (i) *Consent to Legends.* The Subscriber consents to the Company making a notation on its records or giving instructions to any transfer agent of the Common Shares in order to implement the restrictions on transfer set forth and described herein.
- (j) *Legal or tax advice.* The Subscriber has had or has been given the opportunity to have the proposed investment in the Company and all aspects thereof examined by and explained to the Subscriber by the Subscriber’s own legal counsel, tax advisor and financial consultant, or has experience in business enterprises or investments that involve risks of a type or to a degree substantially similar to those involved in an investment in the Company.
- (k) *Pooling and Escrow.* The Subscriber acknowledges that the Common Shares may in the future be subject to escrow or pooling restrictions imposed by the Securities Regulators, a stock exchange or any other securities regulatory authority, or by the Company or any broker, investment dealer or sponsor retained

by the Company in connection with an initial public offering of securities by the Company. In this regard, the Subscriber agrees to sign and deliver to the Company an escrow or pooling agreement in the form prescribed by the Securities Regulators, a stock exchange or any other securities regulatory authority, or by the Company or any broker, investment dealer or sponsor.

- (l) *Insurance.* There is no government or other insurance covering the Common Shares.
- (m) *Withdrawal.* This Subscription Agreement is given for valuable consideration and, except as permitted by this Subscription Agreement, will not be withdrawn or revoked by the Subscriber once tendered to the Company with the Subscription Price.
- (n) *Identity.* The Subscriber acknowledges and agrees that the Company may be required to provide the Securities Regulators with a list setting forth the identities of the Beneficial Purchasers of the Common Shares. Notwithstanding that the Subscriber may be purchasing Common Shares 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 Company in order to comply with the foregoing.
- (o) *No Intention to Register.* The Subscriber understands and acknowledges that the Company is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities commission any registration statement in respect of resales of the Common Shares in the United States. However, the Company is at this time investigating possible registration requirements as its assets value has significantly surpassed the 10 million USD threshold. Any changes will be incorporated on the website of the Company, the Private Offering Memorandum and this Subscription Agreement.
- (p) *No Obligation to Remain a Foreign Issuer.* The Subscriber understands and acknowledges that the Company (i) is not obligated to remain a “foreign issuer” within the meaning of Regulation S under the Act, (ii) may not, at the time the Common Shares are resold by it or at any other time, be a foreign issuer, and (iii) may engage in one or more transactions which could cause the Company not to be a foreign issuer and, if the Company is not a foreign issuer at the time of any sale or other transfer of such securities pursuant to Rule 904 of Regulation S under the Act, the certificates representing such securities may continue to bear the legend described above.
- (q) *Shell Company.* The Subscriber understands and acknowledges that (i) if the Company is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the Act may not be available for resales of the Common Shares and (ii) the Company is not obligated to make Rule 144 under the Act available for resales of such securities.
- (r) *Tax Consequences.* The Subscriber is aware that (i) purchasing, holding and disposing of the Common Shares may have tax consequences under the laws of both Canada and the United States, (ii) the tax consequences for prospective investors who are resident in, or citizens of, the United States are not described in this Subscription Agreement, and (iii) it is solely responsible for determining the tax consequences applicable to its particular circumstances and should consult its own tax advisors concerning investment in such securities.
- (s) *No General Solicitation or General Advertising.* The Subscriber acknowledges that it has not purchased the Common Shares as a result of any “general solicitation” or “general advertising” (as those terms are used in Regulation D under the Act), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been

invited by general solicitation or general advertising.

7.3 Reliance on Representations, Warranties, Covenants and Acknowledgements. The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Company in determining the Subscriber's eligibility (and, if applicable, the eligibility of others for whom the Subscriber is contracting hereunder) to purchase the Common Shares under the Securities Laws or other applicable securities laws. The Subscriber further agrees that by accepting the Common Shares, the Subscriber will be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time and that they will survive the purchase by the Subscriber of Common Shares and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of any of the Common Shares.

ARTICLE 8

SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Survival of Representations, Warranties, and Covenants of the Company. The representations, warranties, acknowledgements and covenants of the Company contained in this Subscription Agreement will survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, will continue in full force and effect for the benefit of the Subscriber.

