

OFFERING MEMORANDUM (For Non-Qualifying Issuers)

THIS OFFERING MEMORANDUM CONSTITUTES A PRIVATE OFFERING OF SECURITIES ONLY IN THE PROVINCES OR TERRITORIES OF CANADA EXCEPT FOR THE PROVINCES OF ONTARIO AND QUEBEC. NO SECURITIES REGULATORY AUTHORITY HAS ASSESSED THE MERITS OF THESE SECURITIES OR REVIEWED THIS OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE. THIS IS A RISKY INVESTMENT (SEE ITEM 8 – RISK FACTORS).

THE ISSUER: **Smartsettle Family Resolutions Inc.**
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LISTING/REPORTING STATUS

Currently listed or quoted: No

SEDAR filer: No

Reporting issuer: No

These securities do not trade on any exchange or market.

THE OFFERING

Securities offered: Up to 30,000,000 (\$600,000) voting, non-redeemable common shares at two cents per share.

Minimum/Maximum offering: There is no minimum. You may be the only purchaser. The Maximum Offering is 30 million Shares at two cents per share. **Funds available under this Offering may not be sufficient to accomplish the Issuer's proposed objectives.**

Minimum subscription amount: There is no minimum subscription amount that an investor must invest. You may be the only purchaser.

Payment terms: Payment to be made in full to "Smartsettle Family Resolutions Inc.", by certified cheque, bank draft, money-order or other form of guaranteed funds, concurrently with the delivery of a duly executed and completed Subscription Agreement (see Schedule A: Subscription Agreement).

Proposed closing dates: One or more dates not later than March 1, 2017 as may be determined by the Issuer.

Income tax consequences: There are important tax consequences to these securities. **You should consult your own professional advisors to obtain advice on the income tax consequences that apply to you** (see Item 6 : Income Tax Consequences, RRSP Eligibility and TFSA Eligibility).

Selling Agent: (see Item 7: Compensation Paid to Sellers and Finders).

RESALE RESTRICTIONS

You will be restricted from selling your securities for an indefinite period (see Item 10: Resale Restrictions).

PURCHASER'S RIGHTS

You have 2 Business Days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement (see Item 11: Purchaser's Rights).

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8, entitled : Risk Factors", below.

GENERAL DISCLAIMERS

The information contained in this Offering Memorandum is intended only for the persons to whom it is transmitted for the purposes of evaluating the securities offered hereby. Prospective Purchasers should only rely on the information in this Offering Memorandum. No persons are authorized to give any information or make any representation in respect of the Issuer or the securities offered herein and any such information or representation must not be relied upon. This Offering is a private placement and is not, and under no circumstances is to be construed as, a public offering of the securities described herein. The securities are being offered in reliance upon exemptions from the registration and prospectus requirements set forth in applicable securities legislation. The securities offered hereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws. The securities may not be offered or sold in the United States or to U.S. persons, as defined in Regulation S under the U.S. Securities Act, unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available. This Offering Memorandum does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby within the United States.

FORWARD LOOKING STATEMENTS

This Offering Memorandum contains certain statements or disclosures that may constitute forward-looking information under applicable securities laws. Forward-looking statements may be identified by the use of words like "believes", "intends", "expects", "may", "will", "should", or "anticipates", or the negative equivalents of those words or comparable terminology, and by discussions of strategies that involve risks and uncertainties. All forward-looking statements are based on the Issuer's current beliefs as well as assumptions made by and information currently available to the Issuer and relate to, among other things, anticipated financial performance; business prospects; strategies; the nature of the Issuer's operations; sources of income; forecasts of capital expenditures and the sources of the financing thereof; expectations regarding the ability of the Issuer to raise capital; the Issuer's business outlook; plans and objectives for future operations; forecast business results; and anticipated financial performance.

The risks and uncertainties of the Issuer's business, including those discussed under Item 8: Risk Factors, could cause the Issuer's actual results and experience to differ materially from the anticipated results or other expectations expressed. In addition, the Issuer bases forward-looking statements on assumptions about future events, which may not prove to be accurate. In light of these risks, uncertainties and assumptions, prospective Investors should not place undue reliance on forward-looking statements and should be aware that events described in the forward-looking statements set out in this Offering Memorandum may not occur. The Issuer cannot assure prospective Investors that its future results, levels of activity and achievements will occur as the Issuer expects, and neither the Issuer nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. Except as required by law, the Issuer assumes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

THIS IS A SPECULATIVE OFFERING. An investment in the securities must be regarded as highly speculative due to the nature of the Issuer's business and its relatively early stage of development.

Purchasers must rely on the ability, expertise, judgment, discretion, integrity and good faith of the management of the Issuer. The securities are suitable only for Purchasers who are able to accept the risks inherent in the Issuer's business. In addition, there are a number of other risk factors that should be considered by persons proposing to make an investment in the securities.

Purchasers should consult their own professional advisors to assess the income tax, legal and other aspects of the investment (see Item 6: Income Tax Consequences, RRSP Eligibility and TFSA Eligibility).

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SCHEDULE B: RISK ACKNOWLEDGEMENT FORM (Form 45-106F4)

SCHEDULE C: SHARE PURCHASE REPORT FOR TAX CREDIT

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GLOSSARY OF TERMS

In this Offering Memorandum, unless the context otherwise requires, capitalized words and phrases shall have the meanings set forth below:

“Accountants” means Friesen Pankratz and Associates, Certified General Accountants, Abbotsford, British Columbia;

“Additional Closing” means the date on which any additional closings of the purchase and sale of the Shares are held after the Initial Closing;

“Administrator” means an administrator as defined under the *Canadian Income Tax Act* in respect of an RRSP;

“Applicable Securities Laws” means, collectively, all applicable securities laws of the Selling Jurisdictions and the respective regulations, rules, policies and orders thereunder together with all applicable published orders and rulings of the Securities Regulatory Authorities in such jurisdictions;

“Associate” means, where used to indicate a relationship with any person, “associate” as defined in the *Securities Act*, and includes anyone who does not deal at arm’s length, with such person, as defined in the *Canadian Income Tax Act*;

“Baseline Agreement” means the name of the first agreement that negotiators come to using the Smartsettle Infinity system;

“BC Income Tax Act” means the British Columbia *Income Tax Act*, R.S.B.C. 1996, c. 215, and any regulations and amendments thereto;

“Business Corporations Act” means the British Columbia *Business Corporations Act*, S.B.C. 2002 c. 57, and any regulations or amendments thereto;

“Business Day” means any day other than a Saturday, a Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

“Canadian Income Tax Act” means the Canadian *Income Tax Act*, R.S.C. 1985, c. 1 (5th Suppl.) and any regulations or amendments thereto;

“Closing Date” means the date upon which all conditions of a closing have been satisfied, up to and including March 1, 2017, or any date or dates upon which Subscriptions are accepted as the Issuer may determine in its sole discretion;

“CRA” means the Canada Revenue Agency;

“EBC” means a business registered as an “eligible business corporation” pursuant to section 2 of the *SBVC Act*;

“Eligible Investment” means an eligible investment as defined in the *SBVC Act*;

“Eligible Investor” means a person, including an individual who is at least 19 years of age, a corporation, partnership or trust, resident in British Columbia at the time of entering into a Subscription Agreement;

“Equity Capital Program” means the incentive program as set out in the *SBVC Act* and delivered by the government of British Columbia;

“Family Sector” has the meaning given to it in Item 2.2;

“iCan” means iCan Systems Inc., a company incorporated under the laws of the Province of British Columbia, and its associated organizations;

“iCan Licence Agreement” has the meaning given to it in Item 2.3;

“IFRS” means International Financial Reporting Standards, the international accounting standards issued by the International Accounting Standards Board, which state how particular types of transactions and other events should be reported in financial statements;

“Initial Closing” means the first date of the closing of the purchase and sale of all or part of the Offering;

“Issuer” means Smartsettle Family Resolutions Inc., a company incorporated under the laws of the Province of British Columbia and registered as an EBC under the *SBVC Act*;

“Maximum Offering” means the offering of a maximum of 30 million Shares pursuant to this Offering Memorandum;

“Maximize the Minimum Gain” means the name of the optimization algorithm embodied by US Patent 5495412 that produces a fair and optimal improvement in a negotiation between any number of parties once they have reached a Baseline Agreement;

“Neutral Site” means the computer-based system operated by iCan that is accessible from the Internet and is used to operate the Smartsettle Technology;

“NI 45-106” means National Instrument 45-106 - Prospectus and Registration Exemptions, as may be amended from time to time;

“Offering” means the offering by the Issuer of up to an amount specified by the Maximum Offering pursuant to this Offering Memorandum;

“Offering Expenses” means the legal, accounting and issue costs of the Offering;

“Offering Memorandum” means this offering memorandum, including any amendment hereto or thereto;

“Products” means Smartsettle One and Smartsettle Infinity, which the Issuer has a licence to use and sub-license;

“Risk Acknowledgement Form” means Form 45-106F4 as required to be signed by Subscribers pursuant to NI 45-106 as attached as Exhibit II to Schedule A.

“RRSP” means a retirement savings plan registered pursuant to the *Canadian Income Tax Act*;

“Rules” means BC Regulation 194/97, as amended from time-to-time, made pursuant to the *Securities Act*;

“SBVC Act” means the British Columbia *Small Business Venture Capital Act*, R.S.B.C. 1996 c. 429, and any regulations and amendments thereto;

“Securities Act” means the British Columbia *Securities Act* (British Columbia) and any regulations or amendments thereto;

“Securities Regulatory Authorities” means, collectively, the securities commissions or similar securities regulatory authorities in the Selling Jurisdictions;

“SEDAR” means the System for Electronic Document Analysis and Retrieval;

“Selling Jurisdictions” means the Province of British Columbia and such other jurisdictions as the Issuer may determine;

“Services” means the facilitation of negotiation cases with the objective of helping clients reach fair and efficient outcomes;

“Share” means a common share without par value in the capital of the Issuer;

“Share Purchase Report” means the form prescribed under the *SBVC Act* as the application for the Tax Credit as attached as Exhibit III to Schedule A;

“Shareholder” means a registered holder of Shares;

“Smartsettle” or **“Smartsettle eNegotiation System”** means the negotiation software system that has been developed and is currently being enhanced by iCan as an implementation of iCan’s patent;

“Smartsettle One” means the edition of Smartsettle that is optimized for single-issue negotiations;

“Smartsettle Infinity” means the edition of Smartsettle that is designed for the most comprehensive multivariate multiparty cases;

“Smartsettle Technology” means the intellectual property of iCan including the patent, trademarks, the Smartsettle One software, the Smartsettle Infinity software, copyrights, and trade secrets as defined in detail in the iCan Licence Agreement.

“SRED” means research and development that qualifies for tax credits under the Canadian federal government incentive program to encourage the development and advancement of Canadian technologies. The program offers tax incentives in the form of refundable and non-refundable tax credits ranging from 20% to 35% on qualified expenditures;

“Subscriber” or “Purchaser” means the purchaser of the securities pursuant to this Offering Memorandum;

“Subscription Agreement” or “Subscription” means the subscription agreement set forth in Schedule A to this Offering Memorandum and which must be completed by the Subscriber and delivered for acceptance to the Issuer along with a completed Share Purchase Report, a completed Risk Acknowledgement Form and a certified cheque, money order or bank draft for the subscription amount of the Shares subscribed for;

“Subscription Documents” means the Subscription Agreement, Share Purchase Report, Risk Acknowledgement Form and a cheque for the Subscription Price;

“Subscription Price” refers, with respect to any Subscription, to the amount that is the product of the number of Shares subscribed and the applicable price per Share;

“Tax Act” means the Income Tax Act (Canada) and the Regulations promulgated there under, as amended from time to time;

“Tax Credit” means the tax credit issued to Subscribers pursuant to the SBVC Act, as amended from time to time;

“US” or “USA” means the United States of America;

“the VCC” means special holding company associated with iCan known as Peace Summit Technologies (VCC) Inc. and registered pursuant to section 3 of the *SBVC Act*;

“Visual Blind Bidding” means a process in which parties can see all potential outcomes to a negotiation before a deal is reached. Parties may also place secret acceptances on packages of issue values, each of which represents a potential outcome to a negotiation. An agreement is declared at the end of a session in which all parties have accepted one or more of the same packages;

“\$” means Canadian dollars.

Item 1: Use of Net Proceeds

1.1 Net Proceeds

	Assuming minimum offering	Assuming Maximum Offering
A Amount to be raised by this Offering	\$0	\$600,000
B Selling commissions and fees	\$0	\$80,000
C Estimated Offering costs (<i>e.g.</i> legal, accounting, audit)	\$25,000	\$50,000
D Available Funds: $D = A - (B + C)$	\$(25,000)	\$470,000
E Additional Sources of Funding Required	\$0	\$0
F Working Capital Deficiency	\$430,000	\$430,000
G Net Proceeds: $G = (D + E) - F$	(\$455,000)	\$40,000

The Issuer has not yet engaged any agent in respect of the Offering for commissions but may do so if necessary to raise the funds in a timely manner. It should be noted that pursuant to the *SBVC Act*, the Issuer may not expend more than 20% of its issued capital for administrative expenses (including commissions, legal and accounting expenses).

1.2 Use of Net Proceeds

Description of Issuer's intended use of share proceeds in order of priority	Assuming minimum offering	Assuming Maximum Offering
Administration		
Office administration and support	\$0	\$2,000
Accounting	\$0	\$1,000
General office expenses	\$0	\$2,000
iCan Technical Support	\$0	\$20,000
Fees payable under the iCan Licence Agreement*	\$0	\$0
Business Development	\$0	\$10,000
Sales & Marketing	\$0	\$5,000
TOTAL	\$0	\$40,000

* Fees that would have been payable under the iCan Licence Agreement have been waived for the current year (see disclosure on page 13). Furthermore, based on historical performance, without "additional sources of funding" the amount of funds will not be sufficient to meet the issuer's annual operating costs, which were \$530,915 in 2015, \$627,430 in 2014 and \$828,353 in 2013. If we cannot meet the shortfall with revenue from sales or other sources then more investment will be needed.

Pursuant to the terms of this Offering, the Issuer will raise up to \$600,000 through the issuance of Shares. Offering Expenses are estimated at approximately \$130,000 leaving available funds of

about \$470,000 expected to be spent within the next few months (including \$430,000 to cover a working capital deficiency).

The Issuer plans to use the available funds from the Offering to continue developing the business of the Issuer. “Fees payable under the iCan Licence Agreement” refers to the costs of facilitation and marketing services provided on behalf of the Issuer by iCan employees.