8.2 Survival of Representations, Warranties and Covenants of the Subscriber. The representations, warranties, acknowledgements and covenants of the Subscriber contained in this Subscription Agreement will survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Company with respect thereto, will continue in full force and effect for the benefit of the Company.

ARTICLE 9

COLLECTION OF PERSONAL INFORMATION

9.1 Collection of Personal Information. The Subscriber acknowledges that this Subscription Agreement (including Schedule "A") requires the Subscriber to provide certain personal information to the Company. Such information is being collected by the Company for the purposes of completing this offering, which includes, without limitation, determining the Subscriber's eligibility (or, if applicable, the eligibility of the disclosed Beneficial Purchaser) to purchase the Common Shares under applicable securities legislation, preparing and registering certificates representing the Common Shares to be issued hereunder and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information (and, if applicable, the disclosed Beneficial Purchaser's personal information) may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities; (b) the Company's registrar and transfer agent; (c) any government agency, board or other entity; and (d) any of the other parties involved in this offering, including the Company and its legal counsel, and may be included in record books in connection with this offering. By executing this Subscription Agreement, the Subscriber (and, if applicable, the disclosed Beneficial Purchaser) is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the disclosed Beneficial Purchaser's personal information). The Subscriber (and, if applicable, the disclosed Beneficial Purchaser) also consents to the filing of copies of originals of any of the documents described in Section 6.1(p) of this Subscription Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby and consents to the disclosure of such information to the public through the filing of a report of trade with applicable Securities Regulators.



ARTICLE 10 MISCELLANEOUS

10.1 Further Assurances. Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

10.2 Notices.

(a) Any notice, direction or other instrument required or permitted to be given to any party hereto will be in writing and will be sufficiently given if delivered personally, or transmitted by facsimile tested prior to the transmission to such party, as follows:

(i) in the case of the Company, to:

in the case of the Company, to:
AN AURUM DYNAMICS CORPORATION
601 Brickell Key
Suite 700
Miami, FL 33131 V6C3E2
USA
E soc@an.gold | W <https://www.an.gold>

(ii) in the case of the Subscriber, at the address specified on the face page hereof.

(b) Any such notice, direction or other instrument, if delivered personally, will be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, will be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day following the day of such transmission.

(c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

10.3 Payment of Subscription Price. The Subscriber acknowledges that payment of the Subscription Price will not be held in trust pending Closing and may be used by the Company in its sole discretion and, until certificates representing the Common Shares are issued and delivered, will constitute an interest free loan to the Company.

10.4 Irrevocable Subscription. This subscription is irrevocable by the Subscriber but this subscription offer requires an acceptance on behalf of the Company by the Board of Directors which may be withheld for any reason, and will be deemed to have been accepted by the Company at the time of execution of its acceptance on the face page of this Subscription Agreement.

10.5 Time of the Essence. Time will be of the essence of this Subscription Agreement and every part hereof.



10.6 Costs and Expenses. All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated will be paid and borne by the party incurring such costs and expenses.

10.7 Applicable Law. This Subscription Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the State of Delaware and the federal laws of the USA applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, will be subject to the exclusive jurisdiction of the courts of the Province of British Columbia and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

10.8 Entire Agreement. This Subscription Agreement, including the Schedule hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as set out in this Subscription Agreement. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

10.9 Representation and conflict. It is hereby acknowledged by each of the parties hereto that K MacInnes Law Group, Barristers and Solicitors, acts solely for the Company, and that the Subscriber has obtained independent legal advice with respect to his/her/its review and execution of this Subscription Agreement.

10.10 Counterparts. This Subscription Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same Subscription Agreement. Counterparts may be delivered either in original, faxed or pdf/email attachments form and the parties adopt any signature received in such manner as original signatures of the parties.

10.11 Assignment. This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

10.12 Enurement. This Subscription Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

10.13 Beneficial Subscribers. Whether or not explicitly stated in this Subscription Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Subscription Agreement, including the Schedule hereto, will be treated as if made by the disclosed beneficial subscriber, if any.