Some of the funds will be used to pay fees payable to related parties (the “iCan Technical Support” expenses and the “Fees payable under the iCan Licence Agreement”). The Issuer expects to raise insufficient funds to accomplish its short-term objectives and further financing will be required (see Items 2.5 and 2.6).

1.3 Reallocation

The Issuer intends to spend the available funds as stated. The Issuer will reallocate funds only for sound business reasons.

Item 2: Business of the Issuer

2.1 Structure

The Issuer was incorporated on June 22, 2012 under the laws of the Province of British Columbia. The registered and records office of the Issuer is 1700 – 1185 West Georgia Street, Vancouver BC V6E 4E6. On August 27, 2012 the Issuer was registered as an Eligible Business Corporation (EBC), pursuant to the *SBVC Act*. The Issuer is not a reporting issuer or equivalent in any jurisdiction and its securities are not listed or posted for trading.

2.2 Our Business

Focus on the Family Sector

The Issuer’s intention is to provide technology assisted dispute resolution solutions in the Family Sector using proprietary online negotiation software. The Issuer has a working product that has proven its usefulness in a limited number of cases but these were mostly too low value to demonstrate a profit. There is still much work left to fully develop the application to Family disputes.

In this Offering Memorandum, the “**Family Sector**” means negotiations, relating to any subject matter, that occur between individuals (and/or any companies, partnerships, limited partnerships, trusts, or foundations in which they have a direct or indirect material interest) who are related either by adoption, blood, marriage, co-habitation, civil union or past marriage, cohabitation or civil union, including without limitation:

1. separation, division of assets, custody and related matters;
2. wills and estates, estate and succession planning, and related disputes;
3. elder care;
4. parent and child; and
5. parenting plans.

Smartsettle Technology

The Smartsettle eNegotiation engine software was developed by iCan and has been licensed to the Issuer. iCan's software enjoyed protection by US patent 5495412 for 17 years from February 27, 1996 to February 27, 2013. Although the patent has expired, iCan is still the only company in the world that we know of with a comprehensive multiparty eNegotiation system that includes a Neutral Site, preference analysis and optimization algorithms that generate improved solutions for negotiators.

Ernest Thiessen, PEng, PhD, the inventor of the system, has published research at Cornell University in which 16% improvements were generated for each party in experimental negotiations that were of similar complexity to those found in the Family Sector. Significant time savings have been predicted with the application of Smartsettle's Visual Blind Bidding process. However, we have not yet proven that this can be done cost-effectively in the Family Sector or how much time can be saved with this method. If results similar to experiments can be demonstrated in the Family Sector, the Issuer will have a material competitive advantage over other methods of dispute resolution.

The Smartsettle eNegotiation system is currently comprised of two negotiation engines:

- Smartsettle One¹, which is a web app. (Internet application) for simple two-party cases with a single numerical issue; and
- Smartsettle Infinity, which is a comprehensive system designed for cases with any number of issues or parties.

Competition

The Issuer considers iCan's trade secrets and sophistication of the software to represent a significant barrier to entry for any would-be competitors. The closest known competitors using technology are ResolvNow (formerly Rezoud), Modria and Cybersettle.

ResolvNow has been active since 2014 (see <http://www.resolvnw.com/press-releases.html>). Their Family sector website at www.familysettle.com is dated 2014 and still says "coming soon" but there seems to be a new initiative in the Family sector as part of resolvnw.com. The website talks about using technology but we have seen no evidence of it.

Modria has partnered with a Dutch company called Hiil that has developed a system called Rechtwijzer in order to apply technology to resolution of Family-related cases. However we do not consider their technology comparable to ours in terms of its sophistication.

Another related organization with commercialized eNegotiation technology is Cybersettle. Cybersettle's technology is designed for late intervention in simple two-party cases with one issue. It has been used for resolution of insurance claims that reach impasse. It is similar in some ways to Smartsettle One. TryToSettle.com was launched in 2014 in the USA under a licence granted by Cybersettle. We don't see any evidence that Cybersettle's technology is being used in the Family sector.

Competitive Advantage

¹ Smartsettle One+ (in beta testing) is expected to soon replace Smartsettle One as a more stable and robust application for simple disputes. Smartsettle One+ is supposed to lay the groundwork for a new application that will be easier to use for clients and facilitators.

The competitive advantage of our business is represented by the process and optimization algorithms that are unique to Smartsettle Infinity. The Issuer knows of no other process or product that has the potential of effectively uncovering hidden value in complex multiparty negotiations. However, the current implementation of the product is not easy to use and facilitation is therefore costly. Smartsettle Infinity is still in the testing phase and is not yet fully market-ready. We expect to be able to see more benefits of this technology as we transition from pilot project stage to full commercialization when our vehicle is fully deployed and Smartsettle Infinity matures into a product that is easier to use.

The Smartsettle eNegotiation system is designed to be used by parties that are negotiating with each other. Negotiations typically involve the following roles:

- Parties (the people or organizations who will be responsible to sign and implement the agreement)
- Negotiators (professionals (often lawyers) hired by the parties to negotiate on their behalf)
- Facilitators (professionals hired by the parties to help them follow the process or operate the system)
- Mediators (professionals who are neutral and work with all parties)

Using the Smartsettle eNegotiation software and with the assistance of facilitators, the negotiation process generally proceeds as follows:

1. First, with the aid of facilitators, the parties create a Single Negotiating Framework in which issues and negotiating ranges are defined. The Framework is like a final agreement except for blanks representing the unresolved issues. The parties are encouraged to use a collaborative process to associated negotiating ranges or options with each issue.
2. Then, with the aid of facilitators, the negotiation problem is modelled and preferences are elicited from all parties and recorded at a Neutral Site.
3. The parties' preferences are then analysed in order to determine how each party becomes satisfied on each of the issues. Each party is able to create packages of issues and rate them in order to determine which ones are most preferred.
4. If the parties are not yet well-informed about their rights they need that information before they reach agreement. If each client is not represented by their own lawyer, then the Smartsettle process encourages expert neutral advice at this stage.
5. Through a process called Visual Blind Bidding parties are assisted in reaching a Baseline Agreement.
6. With knowledge of how each party becomes satisfied, the system is able to use a previously patented optimization algorithm called "Maximize the Minimum Gain" to look for improvements to the Baseline Agreement.

2.3 Development of Business

iCan Systems Inc., the developer of the software providing the license, was incorporated on April 26, 1993 and, since that time, has focused its business activity on the development of eNegotiation software and has interest in seeing the technology broadly adopted. iCan is a small company with half a dozen full-time employees (including two programmers) plus that many other advisors and consultants. These people work most of the time in a virtual office from their homes located in the Lower Fraser Valley of BC.

As at December 31, 2015 a large portion of iCan's financial needs were being provided by shareholder loans, sale of its securities and tax refunds. iCan had generated very little revenue from product or service sales beyond what it received from the Issuer. iCan had an accumulated deficit of \$4,474,858 and a working capital deficit of \$1,019,263 (current liabilities of \$1,680,240 minus current assets of \$588,977). iCan's financial statements are included in the Financial Statements section.

iCan has licensed the Smartsettle Technology to the Issuer for the Family Sector as this segment of the market seems to offer potential for profitable commercialization of the Smartsettle Technology. Many of the founding investors of the Issuer are direct or indirect shareholders of iCan and have invested in the Issuer with a commitment to strong, results-based leadership.

Readers who wish to learn more about iCan are invited to visit the corporate website at www.smartsettle.com.

Pilot Project

At the time of the Issuer's incorporation in 2012, iCan was involved in a family-related pilot project consisting of about three dozen cases: <http://www.smartsettle.com/2011/11/28/smartsettle-family-pilot/>

iCan reported the following success with this pilot project using Smartsettle Infinity:

- Most of those cases produced a Single Negotiating Framework
- Most of the separating couples reached a negotiated settlement using Smartsettle
- Some of those cases were able to benefit from Smartsettle's optimization algorithm through a process called improvement.
- A few of the couples ending up reconciling

Since many of these cases were relatively simple and not representative of the average case in the market, the Issuer considered this sample size to be too small to determine whether the Services could be delivered in a cost-effective manner. One uncertainty is the level of expert user input that will be required as we encounter more complex cases. However, the results of the pilot determined that Smartsettle Infinity was sufficiently stable and robust, and with a level of automation for which a practical training program could be developed.

The results of the pilot project were not sufficient to confidently predict the results of a market launch, but we still think the above stated conclusions are true once there is a high enough case load of high-value cases to attract people with the right basic skill set. In the meantime, the Issuer will essentially continue beta testing in the marketplace until a clear direction for a full commercial launch is determined.

iCan Licence Agreement

On August 15, 2014 the Issuer and iCan renewed a comprehensive licensing agreement (the "**iCan Licence Agreement**") giving the Issuer an exclusive (subject to the rights of Summit Negotiations Society noted below), perpetual, world-wide license to use Smartsettle Infinity and Smartsettle One (and any improvements of those programs) in the Family Sector.

The iCan Licence Agreement provides that iCan will support the Issuer in developing software functionality and implementation methodology to further develop and implement Smartsettle Infinity within the Family Sector. iCan will also support the Issuer by providing expert users to help facilitate cases. There are a few to choose from as listed on iCan's website.

The Issuer's exclusive licence for the Family Sector is subject to the right of Summit Negotiations Society, a non-profit society, to use the Smartsettle Technology for any negotiation cases that the Issuer concludes, acting reasonably, are unlikely to be profitable for the Issuer. Summit Negotiations Society was formed on June 18, 2009. There has been very little activity on the part of Summit Negotiations Society to date due to lack of funding. However, iCan and Smartsettle thought it important to reserve for Summit Negotiations Society certain rights to use the Smartsettle Technology so that it can help lower income people resolve family disputes when it has the funding to do so.

As part of the iCan Licence Agreement, the Issuer has the licence to use the Family-related negotiation resources that iCan had already developed (e.g., website, facilitation process forms, process documents, promotional materials, training materials, client database, investor database, intake and case management tools, brand name, staff, staff expertise, management, management expertise and support) either directly or through iCan's support obligations under the iCan Licence Agreement. Under the iCan Licence Agreement, iCan has the right to nominate up to 40% of the members of the board of directors of the Issuer until the Issuer has paid royalty fees and licence fees of \$3,700,000 to iCan.

Having secured the iCan Licence Agreement, the Issuer is now in a position to use the Smartsettle eNegotiation system to negotiate fair and efficient resolutions to Family-related conflicts (separation agreements, estate planning, elder care, etc.). However, it has not been demonstrated that it can do so at a profit.

Royalty and Licence Fees

The iCan Licence Agreement provides for royalty fees and licence fees payable by the Issuer to iCan, capped at a maximum of \$3,700,000 over the life of the iCan Licence Agreement. In order to assist the Issuer in the current phase of its development, iCan has waived most licence fees that would have been due to date. Furthermore, the agreement provides that no Royalty Fee or Licence Fee shall be paid in any year following 2015 until iCan determines that sufficient progress has been made with the business development and gives Notice that royalties and license fees are due. Following said Notice, for each calendar month, the Issuer shall pay the following payments to iCan within 30 days after the end of the month:

- (a) a royalty fee of 8% of any Adjusted Gross Revenue (as defined below) for the month in excess of \$35,000, and
- (b) a licence fee of 35% of the amount in excess of \$93,000 after adding any Adjusted Gross Revenue for the month.

In respect of any calendar month, "**Adjusted Gross Revenue**" means the gross revenue of the Issuer for the month that is generated by the Smartsettle Technology minus any support fees paid to iCan during the month.

By way of example, if in a month the Issuer were to earn Adjusted Gross Revenue of \$50,000, the Issuer would pay to iCan a royalty fee of \$1,200 and no licence fee. The royalty fee would be calculated as follows: $(\$50,000 - \$35,000) = \$15,000 \times 8\% = \$1,200$.

The iCan Licence Agreement also provides for a payment to iCan if a sale of a majority of the shares or assets of the Issuer occurs within 60 months from September 1, 2012. In such an event, the Issuer shall pay to iCan a success fee equal to the lesser of:

- (a) $(60 - \text{the number of full months from September 1, 2012 to the date of closing})\%$ multiplied by the aggregate of:
 - (i) the gross proceeds (before tax) of the sale of shares or assets; less
 - (ii) the product of (A) the percentage of total shares or assets being sold multiplied by (B) the aggregate of the issue prices of all equity securities issued by the Issuer prior to that time; or
- (b) \$3,700,000 less the aggregate royalty fees and licence fees paid by the Issuer to iCan.

By way of example, if all of the shares of the Issuer were sold on March 31, 2015 (30 months after September 1, 2012) for \$5,000,000 after investors had invested \$3,000,000 in the Company and after royalty fees and licence fees of \$1,000,000 had been paid to iCan, the payment to iCan would be calculated as the lesser of:

- (a) $(60 - 30)\% = 30\%$ multiplied by the aggregate of:
 - (i) \$5,000,000; less
 - (ii) the product of (A) 100% multiplied by (B) \$3,000,000 = \$3,000,000; or
- (b) \$3,700,000 less \$1,000,000 = \$2,700,000.

The calculation in (a) would result in a payment to iCan of \$600,000 ($30\% \times \$2,000,000$), which is less than \$2,700,000 so the payment to iCan on the sale would be \$600,000 of the gain on the shares of \$2,000,000. Please note that this and any other examples in this Offering Memorandum are by way of illustration only.

The iCan Licence Agreement also provides for iCan to provide support services to the Issuer at a rate of \$124 hour, dropping to \$100 per hour after the Issuer has paid royalty fees and licence fees of \$3,700,000 to iCan. These amounts are indexed to inflation.

New Agreement with iCan

In light of slow progress toward their mutual goals in the Family sector, the Issuer and iCan have begun discussions about how they might work together more effectively.

Business Development

Smartsettle Family Resolutions (SFR) has world-wide rights to the Smartsettle eNegotiation algorithms. SFR has attempted to establish a radically new business using this technology. We starting working from a base in Langley, BC with James Loewen as CEO until Fall of 2013 at which time Ernest Thiessen assumed that role. James Loewen continued to serve as Director of the Smartsettle Family Resolution Centre. Significant energy was expended in the training of James Loewen to become a Family Dispute Resolution Professional and a member of the BC Family Mediation Roster in order to comply with the new Family Law Act and create brand credibility. As a result Mediate BC now recognizes Smartsettle training as qualifying towards Family Dispute Resolution Professional qualifications.

During the last three years SFR spent its money approximately as shown in the following table.

	2013 (\$000s)	2014 (\$000s)	2015 (\$000s)
Office administration & support (part of Service & Support in the Issuer's financials)	35	30	29
Accounting & legal	16	10	8
General office & operating expenses	32	19	6
Business Development & iCan Technical Support (part of Service & Support in the Issuer's financials)	477	531	470
Fees payable under the iCan Licence Agreement	67	0	0
Advertising & Marketing	201	38	18
TOTAL	828	628	531
Revenue	11	30	37
Net Loss	817	598	494

The figures in the above table correlate reasonably well with the projections in the Offering Memorandums through which the investment was raised. About half a million dollars was spent in activities related to sales and marketing, business development, operations and further fundraising efforts. More than four hundred thousand dollars were spent each year for continued software development and improvements to process and experience. The totals for each year correspond to the expenses reported in the Issuer's financial statements for those years.

Software Support & Development

Our experience during the startup phase has led us to the conclusion that the use of Smartsettle Infinity cannot be justified for low-value cases (at least not in its present form). It is still a very complex system to use for the average person. The process of modeling complex family-related cases is too involved. Smartsettle Infinity will be more suitable for the higher-value conflicts that are represented within the Family Sector.

We now think that Smartsettle One, our simpler application, will have more use for solving low-value family-related conflicts than we previously thought. Even though these cases typically involve many issues, a skilled facilitator can simplify them so that they are suitable for Smartsettle One. Unfortunately, due to a number of technical issues, Smartsettle One could not be deployed successfully for live cases.

In the meantime, it will be necessary to have iCan's participation in back-end training support and live case technical support. Much work also needs to be done in the area of software development to create an interface that will be easier to use, both for the clients and the facilitators. Some of the technical work that we accomplished during the last two years includes:

- General stabilization of Smartsettle Infinity.
- Development, testing, and promoting the online availability of a fillable e-Form F8; a document that lawyers ask separating couples to fill out. Form F8 is currently prepared by hand.
- Development of Smartsettle One+ (which is forming the groundwork for a future single product that will meet the needs of potential clients for Family resolution; both individual and corporate)
- Design and partial implementation of an intake process that includes automation of preference elicitation in order to make the system easier to use both for the client and facilitator. This is part of our ongoing Ease-of-Use project.

Direct End User Marketing

The first instinct of most people with serious marital or other Family problems is to contact a lawyer, which often leads to the conventional adversarial process. We would like those people to contact us first. The first priority for the Issuer was to market its Service directly to these end users through the Smartsettle Centre for Family Resolutions (SCFR), starting in BC, in order to produce an increased case flow. This facility has been staffed with trained facilitators that are delivering Services through rented facilities. There has been some collaboration with other service providers (lawyers and counsellors).

Because of its unique service and an undeveloped market, there was a need to research possibilities, test theories and then pursue areas where we determined that the best focus of efforts might be (e.g. the legal community vs. counselors vs. individual families).

The Issuer marketed its services directly through appeal to people facing the need for separation, estate and elder care agreements. We attempted to develop connections with the strongest contenders for our services, both among professionals and the public, including:

- individuals,
- counselors,
- pastors
- mediators,
- lawyers and
- organizations.

We spent \$201,629 for advertising and promotion in 2013, \$46,000 in 2014 and \$18,000 in 2015. This expenditure was spent in the following areas:

- comprehensive website development and maintenance,
- a vigorous and broad Google Ad words campaign,
- networking, demonstration sessions and other presentations with various professional groups through seminars and webinars,
- advertising in newspapers and door-to-door ads, and
- training sessions.

Facilitation and Training

In most Family-related applications one or more trained facilitators would be expected to assist with the negotiation process. While the new BC Family Law Act (Mar 18, 2013) promotes

mediation; it also requires mediators to be Family Dispute Resolution Professionals, for which there are stringent qualification criteria. Our cases in BC are presently being lead by an insured Family Law Mediator who is also a Lead Smartsettle Facilitator. Facilitation is charged out at about \$150 per hour. These rates will likely change as the Issuer gains experience that will help determine costs and assist in developing service-pricing models to produce optimal revenue streams.

Anticipating an increased case flow and the associated need for facilitators we built a training program in order to meet that demand and produce a training revenue stream in addition to a facilitation revenue stream. Efforts to bring awareness to these courses was done by extensive promotion, and soliciting of business through emails, phone calls and participation in business groups, like the Chamber of Commerce. The hope was that by offering and delivering training we would create revenue through multiple streams; training, direct use for negotiations, and software licensing.

An entire training course selection was developed and offered to the legal community in the BC Lower Mainland. The Issuer has become an approved content provider for the Law Society Continuing Development Education program and is currently charging from \$100 - \$200 per hour for facilitation. Unfortunately, there have not been any students that have signed up through this channel.

We have also done direct marketing to attract potential facilitators. The Issuer is currently marketing this lead facilitator training for around \$3,000. A number of people, including lawyers, have attended Smartsettle training but so far only a few have followed through to becoming fully qualified, and these two individuals are not local. Only three individuals have paid at least \$3000 for training (one was in-kind).

Our interactions with lawyers have led us to believe that many are interested in the trend toward Alternative Dispute Resolution. But so far not many are shifting their practice in that direction because there still isn't much demand for it. Trying to introduce Smartsettle to change the normal adversarial practice into a collaborative process is a bit like trying to sell telephones when nobody else has one.

Mediation is another possible entry point but the way mediation is generally taught isn't helping our cause a lot in the Family area because the system strongly encourages Independent Legal Advice at the **end** of the process (i.e., after parties think that they've reached agreement), and whatever the parties have gained up until that point becomes in danger of giving way to the traditional adversarial process.

Another focus was towards churches and resolution of conflicts within churches and within families that look to their church for support. Efforts were made to get a commitment for training and services from Tyndale Seminary in Toronto for church negotiations. Unfortunately, after significant efforts were made, including travel to Toronto, our would-be champion at Tyndale fell ill and the project was scuttled.

Sales

Fees are being charged to the negotiating parties for facilitation services provided by facilitators employed by the Issuer or under contract to the Issuer. It was expected that the Issuer would charge fees ranging from \$3,000 to \$6,000 during the start-up stage but fees have actually ranged from \$250 for a 30-minute consult through to \$20,000 for a single complex high value case. The average over the 50 clients served so far has been only about \$1500 per client, much lower than expected.

To date our promotion has resulted in revenues totalling nearly \$100,000 . This revenue has resulted from provision of facilitation and training services.

Unfortunately sales have not increased as quickly as we had hoped. We think eventually that referrals will be our best source of new cases. It may take some time to develop a good reputation that leads to referral of the high-value cases that will bring substantial revenue.

Operating Expenses

Operating expenses were incurred in business development, paying for support from iCan, administration, networking and research. Included in the operating expenses were charges by iCan for “service, support and consulting fees for use of the negotiating software” [\$498,953 (2015), \$561,395 (2014) and \$530,640 (2013)].

Future Initiatives

In spite of minimal revenue, vigorous efforts have continued to insure that the Issuer remains in business and works toward a profitable business. Once the Smartsettle Centre for Family Resolutions is successful, the Issuer plans to sub-license its products to the wider market of Family dispute resolution professionals, and as noted earlier in this section, is already putting energy into networking with potential customers that fall into this category. The Issuer is also considering collaboration with other providers that could take advantage of the Smartsettle algorithms for resolving Family conflicts.

The Issuer plans to continue to raise funding for several years in the hope of raising the capital necessary to develop its business and with a goal of expanding its market share inside and outside of Canada. The Issuer’s near-term objective is to build a model business within British Columbia within two or three years and then replicate that model, initially within Canada, then the US and other countries. The Issuer will market the system directly to end users and (eventually) to lawyers and other interveners who are already involved in facilitating or mediating family-related negotiations.

The Issuer plans to finance its business plans by raising funds from investors pursuant to this Offering and several future offerings at prices and on other terms to be determined at the applicable time. Eligible Investors will be eligible for a 30% tax credit from the Province of British Columbia under the BC Venture Capital Program. In addition, the Shares may be TFSA and RRSP eligible (see Item 6: Income Tax Consequences and RRSP Eligibility and TFSA Eligibility).

2.4 Long Term Objectives

The Issuer's long term objectives are to:	Time Frame (years)	Cost Estimate (\$ million)
Prove the Issuer's business model within BC, primarily in the area of separation agreements and family-estate planning and become profitable on a sustainable basis;	two	2
Develop business to include full range of training, support to professionals (e.g. lawyers, counsellors, mediators)	two	1
Expand the Issuer's business to the rest of Canada, the USA and other countries including the development of strategic partnerships;	three	3
Expand the Issuer's business to a full range of Family-related applications by promoting, supplying and supporting a secure online negotiation support system in such a way as to <ul style="list-style-type: none"> • enable cooperation between parties with conflicting objectives; • accelerate the decision-making process for negotiators and interveners; • help multiple parties achieve optimal solutions to complex and dynamic problems; and establish the Smartsettle Family Resolution process as a practical and high value product or service available to as wide a market as possible. 	four	3
Become a reliable partner of Summit Negotiations Society (Summit)	four	0.0*

* Summit is a non-profit entity created with the intention to reach out to the non-profit organizations, First Nations and low income individuals and families that would not fit the for-profit business of the Issuer. By forming a strong relationship Summit there would be opportunity to exchange or pass on referrals as well as increase networking. There are benefits to simultaneously increasing awareness of Smartsettle, creating goodwill and partnering in the efforts to meet the resolution or negotiation needs that exist but can't all be served through one business model.

It is assumed Summit will be responsible for raising its own funds and the net cost of the Issuer becoming a partner of Summit will be zero. Summit tried to launch with an event on Oct 27th 2014, but the event did not raise sufficient funding through the ticket sales and sponsorships. There have been no fund raising activities since then.

2.5 Short Term Objectives

(a) **Objectives, in approximate order of priority, for the next twelve months are to:**

- continue launching the Smartsettle Centre for Family Resolutions within BC for Family-related negotiations;

- market Smartsettle to the Family-related market and develop training capacity for that market;
- provide information to iCan to help it customize Smartsettle suitably for all types of Family-related applications; and
- provide information to iCan and assist iCan in refining Smartsettle Infinity, which is an eNegotiation system that is currently:
 - multivariate (able to handle cases with multiple variables and issues);
 - multilateral (able to handle cases with multiple parties); and
 - with preference analysis (to determine how parties become satisfied on particular issues), optimization (a process that looks for solutions that maximize mutual benefits), and process controls (especially in a way that puts maximum control in the hands of the end user);

but which needs further refinement so that it can be applied with ease to any type of Family-related case from the very simplest to the very complex.

- develop strategic partnerships

(b) **Meeting the Short-term Objectives**

The first priority for the Issuer is to promote the Smartsettle Centre for Family Resolutions (SCFR). If successful, this will provide an increased case flow, which in turn would require us to complete the building of a training program in order to staff the centre with facilitators and to equip third parties to participate in the process. The resources required to take SCFR to the next level are detailed below.

What the Issuer must do and how it will do it	Months to complete	Estimated cost (including overhead & marketing)
Raise capital from private investors and other sources.	12 months	\$40,000
Marketing and sales activities to increase revenue to at least \$10,000/month	12 months	\$200,000
Finish building a training program	6 months	\$30,000
Hire & train more facilitators	6 months	\$100,000
Test and refine facilitation process	6 months	\$100,000
Develop strategic partnerships	8 months	\$200,000
Collect information from clients and share this information with iCan for its use in improving the Smartsettle eNegotiation System	12 months	\$30,000
Collaborate with iCan in providing an excellent service to its clients that takes full advantage of the Smartsettle eNegotiation System	12 months	\$300,000
		<hr/> <hr/> \$1,000,000 <hr/> <hr/>

2.6 Insufficient Proceeds

Revenue every year has been below projections, and the Issuer has yet to reach and maintain its monthly revenue goal it set. In spite of that the Issuer expects increased revenue as the product and

services become better known to individuals and organizations looking to reduce costs and increase net benefits in their negotiations. The Issuer is continuing to develop and promote training and professional development to lawyers and mediators as well.

As the proceeds of this Offering will not be sufficient to accomplish all of the Issuers proposed objectives, the Issuer intends to raise the additional required funding through additional financings and sales revenue. However, since the Issuer is offering innovative products and services that have not yet received market acceptance, there can be no assurance that the required sales revenue will be forthcoming.

2.7 Material Agreements

Copies of the following agreements will, when executed, be available for inspection upon signing an appropriate non-disclosure agreement (“NDA”) at the registered records office of the Issuer at 1700 - 1185 West Georgia Street, Vancouver, BC V6E 4E6, during normal business hours:

(a) **Material Agreements to which Issuer is currently a party**

The Issuer has not entered into any material contracts other than the iCan Licence Agreement. A description of the iCan Licence Agreement is set out under Item 2.3.

(b) **Material Agreements with a related party**

The iCan License Agreement is with a related party.

There are no debentures or loans due to or from the directors, management, promoters and principal holders as at the date of this Offering Memorandum.

Item 3: Directors, Management, Promoters and Principal Holders

3.1 Compensation and Securities Held

The names, municipalities of residence, offices held, during the past five years, and shareholdings of the directors, officers, promoters, and persons who hold directly or indirectly, more than 10% of any class of the voting securities of the Issuer are:

Name and municipality of principal residence	Positions held and date of obtaining that position	Compensation paid by the Issuer (most recently completed financial year and anticipated in current financial year)	Number, type and percentage of securities of the Issuer held after completion of the minimum offering	Number, type and percentage of securities of the Issuer held after completion of the Maximum Offering*
Dr. Ernest Marvin Thiessen Abbotsford, BC	Director June 22, 2012 CEO January 22, 2013	None**	34,855,000 Shares 26%	34,855,000 Shares 23%
Evangeline Helen Thiessen Abbotsford, BC	10% shareholder March 1, 2013	None	28,010,000 Shares 21%	28,010,000 Shares 18%

Robert Wesley LaRoy Chilliwack, BC	Director January 22, 2013	None	1,335,000 Shares 1%	1,335,000 Shares < 1%
Tracy Allen Baker Surrey, BC	Director August 15, 2014	None	560,000 Shares < 1%	560,000 Shares < 1%

* Assuming no more Shares are purchased by any of these individuals.

** Dr. Thiessen may receive compensation, indirectly, from the Issuer through its payment of the support, staff, royalty, and licensing fees to iCan as disclosed in Item 2.3. In 2015 Dr. Thiessen's salary was \$200,000 and it is expected to be \$180,000 in 2016.

3.2 Management Experience

The following is a summary of the qualifications of the directors and executive officers of the Issuer over the past five years.