10.14 Language of Documents. It is the express wish of the parties to this Agreement that the Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

10.15. Private Offering Memorandum. The terms and conditions as well as risk advisements and risk disclosures of the Private Offering memorandum in its current version are an integral part of this Subscription Agreement. Please read it carefully. . Potential investors are encouraged to not rely on the information provided by the Company and to conduct their own research and analysis and to consult with legal counsel or financial advisor.

10.16. Terms and Conditions. The Terms and Conditions in their current version as published on the website <https://www.an.gold> are an integral part of this Subscription Agreement. Please read them carefully. Potential investors are

encouraged to not rely on the information provided by the Company and to conduct their own research and analysis and to consult with legal counsel or financial advisor.

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SCHEDULE "A"

TO THE SUBSCRIPTION AGREEMENT OF AN AURUM DYNAMICS CORPORATION

REPRESENTATION LETTER & ACCREDITED INVESTOR FORM

TO: An Aurum Dynamics Corporation (the "Company")

In connection with the purchase of the Common Shares (as such term is defined in the Subscription Agreement to which this Schedule "A" is attached) of the Company (the "**Purchased Shares**") by the undersigned subscriber or, if applicable, the disclosed principal on whose behalf the undersigned is purchasing as agent (the "**Subscriber**" for the purposes of this Schedule "A"), and in addition to the covenants, representations and warranties contained in the Subscription Agreement to which this Schedule "A" is attached, the undersigned Subscriber covenants, represents and warrants to the Company that the Subscriber is an "accredited investor" (and will be at the closing of the issue and sale of the Purchased Shares) within the meaning of applicable and current SEC rules by virtue of satisfying the indicated criterion as set out in the "Accredited Investor Form" attached to this Representation Letter (**PLEASE CHECK OFF APPROPRIATE CATEGORY**).

ACCREDITED INVESTOR FORM

Certain securities offerings that are exempt from registration may only be offered to, or purchased by, persons who are "accredited investors." An "accredited investor" is:

- a bank, savings and loan association, insurance company, registered investment company, business development company, or small business investment company or rural business investment company
- an SEC-registered broker-dealer, SEC- or state-registered investment adviser, or exempt reporting adviser
- a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million
- an employee benefit plan (within the meaning of the Employee Retirement Income Security Act) if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million
- a tax exempt charitable organization, corporation, limited liability corporation, or partnership with assets in excess of \$5 million
- a director, executive officer, or general partner of the company selling the securities, or any director, executive officer, or general partner of a general partner of that company
- an enterprise in which all the equity owners are accredited investors
- an individual with a net worth or joint net worth with a spouse or spousal equivalent of at least \$1 million, not including the value of his or her primary residence

- an individual with income exceeding \$200,000 in each of the two most recent calendar years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year or
- a trust with assets exceeding \$5 million, not formed only to acquire the securities offered, and whose purchases are directed by a person who meets the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment
- an entity of a type not otherwise qualifying as accredited that own investments in excess of \$5 million
- an individual holding in good standing any of the general securities representative license (Series 7), the investment adviser representative license (Series 65), or the private securities offerings representative license (Series 82)
- a knowledgeable employee, as defined in rule 3c-5(a)(4) under the Investment Company Act, of the issuer of securities where that issuer is a 3(c)(1) or 3(c)(7) private fund or
- a family office and its family clients if the family office has assets under management in excess of \$5 million and whose prospective investments are directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment

The statements made in this Form are true and accurate to the best of my information and belief and I will promptly notify the Company of any changes in the answers.

The Subscriber confirms that at least one of the categories between (a) and (v) apply to the Subscriber and that the Subscriber in fact is an Accredited Investor.

The Subscriber unconditionally accepts the Terms and Conditions. The Subscriber acknowledges that upon execution of these “Terms and Conditions” and this Schedule “A” by or on behalf of the Subscriber, this Schedule “A” will be incorporated into and form a part of the Subscription Agreement to which this Schedule is attached.

Dated: _____, 20__

Print name of Subscriber, or person signing as agent on behalf of Subscriber

X _____
Signature

Print name of Signatory (if different from Subscriber or agent, as applicable)

Title



ACCREDITED INVESTOR QUESTIONNAIRE

TO: AN AURUM DYNAMICS CORPORATION (the “Company”) Corporate Number 4219753 of Delaware, USA.