Name	Principal occupation and related experience
Ernest Marvin Thiessen, PEng, PhD (Director and CEO)	<p>Prior to founding iCan Systems Inc., in 1993, Dr. Thiessen worked for 17 years as a consulting engineer and researcher in Canada and Nepal. He completed his doctoral dissertation in 1993 at the School of Civil and Environmental Engineering at Cornell. While at Cornell, Dr. Thiessen developed an efficient methodology called ICANS to solve complex negotiation problems. Dr. Thiessen continued the research, further perfecting the analytical methodology and working out details of the required graphical user interface. In 1996, a US patent was issued for his algorithms and computer configuration. Smartsettle is now using a methodology based on iCan's patent.</p> <p>As President and CEO of iCan, Dr. Thiessen oversees the continuing development of Smartsettle and training of personnel for customer support. For a specific reference to Dr. Thiessen's contribution to the use and development of computer-aided mediation and conflict resolution, see Harvard University Professor Howard Raiffa's 1997 book <i>Lectures on Negotiation Analysis</i> published by PON Books.</p>
Robert Wesley LaRoy, RPsych (Director)	<p>As a Registered Psychologist in British Columbia, Mr. LaRoy has worked as a Clinical Operations Manager for the Mental Health and Substance Use Program of the Fraser Health Authority in British Columbia since 2007. Mr. LaRoy also maintains a part-time private practice as a Registered Psychologist. Mr. LaRoy has been associated with the Smartsettle project for several years as an early investor. Mr. LaRoy is Chairman of the Board of iCan Systems Inc.</p>

Tracy Allen Baker (Director)

Tracy Baker has been employed as a deckhand for Washington Marine Group (Seaspan) since 1989. This employment on the water is not entirely coincidental with Mr Baker's long-time passion for promoting of the importance of preservation of water resources for life on earth. Baker's strong belief is that everyone on the planet should have access to clean water. Baker maintains his own website at www.watertweeter.com for the purpose of educating the world about issues that affect everyone regarding the impacts of water access. Baker is a former Advisory Board member of Childcare Canada and was influential in the creation of " Walk For Water - 2010" " which culminated in a fundraiser for Haiti relief after their devastating earthquake. After meeting Dr. Ernest Thiessen in 2009 , Baker worked with him to develop a podcast on Thiesen's work in Nepal that earned him a UNESCO Blue Planet Award for Sustainability. Baker is also a member of Toastmasters and has earned the ranking of "competent speaker " through his involvement with that organization. Baker is also a passionate supporter of the company's vision, and has been an investor since inception. From the beginning of his involvement Baker saw the tremendous potential that exists in changing how our world negotiates the most complex issues facing us as a species.

Potential conflicts of interest among the Issuer, its directors, officers, principal security holders, promoter or any persons providing professional services to the Issuer are discussed in Item 8.2(k) (Issuer Risk: Interests of Principals and Others in Material Contracts and Conflicts of Interest).

3.3 Penalties, Sanctions and Bankruptcy

(a) Penalties against directors

No director, executive officer or control person of the Issuer is, or within the ten years prior to the date of this Offering Memorandum, has been the subject of a penalty or sanction imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of an issuer, or involving theft or fraud.

No director, executive officer, or control person of the Issuer is, or within the ten years prior to the date of this Offering Memorandum, has been, a director or executive officer of any other issuer that, while that person was acting in that capacity:

- (i) was the subject of a penalty or sanction imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of an issuer, or involving theft or fraud; or
- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that issuer.

(b) Bankruptcies of directors

No director, executive officer or control person of the Issuer has declared bankruptcy, made a voluntary assignment in bankruptcy or a proposal under any bankruptcy or insolvency legislation or any proceedings, arrangements or compromises with creditors or

has appointed a receiver, receiver manager or trustee to hold assets during the last ten years.

Item 4: Capital Structure

4.1 Share Capital

Pursuant to the terms of the Notice of Articles and Articles of Incorporation of the Issuer, the authorized capital of the Issuer consists of an unlimited number of common shares without par value, which rank equally as to dividends, voting rights and the right to participate in the distribution of assets on a liquidation. As of the date of this Offering Memorandum, 134,132,750 Shares have been issued.

No Shares of the Issuer have pre-emptive or conversion rights or are the subject to a call, a put or other assessment. No provision has been made by the Issuer in any of its constating documents or in any other oral or written contract that would provide for the redemption, purchase for cancellation, or surrender of any of its Shares. There are no persons who are entitled to any special rights or priorities that differ from the rights of any other holder of the Shares.

The following is a summary of the outstanding securities of the Issuer both before and after the Offering:

Description of Security	Number authorized to be issued	Number outstanding as at the date of this Offering Memorandum	Number outstanding after min offering	Number outstanding after Max Offering
Common Shares	unlimited	134,132,750	134,132,750	164,132,750

4.2 Long Term Debt

The following table summarizes information about outstanding long-term debt of the Issuer. The Issuer is contingently liable for \$100,000 in respect of a bank loan guarantee for iCan Systems Inc. as shown in the following table.

Description of long term debt (including whether secured)	Interest rate	Repayment terms	Amount outstanding at of the date of this Offering Memorandum
\$100,000 LOC unsecured	5.9%	revolving	___0___

4.3 Prior Sales

The Issuer has issued 134,132,750 Shares for a total of \$2,090,077 since incorporation in 2012 as follows.

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
June, 2012	Common Shares	1,000	\$0.01	\$10
July, 2012	Common Shares	6,000,000	\$0.005	\$30,000
Sept, 2012	Common Shares	12,000,000	\$0.01	\$120,000
Jan, 2013	Common Shares	19,870,000	\$0.01	\$198,700
Feb, 2013	Common Shares	19,000,000	\$0.01	\$190,000
Mar, 2013	Common Shares	4,750,000	\$0.02	\$95,000
Dec, 2013	Common Shares	10,675,000	\$0.01	\$106,750
Jan, 2014	Common Shares	11,575,000	\$0.01	115,750
Jan, 2014	Common Shares	16,110,000	\$0.02	\$322,200
Feb, 2014	Common Shares	1,000,000	\$0.01	\$10,000
Feb, 2015	Common Shares	8,369,300	\$0.01	\$83,693
Feb, 2015	Common Shares	1,048,700	\$0.02	\$20,974
Feb, 2015	Common Shares	8,500,000	\$0.04	\$340,000
Dec, 2015	Common Shares	6,125,000	\$0.02	\$122,500
Jan, 2016	Common Shares	1,492,500	\$0.02	\$29,850
Jan, 2016	Common Shares	7,616,250	\$0.04	\$304,650

Item 5: Securities Offered

5.1 Terms of Securities

We are offering a maximum of 30 million Shares in the Issuer.

(a) **Voting rights and restrictions**

Each Share is entitled to one vote at a meeting of shareholders.

(b) **Conversion or exercise rights**

There are no issued shares of the Issuer that have pre-emptive or conversion rights or which are subject to a call, a put or other assessment.

(c) **Redemption or retraction rights**

No provision has been made by Issuer in any of its constating documents or in any other oral or written contract that would provide for the redemption, purchase for cancellation, or surrender of any of its shares.

(d) **Interest or dividend rates**

We have no present intention of paying dividends. Future dividends, if any, will be determined by our directors.

There are no persons who are entitled to any special rights or priorities that differ from the rights of any other holder of the Shares and all Shares shall have equal voting rights. As of the date of this Offering Memorandum, there have been no modifications to or amendments to the constating documents of the Issuer.

5.2 SBVC Act Matters

Equity Capital Program Summary

The Equity Capital Program is the operating name for the programs operating under the SBVC Act. This program is designed to encourage arm's length investors to make equity investments in businesses operating in sectors which result in export enhancement, import replacement or otherwise diversify the economy of British Columbia.

The Province of British Columbia provides investors with a tax credit incentive equal to 30% of their investment in a special holding company called a Venture Capital Corporation ("VCC"), which in turn invests in one or more businesses that meet the eligibility criteria of the SBVC Act. Small businesses also have the option as registering as an EBC under the SBVC Act so they may receive investment under the program directly without having to set up a holding company of VCC. The Issuer has registered as an EBC.

Investors who require further information on the provisions of the SBVC Act and Regulations are advised to consult their own professional advisors or contact the Investment Capital Branch staff.

Equity Capital Authorizations

Before an EBC can raise equity capital and issue shares it must have an authorization from the Equity Capital Program, which will specifically authorize the maximum amount of capital that can be raised and the amount of time in which this raising of funds can occur.

No tax credits will be issued to investors who purchase shares of an EBC that does not have either an authorization to raise equity capital or where the authorization has expired prior to the investor's purchase of shares.

The Administrator of the *SBVC Act* can extend the authorization period and establish a new expiration date. As there is no assurance that such an extension would always be granted, investors should verify that they are purchasing their shares within a duly authorized period of time.

As of the date of this Offering Memorandum, the Issuer has already raised \$2,090,077 through the Equity Capital Program under prior equity capital authorizations. On May 5, 2016, the Issuer obtained a further authorization from the Equity Capital Program to raise up to \$600,000. The Issuer's authorization lasts until March 1, 2017.

5.3 Subscription Procedure

(a) How to subscribe and method of payment

You may subscribe for Shares by returning to the Issuer all of the following that are applicable:

1. a completed Subscription Agreement in the form accompanying this Offering Memorandum, duly executed and witnessed;
2. a completed copy of a Risk Acknowledgement Form (Form 45-106F4) (Exhibit II to Schedule A), duly executed—you should keep a signed copy of this form;
3. a completed and duly executed Share Purchase Report (if applicable) (Exhibit III to Schedule A); and
4. a certified cheque or bank draft made payable to Smartsettle Family Resolutions Inc., in the amount of the Subscription Price.

Only Eligible Investors will qualify for the tax credits available under the *SBVC Act*, as indicated in the Subscription Agreement.

The Subscription Agreement, Risk Acknowledgement Form and Share Purchase Report and the Subscription Price will be retained in the possession of the Issuer until closing. On the Closing Date, the Subscription Agreement and the Subscription Price will be accepted by the Issuer, and the Risk Acknowledgement Form will be retained by the Issuer for eight years in compliance with National Instrument 45-106.

By signing the Subscription Agreement, the prospective purchaser authorizes the Issuer to perform certain functions, as described in this Offering Memorandum. In particular, the Issuer will be authorized to deduct and remit the Offering Expenses and to use the funds to build its business.

A Subscriber will only be accepted as a Shareholder if on or before the Closing Date the Issuer is in receipt of the Subscription Documents in accordance with the Subscription Agreement, including the Subscription Price.

You may not subscribe for fractional shares.

(b) Consideration to be held in trust

We will hold your subscription funds in trust until midnight on the second Business Day after the day on which we received your signed Subscription Agreement.

(c) Conditions to closing

The Issuer reserves the right to accept or reject any Subscription Agreement in whole or in part and close the Offering at any time, without notice. If the Issuer rejects any Subscription Agreement, the Issuer will promptly return any subscription funds to the Subscriber, without deduction or interest.

It is a condition precedent to the Initial Closing that the Program Administrator under the British Columbia Equity Capital Program has issued approval to raise capital under the *SBVC Act*.

We expect to close the Offering on or before March 1, 2017.

At the Closing of the Offering we will deliver to you certificates representing fully paid and non-assessable Shares, provided the Subscription Price has been paid in full.

Item 6: Income Tax Consequences and RRSP Eligibility and TFSA Eligibility

6.1 Provincial Government Disclaimer

In registering the Issuer under the SBVC Act, the Province of British Columbia makes no representations with respect to any tax considerations discussed in this document other than with respect to those dealing with the British Columbia tax credit available in respect of the purchase of the Shares.

The Province of British Columbia in no way guarantees the value of any shares issued by an EBC registered under the SBVC Act. Nor does it in any way express an opinion as to the financial condition of the Issuer or the merits of an investment in shares of the Issuer.

6.2 Professional Advisor

While this Offering Memorandum was reviewed by the Investment Capital Branch staff, such review was limited specifically to the requirements of the SBVC Act only and any other matters which concern investors should be reviewed with their own personal advisors.

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

6.3 The Tax Credit

The Issuer shall, on behalf of its Shareholders who are individuals that reside in British Columbia at the date they subscribe for Shares or corporations with a permanent establishment in British Columbia, apply for a tax credit certificate entitling each of those shareholders to a tax credit equal to 30% of the amount received by the Issuer from those shareholders in a particular taxation year. Tax credit certificates will only be issued if the Issuer complies with both the technical requirements and intent of the SBVC Act.

A **subscriber who is an individual investor** must deduct the lesser of his tax credit or \$60,000 against tax otherwise payable under the B.C. Income Tax Act for that taxation year. To the extent that the tax credit of an individual exceeds the amount of provincial taxes payable, the individual will be entitled to a refund of the difference between the lesser of \$60,000 or his tax credit and the tax otherwise payable, after deducting certain other credits available under the B.C. income Tax Act.

In administering the refund process, the refund must first apply to offset other amounts payable, including arrears under both the federal and the B.C. income Tax Act. If an individual has a tax credit in excess of \$60,000, the excess may be carried forward and utilized, subject to the \$60,000 annual limit, in any of the four subsequent taxation years. Note that an individual shareholder may claim a tax credit in the prior year if the shares of a VCC or EBC are purchased within the first 60 days of the year.

A **subscriber that is a corporation** must deduct the tax credit earned in the taxation year from tax otherwise payable by the corporation under the B.C. income Tax Act; there is no annual limit on the tax credit for corporations. A corporation is not entitled to a refund in respect of a taxation year if the amount of the tax credit exceeds the amount of its tax otherwise payable under the B.C. Income Tax Act for the taxation year. A tax credit not so utilized by a corporation may be carried forward for up to four subsequent taxation years and may be utilized to the extent that there is tax otherwise payable under the B.C. Income Tax Act in such taxation years.

Term of the Investment

Under the *SBVC Act*, investor shares in an EBC must be maintained for at least 5 years from the date of issue and may not be redeemed, acquired, cancelled or transferred before this time. The EBC must also qualify as an Eligible Investment for at least 5 years from the date capital was received from the investor.

Consequences of Non-compliance

There are a variety of situations that can arise to cause the EBC to not be in compliance with the *SBVC Act*. The result of a failure to comply with the legislation varies depending upon the particular nature of the non-compliance but essentially the Administrator can require any non-complying EBC to either rectify the circumstances of non-compliance or to pay back the tax credits previously issued to its shareholders.

6.4 Tax Consequences for Holding Non-Qualified Investments

Subsection 146(10.1) of the Act provides for the payment of income tax by an RRSP that holds at any time in a taxation year, a property that is not a qualified investment. Income tax is payable on a

notional taxable income which is calculated using only the income or loss from such property and the full capital gain or capital loss from disposition of such property. Similar provisions are applicable to a TFSA plan.

An additional tax under Part XI.1 of the Act would apply to the RRSP or the TFSA holding non-qualified investments. This tax is calculated at the end of each month at a rate of 1% of the market value at the time of acquisition of the non-qualifying property subject to certain adjustments.

Given the costs of holding non-qualified investments, it is important that shares held in RRSP or TFSA plans be retracted on a timely basis as the project terminates.

6.5 Federal Income Tax Consequences

The following is a summary prepared by management of the principal Canadian federal income tax consequences of purchasing Preferred Shares pursuant to this Offering.

This summary is provided for information purposes only. It is not intended to constitute, and should not be construed to constitute, legal or tax advice to any particular investor in the Shares. Investors acquiring the Shares acknowledge that they have obtained and relied upon independent advice for tax as well as other issues for the purpose of determining all relevant information pertaining to the consequences arising from their particular circumstances.

Shares acquired pursuant to this Offering will generally constitute capital property to an investor unless the investor is a trader or dealer in securities, a financial institution or entity controlled by a financial institution, or otherwise does not acquire the Shares for investment (as opposed to resale) purposes.

Dividends received on the Shares will constitute dividends from a taxable Canadian corporation for purposes of the Tax Act. Where a recipient is an individual, dividends must be included in the recipient's income for the year according to the prevailing guidelines of the Tax Act for dividend income treatment.

A disposition or deemed disposition of the Shares acquired will normally trigger a capital gain (or capital loss) equal to an amount by which the disposition proceeds exceed (or are exceeded by) the investor's adjusted cost base of the shares plus reasonable disposition-related costs. Such capital gain or loss must be reported for the tax year in which the disposition occurred in accordance with the prevailing guidelines of the Tax Act.

The repurchase of Shares by the Issuer will normally give rise to a dividend to the holder to the extent that the amount received on the redemption or repurchase exceeds the paid-up capital applicable to that share. This excess should be characterized as proceeds of disposition for capital gain purposes in the case of a Canadian resident corporate shareholder. The balance of the amount received will be treated as proceeds of disposition for capital gain purposes. Such proceeds must be reported for the tax year in which the redemption or repurchase occurred in accordance with the prevailing guidelines of the Tax Act.

EACH PROSPECTIVE INVESTOR IS STRONGLY ADVISED TO SEEK INDEPENDENT ADVICE IN RESPECT OF THE INCOME TAX CONSEQUENCES OF THEIR PARTICIPATION IN THIS OFFERING TAKING INTO ACCOUNT THEIR OWN PARTICULAR CIRCUMSTANCES.

6.6 RRSP and TFSA eligibility

For purposes of Registered Retirement Savings Plans (RRSP) or Tax Free Savings Plans (TFSA), shares in the capital stock of the Issuer may meet the definition of a “qualified investment” in accordance with Section 146(1) of the Tax Act if the following conditions exist:

1. *The Issuer is a “small business corporation”, which requires the corporation to be Canadian-controlled and that substantially all (90% or more) of the fair market value of the assets are:*
 - a. *used principally in an active business carried on primarily in Canada by the corporation or by a corporation related to it;*
 - b. *shares or debts of connected small business corporations; or*
 - c. *a combination of the above two.*
2. *The Corporation is registered under the provisions of the SBVC Act and the annuitant or beneficiary of the plan is not a “connected shareholder” of the Issuer. Generally, a connected shareholder is defined as a person who owns (directly or indirectly) 10% or more of the shares of any class of the Issuer or any person who is otherwise not dealing at arms-length with the Issuer*

Although it is the opinion of management that most investments in the Issuer will qualify, not all securities are eligible for investment in a registered retirement savings plan (RRSP) or tax free savings plan (TFSA) it. You should consult your own professional advisers to obtain advice on the eligibility of these securities.

Item 7: Compensation Paid to Sellers and Finders

Subject to compliance with all applicable securities laws, regulations, rules, policies and instruments, the Issuer may pay commissions or referral fees, in its sole discretion, to qualified individuals or entities consisting of a cash fee up to a maximum of 10% of subscription proceeds received by the Issuer.

Item 8: Risk Factors

Following are described approximately in order of importance in each category, starting with the most important, the risk factors material to the Issuer that a reasonable investor would consider important in deciding whether to buy the issuer's securities.

8.1 Investment Risk

The purchase of Shares involves a number of significant risk factors. In addition to the factors set forth elsewhere in this Offering Memorandum, prospective purchasers should consider the following:

(a) **Our securities are speculative**

The purchase of Shares is highly speculative. You should buy them only if you are able to bear the risk of the entire loss of your investment and have no need for immediate liquidity in your investment. An investment in the Shares should not constitute a major portion of

your portfolio. You should consult your own independent advisors as to the tax, business and legal considerations regarding an investment in our securities.

- (b) **Because there is no market for our securities you may not be able to sell your securities. The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell your securities and recover any part of your investment.**
- (c) **Resale Restrictions**
Transferability of the Shares is restricted. The Issuer is not a reporting issuer, therefore, there is an unlimited hold period on the Shares (see Item 10: Resale Restrictions). The Issuer has no intention of becoming a reporting issuer. Therefore, a transfer must be in compliance with an exception to the Offering Memorandum and registration requirements in the applicable securities legislation.
- (d) **No Minimum Subscription**
The Offering is not subject to any aggregate minimum subscription level and, therefore, any funds received from an investor will be made available to the Issuer subject only to compliance with the *SBVC Act*, and the purchaser's rights described in Item 11 and need not be refunded to the investor. Upon acceptance of any Subscription Agreements, all of the subscription Price of any subscriptions will be advanced to the Issuer. A significant risk associated with no minimum subscription level is the fact that the Issuer has already started with the business before any significant funds have been raised and there is no guarantee that the Issuer will raise enough funds to achieve its objectives.
- (e) **The Issuer is dependent on iCan to finish the product**
The Issuer was formed in 2012 and has not yet established a profitable business, due in part to a product that is not fully ready for the Family market. If iCan is not successful, the product may never appear as needed. As a result, the business model is still in an evolving state. These circumstances make an evaluation of the Issuer and its prospects difficult and the likelihood of the Issuer's success must be considered in light of the problems, expense, difficulties and delays that might be encountered in this respect. A purchase of the Shares offered hereby must thus be regarded as the placing of funds at risk for a longer start-up phase.
- (f) **Arbitrary Determination of Price**
We determined the price of the Shares arbitrarily based on hypothetical projections. The price bears no relationship to earnings, or book value. This price is unlikely to reflect the true value of the investment in the Issuer.
- (g) **The Issuer will need to continue raising capital over several years**
There is no assurance that the Issuer's sales will increase as planned. Even if we sell all the Shares, we anticipate that the Issuer will need to supplement those funds with sales revenues in order to significantly expand its operations as part of its strategy to increase operating profits. There is no assurance that the Issuer will be able to obtain additional financing on reasonable terms or at all. If the Issuer raises additional capital through equity, existing shareholders will experience dilution. If the Issuer is unable to raise additional financing when needed, it may be unable to grow or even maintain its current level of business operations.

(h) **Marketability of the Shares and Exit Strategy**

The Issuer's business plan, which has been adopted by the Issuer's Board of Directors, is to provide a return to investors at the earliest reasonable opportunity. The Issuer anticipates that investors will achieve liquidity of their investment through:

1. dividends after the Issuer is generating sufficient sales revenue,
2. sale of the Shares or assets to a third party purchaser,
3. redemption or repurchase of the shares by the Issuer,
4. investment in the Issuer by one or more private equity investors, or
5. the public listing of the shares of the Issuer on a stock exchange.

Notwithstanding the above, the investor should realize that there is currently no market through which the Shares may be sold and there is no guarantee that any market for the Shares will develop in the future. Accordingly, an investment should only be considered by investors who do not require liquidity.

The Shares will be sold pursuant to exemptions from applicable securities laws and any disposition of Shares will require compliance with such laws. Consequently, it is possible that holders of Shares may not be able to liquidate their investment and that Shares may not be readily acceptable as collateral for loans.

There is no assurance that earnings sufficient to pay dividends on the Shares will ever be achieved. The limitations on the declaration of dividends imposed by the SBVC Act are very restrictive, and will effectively mean that no dividends will be declared on the Shares for at least the first few years, and likely for longer.

(i) **Assessment of the Investment**

Prospective purchasers assessing the risks and rewards of this investment should appreciate that they will, in part, be relying not only on the good faith and expertise of the management of the Issuer but also on their continuing ability to meet their respective financial obligations with respect to the management of the business of the Issuer. Although there may be considerable potential value in the rights granted by iCan, this potential value is currently dependent on the support of iCan and the knowledge of a few individuals so the tangible net worth of the Issuer is very limited. Therefore, the overall performance of the business of the Issuer may be considered to be partially dependent upon the success of the sale of the Shares. Unless early sales revenue is greater than expected, the Issuer will be able to implement all of its plans only if the Maximum Offering is achieved.

(j) **Import Restrictions**

The market for Products and Services may be affected in the event that any foreign country imposes importation restrictions preventing the Issuer from selling and shipping its Products and Services to a person resident in such a country.

(k) **Tax Matters**

The Canadian federal and provincial tax treatment of business activities and of limited partnerships has a material effect on the attractiveness of investment in the Shares (see

Item 6: Income Tax Consequences, RRSP Eligibility and TFSA Eligibility). The return on a Shareholder's investment in his/her Shares is subject to changes in Canadian Federal and Provincial tax laws. There can be no assurance that the tax laws will not be changed in a manner that will fundamentally alter the tax consequences to investors of holding or disposing of Shares. No advance income tax ruling has been applied for or received with respect to the income tax consequences set out in this Offering Memorandum. There is also the risk that CRA may reassess the returns of Shareholders relating to their investment in the Shares.

8.2 Issuer Risk

(a) No Assurance of Profitability of Operations

An investor must assess the impact of the lack of business history of the Issuer. There can be no assurance that the Issuer will be able to operate successfully at a commercial level and in fact, may ultimately fail. Even if its commercial operations are successful, there is no assurance that the Issuer will achieve any specific level of profitability.

Investors must rely upon the Issuer in the selection of people to implement its strategy. The Issuer has relied to a significant extent on the expertise of its officers and consultants. In addition, the overall performance of the business of the Issuer may be considered to be partially dependent upon the success of the sale of the Shares, since the Issuer will only be able to commence all of its projects if the Maximum Offering is achieved.

Development of the Issuer's primary product, Smartsettle Infinity, is not complete and there is no assurance that a user-friendly software program that is not cost prohibitive can be developed. Smartsettle Infinity is still in the testing phase and is not yet fully market-ready. Success of the Issuer will also depend upon the continued ability of iCan to develop and improve the Products.

(b) Insufficient Funds

The successful operation of the Issuer will be dependent on being able to raise sufficient funds to launch the business and also on management's ability to attain and maintain sales revenue sufficient to meet expenditures. There is no assurance that the operations of the Issuer will provide sufficient cash flow. The Issuer is raising insufficient funds from this current Offering to accomplish its short-term objectives.

(c) The Issuer may not be able to compete successfully

It is not clear whether there is a market at this time for the Issuer's Products and Services because software assisted negotiation is still a new concept. Even if a market does develop, it is difficult to predict the share of the market that will be obtainable by the Issuer, its future rate of growth, if any, or the level of prices the market will pay for the Issuer's Products and Services. There are many businesses in North America that could potentially provide services similar to the Issuer's and, because of market potential, they may eventually become competition for the Issuer's specific Products and Services. There is no assurance that the Issuer will be able to compete or capture adequate market share. The Issuer will not remain profitable if it cannot compete successfully with other businesses.

All of the Products and Services of the Issuer may face local, national and international competition. The production standards, pricing and marketing of the Issuer's Products and Services will have to be maintained at a competitive level. While there are no products in

the marketplace, of which the Issuer is aware, that are as advanced as the Issuer's Product, there is no guarantee that more directly competitive products will not be offered for sale by a competitor of the Issuer.

(d) Market Acceptance

There can be no assurance that the Issuer's Products and Services will achieve significant market acceptance. Furthermore the Issuer's ability to effectively market its Services will depend significantly upon its ability to establish key relationships with Family law lawyers and other strategic partners such as providers of related products and services. It is not known whether all necessary relationships will be secured or that, once formed, such relationships will yield satisfactory results.

(e) The Issuer depends on the services of several key individuals and will depend on strategic alliances

The operations of the Issuer are highly dependent upon the participation of its directors and executive officers, as well a critical strategic alliance with iCan. The loss of any one or more of senior management personnel in either company could materially affect the ability of the Issuer to implement its business plan. Because of this, the absence of key-man insurance for some key employees represents an additional risk to the Issuer. The future success of the Issuer will be dependent upon its ability to attract and retain highly qualified management personnel. Competition for such individuals is intense and there can be no assurance that the Issuer will be able to retain its current key personnel or that it will be able to attract and retain other highly qualified personnel in the future. In addition, certain of the directors and officers of the Issuer may have a conflict of interest in allocating their time between the business of the Issuer and other businesses or projects in which they are or may become involved.

(f) Management of Growth

The Issuer anticipates rapid expansion of its customer base and growth in the need for internal resources and employees. The issuer plans to capitalize on this growth but future operating results will depend on management's ability to manage this anticipated growth, hire and retain qualified employees, properly generate revenues and control expenses. This growth could place a significant strain on the Issuer's financial, managerial, operational and other resources. The Issuer's current management, personnel, systems, procedures and controls may not be adequate to support the Issuer's future operations.

(g) Nature of the Underlying Businesses

The Issuer is continuing to develop a relatively new business within an early stage market. It is also relying on a Product that is still under development by iCan and the commercial viability of the Issuer's Products and Services has yet to be established. Its success will be dependent upon its ability to profitably market its Products and Services in the domestic and international marketplaces. Also important will be the Issuer's ability to source and maintain adequate debt and equity financing and/or government assistance if other sources of funding do not meet the cash flow requirements of its operations.

(h) Management Skills

Investors in the Issuer must rely upon management of the Issuer for decisions about the marketing and distribution of Products and Services and the general administration of its business. An investor must assess the impact of the fact that this business has been

inherited from iCan and it has virtually no history of its own (started in 2012) and there are a relatively small number of current management personnel. These few individuals possess the knowledge upon which the success of the Issuer largely depends. The Issuer's business plan calls for significant additions to management during the start-up phase of operations but until this need can be filled adequately, the relative shortage of management personnel poses an increased risk to the investor.