In connection with the purchase of the Common Shares (the “Securities”) of the Company by the undersigned subscriber or, if applicable, the disclosed principal on whose behalf the undersigned is purchasing as agent (the “Subscriber” for the purposes of this questionnaire), the Subscriber is required to complete this questionnaire (the “Questionnaire”).

The Questionnaire is being distributed to the Subscriber by the Company, to enable the Company to determine whether the Subscriber is qualified to invest in the Securities. In order to qualify under the Accredited Investor prospectus exemption set out in the USA in the respective SEC regulations, in Canada in Section 2.3 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators (“NI 45-106”) or Section 73.3 of the *Securities Act* (Ontario), the Subscriber must be an “accredited investor”.

The Subscriber understands that the Company and its counsel are relying upon the accuracy and completeness of the information provided in the Questionnaire in order to determine whether the Subscriber qualifies for the accredited investor prospectus exemption in compliance with applicable SEC rules and the United States Securities Act. The Subscriber agrees to indemnify and hold harmless the Company, their respective directors, officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys’ fees) arising out of or based upon any misstatement or omission in the information provided in the Questionnaire.

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

ALL INFORMATION CONTAINED IN THE QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the Subscriber understands and agrees that the Company may present, upon giving prior notice to the Subscriber, the Questionnaire to such parties as the Company deems appropriate if called upon to establish that the issuance of the Securities is exempt from the prospectus requirements in accordance with the accredited investor prospectus exemption; provided, however, that the Company need not give prior notice to the Subscriber of its presentation of the Questionnaire to the Company’s regularly employed legal, accounting and financial advisors.

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 the 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. Persons having questions concerning any of the information requested in this Questionnaire should consult with their purchaser representative or representatives, lawyer, accountant or broker or may email the Company at soc@an.gold. One signed and dated copy of the Questionnaire should be returned with the Subscription Agreement to which the Questionnaire is attached to the Company at:

Attention: CEO
An Aurum Dynamics Corporation
601 Brickell Key, Suite 700, Miami, FL 33131, USA
E soc@an.gold | W <https://www.an.gold>
One copy should be retained for the Subscriber’s files.



1. Personal Data

Name: _____

Address: _____

Email for notice and correspondence: _____

2. Employment and Business Experience

Present occupation: _____

Do you own your own business or are you otherwise employed? _____

Name and type of business employed by or owned: _____

Present title or position: _____

3. Financial Information**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-\$299,000 \$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-\$299,000 \$300,000-\$399,999
 \$400,000-\$500,000 Greater than \$500,000

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-\$299,000 \$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-\$299,000 \$300,000-\$399,999
 \$400,000-\$500,000 Greater than \$500,000

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

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
 Greater than \$1 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 purchaser'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.

“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 (I) 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 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.

If the purchaser signs on behalf of a third party, then this third party is bound by the purchaser’s signature in the same way as if this third party personally would have signed.

Purchaser’s Signature

Spouse’s Signature (if applicable)

Signature

Signature

Name (please type or print)

Name (please type or print)

Date

Date

Third Party for whom Purchaser signs



RISK ACKNOWLEDGEMENT 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.

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SECTION 1 TO BE COMPLETED BY ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: Common Shares

Issuer: An Aurum Dynamics Corporation

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.



3. Accredited investor status	
<p>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.</p>	Your initials
<ul style="list-style-type: none"> 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.) 	_____
<ul style="list-style-type: none"> 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. 	_____
<ul style="list-style-type: none"> 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. 	_____
<ul style="list-style-type: none"> 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	
<p>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.</p>	
<p>First and last name (please print):</p>	
<p>Signature:</p>	<p>Date:</p>



5. Salesperson information (SECTION 7 TO BE COMPLETED BY SALESPERSON IF ANY)

[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.]

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**6. For more information about this investment**

AN AURUM DYNAMICS CORPORATION
601 Brickell Key, Suite 700
Miami, FL 33131
USA
E soc@an.gold | W www.an.gold

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securitiesadministrators.ca, and on www.sec.gov.

END OF SUBSCRIPTION AGREEMENT