(i) **No Review by Regulatory Authorities**

This Offering Memorandum constitutes a private offering of the Shares by the Issuer only to those persons whom they may be lawfully offered for sale under exemptions from applicable securities legislation. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus, advertisement or a public offering of these Shares. Except for the limited review conducted by the Investment Capital Branch of the Province of BC in respect of SBVC Act compliance only, subscribers to this Offering Memorandum will not have the benefit of a review of the material by any regulatory authority.

(j) **Lack of Separate Counsel**

Counsel for the Issuer in connection with this Offering is also counsel to the CEO and as counsel for iCan, on which the Issuer is strongly dependant. The Issuer, the CEO and iCan have not been represented by their own legal counsel and have not each had the benefit of independent legal advice.

(k) **Interests of Principals and Others in Material Contracts and Conflicts of Interest**

The iCan Licence Agreement has not been the result of arm's length negotiations but is believed to be reasonable in relation to the services performed.

The Issuer will be relying on its CEO, Ernest Thiessen, and other officers and directors to advise with respect to the marketing of its Products and Services. Ernest Thiessen is also President, CEO and a major shareholder of iCan, which could present a conflict of interest. Ernest Thiessen is also a Director and Lead Facilitator with Summit Negotiations Society. Robert LaRoy, Director, is also a director and Chairman of the Board at iCan. Other officers and directors of the Issuer, are now or may also become in the future officers and/or directors of other entities or act as principals, officers or directors of other businesses. There may be conflicts of interest in allocating management time, services and functions among the Issuer, and other present or future businesses that officers and directors may organize, or provide management services to, as well as other business ventures in which they are or may become involved.

Although the Issuer and iCan are dependent on each other for mutual success, they also each have their own exclusive interests. Save as aforesaid, there are no existing or potential conflicts of interest among the Issuer, each of their respective directors, officers, principal security holders and any persons providing professional services to the Issuer which could reasonably be expected to affect the investment decision of a Subscriber.

8.3 Industry Risk

(a) **Competition**

Although the Issuer is unaware of any product directly comparable to the Smartsettle eNegotiation System (including Smartsettle One and Smartsettle Infinity), which is what

gives the Issuer a competitive advantage, the Issuer operates in a competitive industry. If the Issuer is unable to compete, or if the Issuer's competitors develop a similar product, it could have a material adverse effect on the Issuer's business.

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

There are currently few laws or regulations that specifically regulate commercial Internet activities in Canada or in the USA. Laws and regulations may be adopted in the future, however, that could have a material adverse impact on our business. How our business can successfully cooperate with the legal community is very important but still uncertain.

(c) **The sale of software items, such as Smartsettle, are sensitive to economic shifts and fluctuations of currency**

A significant number of customers may come from outside of Canada. If there was a general downturn in the economy causing increased economic uncertainty, or if incomes fall, the target market for our Products and Services could shrink. The willingness of customers to purchase new unproven product/services might be difficult to obtain if the economy was uncertain.

The Canadian dollar, relative to the US dollar, has been in decline since 2012 but this trend could reverse. If the value of the Canadian dollar increased, our Products and Services could become more expensive to customers who would need to first purchase Canadian dollars in order to purchase our Products and Services. A competitor's product might then become more attractive.

Item 9: Reporting Obligations

The Issuer is not a "reporting issuer" as that term is defined in applicable securities legislation and will not become a "reporting issuer" in British Columbia or in any other jurisdiction following the completion of this Offering. As a result, the Issuer will not be subject to the continuous disclosure requirements of the applicable securities legislation in such jurisdictions including, without limitation, requirements relating to the preparation and filing of audited annual financial statements and other financial information, the dissemination of news releases disclosing material changes in the business and affairs of the Issuer and the filing of material change reports. Unless and until the Issuer obtains a receipt for a prospectus and becomes a reporting issuer in British Columbia, the Issuer does not intend to prepare such information.

However, as a Shareholder of the Issuer you are entitled to receive Smartsettle's audited annual financial statements unless all of the company's security holders, including those not otherwise entitled to vote, vote unanimously, each year, to waive the appointment of an auditor. You will also be given notice of and entitled to attend general meetings of the holders of outstanding common shares of the Issuer in accordance with the *Business Corporations Act*.

Item 10: Resale Restrictions

These securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

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

For trades in Manitoba, unless permitted under securities legislation, you must not trade the securities without the prior written consent of the regulator in Manitoba unless

1. The Issuer has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or
2. you have held the securities for at least 12 months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

EACH SUBSCRIBER SHOULD CONSULT HIS/HER OWN LEGAL ADVISER BEFORE ATTEMPTING TO DISPOSE OF HIS/HER SECURITIES IN ORDER TO AVOID A BREACH OF THE RELEVANT SECURITIES LAWS, REGULATIONS, POLICIES OR ORDERS.

Item 11: Purchaser's Rights

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

11.1 Two-day cancellation right

You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd Business Day after you sign the agreement to buy the securities.

11.2 Statutory rights of action in the event of a misrepresentation

If there is a misrepresentation in this Offering Memorandum, you have a statutory right under the *Securities Act* to sue:

1. the Issuer to cancel your agreement to buy these securities; or
2. for damages against the Issuer, each person who signed the Offering Memorandum and every Director who was a Director at the date of this Offering Memorandum.

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

If you intend to rely on the rights described above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you signed the Subscription Agreement. You must commence an action for damages within the earlier of 180

days after learning of the misrepresentation and three years after you signed the Subscription Agreement.

Item 12: Financial Statements

(see next page)

SMARTSETTLE FAMILY RESOLUTIONS INC.

Financial Statements

December 31, 2015

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ACCOUNTANTS
AND BUSINESS
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INDEPENDENT AUDITORS' REPORT

To the shareholders of:

SMARTSETTLE FAMILY RESOLUTIONS INC.

We were engaged to audit the accompanying financial statements of SMARTSETTLE FAMILY RESOLUTIONS INC. which are comprised of the statement of financial position as at December 31, 2015, and the statements of comprehensive income, changes in equity and cash flows for the year then ended, along with a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International financial reporting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of SMARTSETTLE FAMILY RESOLUTIONS INC. as at December 31, 2015 and its financial performance and its cash flows for the year then ended, in accordance with International financial reporting standards.

Emphasis of Matter

We draw attention to Note 4 in the financial statements which indicates that the Company has recurring losses and a working capital deficiency. These conditions, as set forth in Note 4, indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern.

Friesen Pankratz & Associates LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Abbotsford, BC

May 19, 2016



SMARTSETTLE FAMILY RESOLUTIONS INC.

Statement of Comprehensive Income
For the year ended December 31, 2015

	2015	2014
REVENUE	\$ 37,074	\$ 30,214
OPERATING EXPENSES		
Service, support and consulting (Note 6)	498,953	561,395
Advertising and promotion	17,598	37,587
Professional fees	8,405	10,243
Rent	3,024	6,432
Memberships and licences	1,478	2,034
Interest and bank charges	890	245
Employee benefits and payroll costs	350	149
Office, stationery and postage	217	3,898
Insurance	-	1,750
Travel	-	819
Vehicle operating	-	2,878
	530,915	627,430
NET LOSS	\$ (493,841)	\$ (597,216)



SMARTSETTLE FAMILY RESOLUTIONS INC.

Statement of Changes in Equity
For the year ended December 31, 2015

	2015	2014
DEFICIT - Open	\$ (1,677,624)	\$ (1,080,408)
Net Loss	(493,841)	(597,216)
DEFICIT - Close	\$ (2,171,465)	\$ (1,677,624)

See accompanying Notes to Financial Statements and Auditor's Report



SMARTSETTLE FAMILY RESOLUTIONS INC.

Statement of Financial Position

As at December 31, 2015

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	\$ 6,134	\$ 9,785
Accounts receivable	8,491	6,002
Sales taxes refundable	24,352	7,494
	38,977	23,281
	\$ 38,977	\$ 23,281
LIABILITIES & SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accruals	\$ 5,502	\$ 6,309
Accounts payable to related party (Note 6)	456,667	251,281
Customer deposits	11,135	5,337
Deposits received for shares to be issued	-	265,948
	473,304	528,875
DEFICIT		
Share capital (Note 8)	1,737,138	1,172,030
Deficit	(2,171,465)	(1,677,624)
	(434,327)	(505,594)
	\$ 38,977	\$ 23,281

APPROVED ON BEHALF OF THE BOARD:

_____ Director

_____ Director

**SMARTSETTLE FAMILY RESOLUTIONS INC.****Statement of Cash Flows****For the year ended December 31, 2015**

	2015	2014
OPERATING ACTIVITIES		
Loss before income taxes	\$ (493,841)	\$ (597,216)
Add: non-cash items affecting operations		
Accounts receivable	(2,489)	(4,748)
Prepaid expenses	-	1,750
Accounts payable and accruals	(805)	2,059
Sales taxes payable	(16,858)	16,780
Deposits payable	(260,150)	161,035
Accounts payable to related party	205,384	(136,846)
	(568,759)	(557,186)
FINANCING ACTIVITIES		
Share capital	565,108	552,357
DECREASE IN CASH OR EQUIVALENTS	(3,651)	(4,829)
CASH - OPEN	9,785	14,614
CASH - CLOSE	\$ 6,134	\$ 9,785

See accompanying Notes to Financial Statements and Auditor's Report



SMARTSETTLE FAMILY RESOLUTIONS INC.

Notes to Financial Statements

For the year ended December 31, 2015

1. DEFINITION OF ENTITY

Smartsettle Family Resolutions Inc. (the "Company") was incorporated under the laws of the Province of British Columbia on June 22, 2012. The Company's primary business activity is the provision of negotiation services to families using the Smartsettle online negotiation system.

The Company plans to produce revenue through sale of negotiation training, technology and services. A variety of products will be made available through various marketing and sales campaigns to direct end users and to those who provide negotiation services to family related conflicts.

2. ACCOUNTING POLICIES

(a) Accounting framework

These financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS).

(b) Revenue recognition

Revenues are recognized when performance is achieved and reasonable assurance regarding measurement and collectibility of the consideration exists.

3. ECONOMIC DEPENDENCE

The company utilizes a software license from iCan Systems Inc. in order to produce revenues. Currently there is not an alternative software solution on the market; therefore, if iCan Systems Inc. is no longer willing or able to provide the software the company would lose the long-term advantage of continued support and improvements to the existing system.



SMARTSETTLE FAMILY RESOLUTIONS INC.

Notes to Financial Statements

For the year ended December 31, 2015

4. GOING CONCERN

These financial statements have been prepared on a going concern basis in accordance with IFRS. The going concern basis of presentation assumes that the Company will continue operations for the foreseeable future and be able to realize its assets and discharge its liabilities and commitments in the normal course of business.

The Company is in a significant loss position with a working capital deficiency. The current cash level of the Company does not allow for the settlement of current working capital and the Company has not raised additional funds in order to cover off current liabilities as at balance sheet date.

If the related parties were to call amounts due or fail to advance funds when necessary, such events would raise substantial doubt about the Company's ability to continue as a going concern. These financial statements do not reflect adjustments that would be necessary if the going concern assumption was not appropriate. If the going concern basis was not appropriate for these financial statements, then adjustments would be necessary in the carrying value of assets and liabilities, the reported revenue and expenses, and the balance sheet classifications used.

5. FINANCIAL INSTRUMENTS

Financial instruments are defined as a contractual right to either receive or deliver cash or another financial instrument to another party. The Company's financial instruments consist of the following items:

- Cash
- Accounts receivable
- Accounts payable and accruals
- Accounts payable to related party

Fair Value

The carrying amount of cash, accounts receivable and accounts payable and accruals approximates their fair value because of the short-term nature of these items.

Credit Risk

The Company does not have financial assets that are exposed to credit risk.



SMARTSETTLE FAMILY RESOLUTIONS INC.

Notes to Financial Statements

For the year ended December 31, 2015

FINANCIAL INSTRUMENTS (Continued)

Interest Rate Risk

The Company is not exposed to interest rate risk.

Liquidity Risk

The Company has an ongoing liquidity risk due to a working capital deficiency. See Notes 3 and 4.

Market Risk

The Company is exposed to significant market risk as it relies on capital investment from investors to continue operations and support research. As the Company shares do not trade on an active market, the pool of investors is dependent on the network of upper management and current investors.

6. RELATED PARTY TRANSACTIONS

The Company has similar shareholders and significant common management influence with iCan Systems Inc. (iCan) and Peace Summit Technologies (VCC) Inc. iCan has the right to nominate 40% of the Company's board.

During the year the Company entered into transactions with iCan to pay service, support and consulting fees for use of the negotiating software developed by iCan. During the year the Company was charged \$498,952.85 (2014 - \$561,395) in service, support and consulting fees. The Company has also paid iCan Systems Inc. for promotions and marketing of \$9,131 (2014 - \$20,820) and other incidental expenses of \$1,383 (2014 - \$15,158).

As at December 31, 2015 \$456,667 was outstanding in accounts payable to iCan.

The Company received \$567,167 (2014 - \$104,900) from iCan for 22,994,300 (2014 - 10,530,000) shares to be issued to employees or other individuals that provided similar services to iCan.

7. CONTINGENT LIABILITIES

The Company is contingently liable for \$100,000 in respect of a bank loan guarantee for iCan Systems Inc.

See accompanying Auditor's Report



SMARTSETTLE FAMILY RESOLUTIONS INC.

Notes to Financial Statements

For the year ended December 31, 2015

8. SHARE CAPITAL

	2015	2014
Authorized:		
Unlimited Common voting shares with no par value, participating		
Issued:		
125,024,000 Common shares (2014 - 100,981,000 shares)	\$ 1,737,138	\$ 1,172,030
	\$ 1,737,138	\$ 1,172,030

During the year an additional 24,043,000 Common shares were issued for \$567,167 less legal costs of \$2,059. The total value of shares issued is \$1,755,577 (2014 - \$1,188,140) less legal costs and commissions of \$18,439.25 (2014 - \$16,380).

9. COMPARATIVE FIGURES

Comparative figures have been reclassified where necessary to conform to current presentation.

ICAN SYSTEMS INC.

Financial Statements

December 31, 2015

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ACCOUNTANTS
AND BUSINESS
ADVISORS

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INDEPENDENT AUDITORS' REPORT

To the shareholders of:
ICAN SYSTEMS INC.

We were engaged to audit the accompanying financial statements of ICAN SYSTEMS INC. which are comprised of the statement of financial position as at December 31, 2015, and the statements of comprehensive income and changes in equity and cash flows for the year then ended, along with a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International financial reporting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of ICAN SYSTEMS INC. as at December 31, 2015 and its financial performance and its cash flows for the year then ended, in accordance with International financial reporting standards.

Emphasis of Matter

We draw attention to Note 4 in the financial statements which indicates that the Company has recurring losses and a working capital deficiency. These conditions as set forth in Note 4 indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern.

Friesen Pankratz & Associates LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Abbotsford, BC

May 26, 2016

ICAN SYSTEMS INC.**Statement of Comprehensive Income
For the year ended December 31, 2015**

	2015	2014
REVENUE		
Support services (Note 6)	\$ 498,953	\$ 582,215
Scientific research and development tax credit	470,824	438,409
Facilitator fees	2,826	200
	972,603	1,020,824
OPERATING EXPENSES		
Salaries and wages	780,969	894,033
Bank charges and interest	81,256	65,633
Rent and utilities	25,736	4,923
Consulting fees	23,200	43,355
Management salaries	16,000	-
Advertising and promotion	13,682	2,306
Insurance	9,649	10,570
Fees and memberships	8,866	4,143
Legal and accounting fees	7,925	8,375
Office and miscellaneous	3,532	1,714
Travel	3,135	6,799
Amortization	1,443	1,800
	975,393	1,043,651
NET LOSS	\$ (2,790)	\$ (22,827)

See accompanying Notes to Financial Statements and Auditor's Report

ICAN SYSTEMS INC.
Statement of Changes in Equity
For the year ended December 31, 2015

	2015	2014
DEFICIT - Open	\$ (4,474,858)	\$ (4,452,031)
Net Loss	(2,790)	(22,827)
DEFICIT - Close	\$ (4,477,648)	\$ (4,474,858)

See accompanying Notes to Financial Statements and Auditor's Report

ICAN SYSTEMS INC.
Statement of Financial Position
As at December 31, 2015

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	\$ 119,059	\$ 13,029
Accounts receivable (Note 6)	456,877	251,491
Due from related party	11,168	-
Prepaid expenses	40	-
	587,144	264,520
CAPITAL ASSETS (Note 7)	1,833	3,277
	\$ 588,977	\$ 267,797
LIABILITIES & SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 14,952	\$ 24,475
Wages and benefits payable	297,628	261,478
Unearned revenue	-	42,100
Sales taxes payable	24,496	5,704
	337,076	333,757
Current liabilities before callable debt	708,072	703,872
Due to shareholders - callable debt (Note 9)	635,092	426,851
Due to shareholders, without interest or fixed terms of repayment (Note 10)		
	1,680,240	1,464,480
DEFICIT		
Share capital (Note 13)	3,386,385	3,278,175
Deficit	(4,477,648)	(4,474,858)
	(1,091,263)	(1,196,683)
	\$ 588,977	\$ 267,797

APPROVED ON BEHALF OF THE BOARD:

_____ Director _____ Director

ICAN SYSTEMS INC.
Statement of Cash Flows
For the year ended December 31, 2015

	2015	2014
OPERATING ACTIVITIES		
Loss before income taxes	\$ (2,790)	\$ (22,827)
Add: non-cash items affecting operations		
Amortization	1,443	1,800
Accounts receivable	(205,385)	(251,271)
Prepaid expenses	(40)	-
Accounts payable and accrued liabilities	(9,523)	189
Sales taxes payable	18,792	(15,753)
Deposits payable	(42,100)	42,100
Payroll taxes payable	36,150	(62,543)
	(203,453)	(308,305)
FINANCING ACTIVITIES		
Repayment of long-term debt	4,200	105,200
Shareholder loans	208,241	(275,205)
Share capital	108,210	115,150
Intercompany loans	(11,168)	403,601
	309,483	348,746
INVESTING ACTIVITIES		
Acquisitions of capital assets	-	(1,091)
INCREASE IN CASH OR EQUIVALENTS	106,030	39,350
CASH (BANK INDEBTEDNESS) - OPEN	13,029	(26,321)
CASH - CLOSE	\$ 119,059	\$ 13,029

See accompanying Notes to Financial Statements and Auditor's Report

ICAN SYSTEMS INC.
Notes to Financial Statements
For the year ended December 31, 2015

1. DEFINITION OF ENTITY

iCan Systems Inc. (the "Company") was incorporated under the laws of the Province of British Columbia on April 26, 1993. The Company's primary business activity is the development and support of eNegotiation software.

2. ACCOUNTING POLICIES

(a) Accounting framework

These financial statements have been prepared in accordance with international financial reporting standards.

(b) Amortization

Capital assets are recorded at cost and are being amortized as follows:

Computer software	5 Years
Computer equipment	5 Years

(c) Revenue recognition

Revenues are recognized when products or services are delivered and reasonable assurance regarding measurement and collectibility of the consideration exists.

Government assistance is recognized as revenue in the period it is received.

(d) Measurement uncertainty

The preparation of the financial statements, in conformity with Canadian generally accepted accounting principles, requires management to make estimates that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, as at the date of the financial statements, as well as reported amounts of revenues and expenses during the reporting period. These estimates are subject to measurement uncertainty and the effect on the financial statements of changes in such estimates in future periods could be significant.

ACCOUNTING POLICIES (Continued)

(e) Financial instruments

The Company has elected the following policies for financial assets and liabilities.

Bank indebtedness, accounts payable and accrued liabilities, payroll remittances payable, sales taxes payable, callable debts and amounts due to shareholders are measured at amortized cost.

Amounts due from Peace Summit Technologies (VCC) Inc. and Smartsettle Family Resolutions Inc. are classified as loans and receivables. Due to the short-term nature of these amounts, the carrying value approximates fair value.

3. FINANCIAL INSTRUMENTS

Financial instruments are defined as a contractual right to either receive or deliver cash or another financial instrument to another party. The Company's financial instruments consist of the following items:

- Accounts receivable
- Accounts receivable from related party
- Accounts payable and accrued liabilities
- Callable debt
- Due from related party

Fair Value

The carrying amount of accounts receivable, accounts payable and amounts due from related party approximates their fair value because of the short-term nature of these items.

The carrying amount of callable debt approximates their fair value because the interest is consistent with current rates available to the company with similar terms.

Credit Risk

The Company carries a credit risk with a significant accounts receivable balance to a related party.

FINANCIAL INSTRUMENTS (Continued)

Interest Rate Risk

The Company is exposed to interest rate risk on bank indebtedness because of the variable rate of interest being charged.

Liquidity Risk

The Company has an ongoing liquidity risk due to a working capital deficiency. See Notes 4 and 5.

Market Risk

The Company is exposed to significant market risk as it relies on capital investment from investors to continue operations and support research. As the Company shares do not trade on an active market, the pool of investors is dependent on the network of upper management and current investors.

4. GOING CONCERN

These financial statements have been prepared on a going concern basis in accordance with IFRS. The going concern basis of presentation assumes that the Company will continue operations for the foreseeable future and be able to realize its assets and discharge its liabilities and commitments in the normal course of business.

In addition to accumulated losses in the amount of \$4,477,435 and the working capital deficiency, the Company's primary source of financing is through Peace Summit Technologies (VCC) Inc. and amounts charged to Smartsettle Family Resolutions Inc. whose financial statements are prepared on a going concern basis.

The Company is financed by \$1,309,664 (2014 - \$1,130,723) of debt of which \$601,592 (2014 - \$426,851) has been financed by related parties. In order for the Company to continue for the foreseeable future, related parties must not call their balance due and must continue to support the Company with advances when necessary.

If the related parties were to call amounts due or fail to advance funds when necessary, such events would raise substantial doubt about the Company's ability to continue as a going concern. These financial statements do not reflect adjustments that would be necessary if the going concern assumption was not appropriate. If the going concern basis was not appropriate for these financial statements, then adjustments would be necessary in the carrying value of assets and liabilities, the reported revenue and expenses and the balance sheet classifications used.

ICAN SYSTEMS INC.
Notes to Financial Statements
For the year ended December 31, 2015

5. ECONOMIC DEPENDENCE

The Company receives a significant portion of its financing from Peace Summit Technologies (VCC) Inc. in the form of equity investment and until the Company achieves a sustainable level of sales and profitability, it will be dependent on share capital financing in order to meet operational expenditure requirements.

The Company receives service and support revenue, licensing revenue, royalty revenue and a portion of shared expenses from Smartsettle Family Resolutions Inc., a related party. The financial statements of Smartsettle Family Resolutions Inc. were prepared on a going concern basis.

The Company receives significant funding from Scientific Research and Development Tax Credits.

6. ACCOUNTS RECEIVABLE

Accounts receivable include \$456,667 (2014 - \$251,281) due from Smartsettle Family Resolutions Inc., a company related due to common shareholders and key employees.

7. CAPITAL ASSETS

	Original Cost	Accumulated Amortization	2015	2014
Computer hardware	\$ 13,022	\$(11,189)	\$ 1,833	\$ 3,277
Computer software	1,002	(1,002)	-	-
	\$ 14,024	\$(12,191)	\$ 1,833	\$ 3,277

8. BANK INDEBTEDNESS

The Company has access to an unsecured revolving line of credit bearing interest at prime plus 3.25% due on demand with a maximum available balance of \$100,000. The directors of the Company, Smartsettle Systems Inc. and Peace Summit Technologies (VCC) Inc. have provided unlimited guarantees in respect of the balance outstanding.

ICAN SYSTEMS INC.
Notes to Financial Statements
For the year ended December 31, 2015

9. CALLABLE DEBT

	2015	2014
Unsecured demand loan issued by a shareholder bearing interest payable at 1% per month (12.68% APR).	\$ 505,000	\$ 505,000
Unsecured demand loan issued by a shareholder bearing interest payable at 1% per month (12.68% APR).	100,000	100,000
Unsecured loan bearing interest at 10.5% per year with no fixed terms of repayment.	90,400	86,200
Unsecured loan issued by an officer of the company and without interest or fixed terms of repayment.	12,672	12,672
	708,072	703,872
Less: principal amounts due within one year	(708,072)	(703,872)
	\$ -	\$ -

10. SHAREHOLDER LOANS

Shareholder loans are unsecured, bear no interest and have no fixed terms of repayment.

11. RELATED PARTY TRANSACTIONS

The Company has similar shareholders and significant common management influence with Smartsettle Family Resolutions Inc. and Peace Summit Technologies (VCC) Inc.

Support and service fees, license fees and royalty payments were received from Smartsettle Family Resolutions Inc. in the amount of \$498,953 (2014 - \$582,215). Re-imbursements for shared computer system administration and communication costs of \$NIL (2014 - \$15,158) were received from Smartsettle Family Resolutions Inc. The entities have similar shareholders and share management and key employees.

During the year the company also entered into the following related party transactions:

Salary and wages paid to directors and shareholders of the company in the amount of \$116,500 (2014 - \$150,000).

Receivable from Peace Summit Technologies (VCC) Inc. of \$11,167 (2014 - NIL) for professional fees paid by iCan Systems Inc.

ICAN SYSTEMS INC.
Notes to Financial Statements
For the year ended December 31, 2015

12. RELATED PARTY LOANS

Related party loans are unsecured, bear no interest and have no fixed terms of repayment unless included in Note 9. The related parties have waived their right to demand repayment within the following year. The table below lists an absolute value of all related party amounts.

	2015	2014
Shareholder loans - non interest bearing	\$ 635,092	\$ 426,851
Shareholder loans interest bearing	708,072	703,872
Wages payable to shareholders and/or directors	116,500	150,000
Accounts payable to shareholder	3,890	3,890
	\$ 1,463,554	\$ 1,284,613

13. SHARE CAPITAL

	2015	2014
Authorized:		
Unlimited Class A Common voting shares with no par value, non-participating		
Unlimited Class B Common voting shares with no par value, participating		
Issued:		
25,000,000 Class A Common shares	\$ 200	\$ 200
39,240,000 Class B Common shares (2014 - 38,742,200 shares)	3,386,185	3,277,975
	\$ 3,386,385	\$ 3,278,175

During the year an additional 497,800 Class B shares were issued for \$108,210. An affiliated company, Peace Summit Technologies (VCC) Inc., owns 13,650,965 (2014 - 13,153,165) Class B shares.

14. LEASES

The company has entered into a lease for computer equipment.

15. COMPARATIVE FIGURES

Comparative figures have been reclassified where necessary to conform to current presentation.

Item 13: Date and Certificate

DATED October 15, 2016

This Offering Memorandum does not contain a misrepresentation.

THE ISSUER:

Smartsettle Family Resolutions Inc.

Ernest Thiessen **(signed on original)**

Per: Ernest Thiessen
Director, CEO and Promoter

Robert LaRoy **(signed on original)**

Per: Robert LaRoy
Director

SCHEDULE A SUBSCRIPTION AGREEMENT

TO: **Smartsettle Family Resolutions Inc.**
 1700-1185 West Georgia Street
 Vancouver, BC V6E 4E6 (the ***Issuer***)

The undersigned subscriber (the ***Purchaser***) hereby tenders to the Issuer this subscription offer which, upon acceptance by the Issuer, will constitute an agreement between the Purchaser and the Issuer whereby the Purchaser agrees to subscribe for, take up, purchase and pay for, and the Issuer agrees to issue and sell to the Purchaser, the number of common shares without par value (the ***Shares***) as set out below on the terms and subject to the conditions set out in this Agreement. Any subscription funds raised will be held in trust until after midnight on the second Business Day after the Purchaser signs the Agreement. Upon acceptance of this Subscription, all of the subscription proceeds (net of expenses thereon) will be released to the Issuer. The Purchaser hereby acknowledges and agrees that the terms and conditions contained in the attached Appendix I and Appendix II form part of this Agreement and are incorporated herein by reference.

The Purchaser hereby subscribes for _____ common shares without par value, of the Issuer at a price of _____cent(s) per Share for a total Subscription Amount of \$_____

DATED at _____, in the Province of _____ this _____ day of _____, 201__.

 Name of Purchaser— please print

 Purchaser's Residential Address

 Authorized Signature

 Email Address (*please either print email address or "declined"*)

 Official Capacity or Title - Please Print

 Phone number

Registration Instructions:

 Name

 Address

 Address

 Contact Name

 Telephone Number

Exhibit I

Terms of Subscription Agreement

1. Definitions

In this Agreement, unless the context requires otherwise, the following terms have the following meanings:

Agreement means this agreement, as amended or supplemented from time to time;

Closing means the closing of the sale of the Shares by the Issuer to the Purchaser;

Eligible Investor means an individual who is at least 19 years of age, or a corporation, resident in British Columbia at the time of entering into the Agreement and who complies with the provisions of the *SBVC Act* and *BC Income Tax Act*, if applicable, or any regulations made thereunder, that the investor must deal at arms-length with and not be associated with the EBC;

Financial Assets means cash and securities;

Issuer means Smartsettle Resolutions Inc., a corporation incorporated and subsisting under the laws of the Province of British Columbia;

"NI 45-106" means National Instrument 45-106 - Prospectus and Registration Exemptions, as may be amended from time to time;

Offering means the offering by the Issuer of Shares;

Offering Memorandum means that offering memorandum of the Issuer dated October 15, 2016;

Purchaser means the subscriber herein;

Shares means common shares without par value in the capital of the Issuer in the amount as indicated on the initial page of this Subscription;

Subscription Amount means the aggregate price paid by the Purchaser, being the number of Shares subscribed for multiplied by the price per Share recorded on the first page of this Agreement;

1933 Act means the United States *Securities Act of 1933*, as amended; and

\$ means Canadian dollars.

2. Subscription for Shares

The Purchaser hereby confirms its subscription for and agrees to take up the Shares as provided for on the initial page of this Agreement and delivers herewith a certified cheque or bank draft payable to Smartsettle Family Resolutions Inc. in the amount of the Subscription Amount and authorizes the release of the said funds for use by the Issuer on Closing, provided that closing occurs after midnight on the second Business Day after the Purchaser signs the Agreement, against delivery to the Purchaser of duly issued certificates representing the Shares subscribed for herein.

The Purchaser acknowledges that this subscription is subject to acceptance by the Issuer and to the fulfilment of certain other terms and conditions. This subscription is subject to rejection or allotment in whole or in part in the sole discretion of the Issuer.

The Purchaser agrees that this subscription is given for valuable consideration. The acceptance of this subscription shall be effective upon execution of this subscription on behalf of the Issuer.

In addition to one manually signed, completed copy of this Agreement, the Purchaser will execute and deliver to the Issuer all other documentation as may be required by applicable securities legislation, rules, policy statements, and orders, including NI 45-106, to permit the issue and sale of the Shares. The Purchaser acknowledges and agrees that any such documentation, when executed and delivered by the Purchaser, will form part of and will be incorporated into this Agreement with the same effect as if each constituted a representation and warranty or covenant of the Purchaser hereunder in favour of the Issuer, and the Purchaser consents to the filing of such documents as may be required to be filed with any securities or the regulatory authority in connection with the transactions contemplated hereby.

3. Representations, Warranties and Covenants of the Purchaser

By executing this Agreement, the Purchaser hereby represents, warrants and covenants to, and agrees with the Issuer (and acknowledges that the Issuer, and its counsel are relying thereon) that:

- 3.1 the Purchaser has been independently advised as to and is aware of the applicable restrictions on the resale of the Shares imposed by securities legislation in the jurisdiction in which the Purchaser resides and of the fact that the Purchaser may not be able to resell the Shares except in accordance with applicable securities legislation, rules and regulatory policies and the Purchaser (and any others for whom the Purchaser is contracting) is solely responsible (and the Issuer is not in any way responsible) for the Purchaser's compliance with applicable resale restrictions;
- 3.2 the Purchaser has been independently advised as to and is aware of the fact the Shares will be subject to resale restrictions;
- 3.3 this Agreement is made unconditionally as a result of the Purchaser's desire to participate in the future development of the Issuer;
- 3.4 the Purchaser is purchasing as principal, knows that the Shares are being purchased pursuant to an exemption under NI 45-106 and, as a consequence, is restricted from using most of the civil remedies available under applicable securities legislation, may not receive information that would otherwise be required to be provided to the Purchaser under applicable securities legislation, and the Issuer is relieved from certain obligations that would otherwise apply under applicable securities legislation;
- 3.5 the Purchaser is a resident in the Province of British Columbia and the trade is made by the Issuer in securities of its own issue, that:
 - (a) the Purchaser is purchasing as principal; and
 - (b) at the same time or before signing this Agreement:

- (i) the Purchaser has received the Offering Memorandum which is in compliance with NI 45-106; and
 - (ii) the Purchaser has signed the Risk Acknowledgement Form 45-106F4 attached hereto as Appendix II, in duplicate;
- (c) no person has made to the Purchaser any written or oral representations:
 - (i) that any person will resell or repurchase any of the Shares;
 - (ii) that any person will refund the purchase price of any of the Shares;
 - (iii) as to the future price or value of any of the Shares; or
 - (iv) that any of the Shares will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Shares for trading on a stock exchange;
- (d) the Purchaser has no knowledge of a “material fact” or “material change” (as those terms are defined by applicable securities legislation) in respect of the affairs of the Issuer that has not been generally disclosed to the public, other than knowledge relating directly to its subscription for the Shares;
- (e) the Purchaser:
 - (i) is not a person (as defined in the United States *Securities Act of 1933*, as amended (the **1933 Act**)) and is not purchasing the Shares for the account or the benefit of a person as defined in the *1933 Act*; and
 - (ii) was not offered the Shares in the United States (as defined in Regulation S under the *1933 Act*); and
 - (iii) did not execute or deliver this Agreement in the United States;
- (f) the Purchaser’s decision to execute this Agreement and purchase the Shares hereunder has not been based upon any oral or written representation, and the subscription within is made unconditionally as a result of the Purchaser’s desire to participate in the future development of the Issuer through the purchase of the Shares;
- (g) if an individual, the Purchaser has attained the age of majority and is legally competent to execute this Agreement and to take all actions required pursuant hereto;
- (h) the information set forth on the initial page of this Agreement relating to the Purchaser is true and correct;
- (i) if required by applicable securities legislation, regulatory policy, order, NI 45-106 or by any securities commission or other regulatory authority, the undersigned will execute, deliver, file and otherwise assist the Issuer in filing, such reports, questionnaires, undertakings and other documents with respect to the issue of the Shares;

- (j) this Agreement has been duly and validly authorized, executed and delivered by the Purchaser and constitutes a legal, valid, binding and enforceable obligation of the Purchaser;
 - (k) in the case of a subscription by the undersigned for Shares acting as agent for a disclosed principal, the undersigned is duly authorized to execute and deliver this Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and this Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes the legal, valid and binding agreement of, such principal;
 - (l) the Purchaser acknowledges that the net subscription proceeds (gross proceeds less expenses, including legal fees, which have not been paid by the Issuer) will be immediately releasable to the Issuer on Closing or later closing dates, as the case may be, provided they occur after midnight on the second Business Day after the Purchaser signs the Agreement;
 - (m) the Purchaser presently deals and will, at all relevant times, continue to deal at arm's length with the Issuer for the purposes of the *Income Tax Act* (Canada) and has had the opportunity to consult its own independent advisor as to the income tax consequences of purchasing the Shares;
 - (n) if a corporation, partnership, unincorporated association or other entity, it has the legal capacity to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and
 - (o) the Purchaser has knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss if its investment.
- 3.6 The Purchaser agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this Agreement and as of the Closing and will survive the completion of the sale of the Shares.
- 3.7 The foregoing representations, warranties and covenants are made by the Purchaser with the intent that they be relied upon in determining its suitability as a purchaser of Shares. The Purchaser undertakes to notify the Issuer immediately at the address of the Issuer set forth above of any change in any representation, warranty or other information relating to the undersigned set forth herein which takes place prior to the Closing.
- 3.8 The Issuer and its counsel shall be entitled to rely on the representations and warranties of the Purchaser contained in the section entitled "Representations, Warranties and Covenants of the Purchaser", above, and the Purchaser shall indemnify and hold harmless the Issuer from any loss or damage that the Issuer may suffer as a result of any breach of any such representation and warranty or any other misrepresentation of the Purchaser.

4. Acknowledgements of Purchaser

THE PURCHASER FURTHER ACKNOWLEDGES THAT AN INVESTMENT IN THE SHARES OF THE ISSUER MUST BE CONSIDERED SPECULATIVE AND IS SUBJECT TO A NUMBER OF RISK FACTORS.

THE PURCHASER COVENANTS AND AGREES TO COMPLY WITH NI 45-106, ANY OTHER APPLICABLE SECURITIES LEGISLATION, RULES, REGULATIONS, ORDERS OR POLICIES CONCERNING THE PURCHASE, HOLDING OF, AND RESALE OF THE SHARES OF THE ISSUER. THE SHARES ARE SUBJECT TO RESALE RESTRICTIONS AND WILL BEAR A LEGEND TO THAT EFFECT.

5. Representations and Warranties of the Issuer

The Issuer hereby represents and warrants to the Purchaser that it has been duly incorporated and is a valid and subsisting corporation under the laws of the Province of British Columbia and has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder on behalf of the Issuer.

6. Covenants of the Issuer

The Issuer hereby covenants with the Purchaser that it will take all corporate action required to issue to the Purchaser the Shares.

7. Cancellation of Agreement

The Purchaser shall have the right to cancel this Agreement within two (2) Business Days of signing this Agreement by delivering to the Issuer, by not later than midnight on the 2nd Business Day after the Purchaser signs this Agreement, a written notice indicating the cancellation of this Agreement and the Issuer shall return to the Purchaser the Subscription Amount paid by the Purchaser, without interest, deduction or penalty.

8. Resale Restrictions

The Purchaser acknowledges that any resale of the Shares will be subject to resale restrictions contained in the applicable securities legislation, including but not limited to NI 45-106, applicable to the Purchaser. The Purchaser acknowledges that the Issuer is not a reporting issuer in any jurisdiction and accordingly, unless qualified by the Issuer for resale, the Purchaser will be required to hold the Shares indefinitely and may not trade except in very limited circumstances.

9. Closing

The sale of the Shares will be completed at the offices of the Issuer's solicitors, Mogan Daniels Slager LLP, in Vancouver, British Columbia on Closing, or at such other place or time as the Issuer decides.

10. Regulatory Approval

The completion of the Offering by the Issuer will not take place unless all regulatory provisions relating thereto have been observed.

11. General

11.1 This Agreement shall be binding upon and enure to the benefit of the Purchaser and the Purchaser's executors, personal representatives, successors and assigns and the Issuer and its successors and assigns.

11.2 The representations and warranties of the Issuer contained herein shall survive the Closing.

11.3 The Issuer shall be entitled to rely on delivery of a facsimile copy of this Agreement, and acceptance by the Issuer of such facsimile copy shall be legally effective to create a valid and binding agreement between the Purchaser and the Issuer in accordance with the terms hereof.

- 11.4 Each party shall from time to time do such further acts and execute and deliver such further documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 11.5 The headings of the section of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction hereof.
- 11.6 The terms of this Agreement express and constitute the entire agreement between the parties hereto as to the subject matter hereof, and no implied term of any kind shall arise by reason of anything contained in this Agreement.
- 11.7 Time is of the essence of this Agreement.
- 11.8 All costs and expenses incurred by the Purchaser (including any fees and disbursements of any special counsel retained by the Purchaser) relating to the sale of the Shares to the Purchaser shall be borne by the Purchaser.
- 11.9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto each irrevocably and exclusively attorns to the jurisdiction of the courts of the Province of British Columbia.
- 11.10 In this Agreement, words importing the singular include the plural and vice versa and words importing persons include firms or corporations.

Schedule B

Risk Acknowledgement Form (Form 45-106F4) (copy 1 of 2)

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.

I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in future. **Smartsettle Family Resolutions Inc.** will pay \$_____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

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

Date

Signature of Purchaser

Print name of Purchaser

SIGN 2 COPIES OF THIS DOCUMENT. KEEP ONE COPY FOR YOUR RECORDS.

YOU HAVE 2 BUSINESS DAYS TO CANCEL YOUR PURCHASE.

TO DO SO, SEND A NOTICE TO Smartsettle Family Resolutions Inc. STATING THAT YOU WANT TO CANCEL YOUR PURCHASE. YOU MUST SEND THE NOTICE BEFORE MIDNIGHT ON THE 2ND BUSINESS DAY AFTER YOU SIGN THE AGREEMENT TO PURCHASE THE SECURITIES. YOU CAN SEND THE NOTICE BY FAX OR EMAIL OR DELIVER IT IN PERSON TO SMARTSETTLE FAMILY RESOLUTIONS INC. AT ITS BUSINESS ADDRESS. KEEP A COPY OF THE NOTICE FOR YOUR RECORDS.

Smartsettle Family Resolutions Inc.
1700 – 1185 West Georgia Street
Vancouver BC V6E 4E6

Fax: 604-756-2054
Email: ebc@smartsettle.com

WARNING

YOU ARE BUYING EXEMPT MARKET SECURITIES

THEY ARE CALLED *EXEMPT MARKET SECURITIES* BECAUSE TWO PARTS OF SECURITIES LAW DO NOT APPLY TO THEM. IF AN ISSUER WANTS TO SELL *EXEMPT MARKET SECURITIES* TO YOU:

- **THE ISSUER DOES NOT HAVE TO GIVE YOU A PROSPECTUS (A DOCUMENT THAT DESCRIBES THE INVESTMENT IN DETAIL AND GIVES YOU SOME LEGAL PROTECTIONS), AND**
- **THE SECURITIES DO NOT HAVE TO BE SOLD BY AN INVESTMENT DEALER REGISTERED WITH A SECURITIES REGULATORY AUTHORITY.**

THERE ARE RESTRICTIONS ON YOUR ABILITY TO RESELL *EXEMPT MARKET SECURITIES*. *EXEMPT MARKET SECURITIES* ARE MORE RISKY THAN OTHER SECURITIES.

YOU WILL RECEIVE AN OFFERING MEMORANDUM

READ THE OFFERING MEMORANDUM CAREFULLY BECAUSE IT HAS IMPORTANT INFORMATION ABOUT THE ISSUER AND ITS SECURITIES. KEEP THE OFFERING MEMORANDUM BECAUSE YOU HAVE RIGHTS BASED ON IT. TALK TO A LAWYER FOR DETAILS ABOUT THESE RIGHTS.

YOU WILL NOT RECEIVE ADVICE

YOU WILL NOT GET PROFESSIONAL ADVICE ABOUT WHETHER THE INVESTMENT IS SUITABLE FOR YOU. BUT YOU CAN STILL SEEK THAT ADVICE FROM A REGISTERED ADVISER OR INVESTMENT DEALER. IN ALBERTA, MANITOBA, NORTHWEST TERRITORIES, PRINCE EDWARD ISLAND, QUÉBEC AND SASKATCHEWAN TO QUALIFY AS AN ELIGIBLE INVESTOR, YOU MAY BE REQUIRED TO OBTAIN THAT ADVICE. CONTACT THE INVESTMENT DEALERS ASSOCIATION OF CANADA (WEBSITE AT [WWW.IDA.CA](http://www.ida.ca)) FOR A LIST OF REGISTERED INVESTMENT DEALERS IN YOUR AREA.

THE SECURITIES YOU ARE BUYING ARE NOT LISTED

THE SECURITIES YOU ARE BUYING ARE NOT LISTED ON ANY STOCK EXCHANGE, AND THEY MAY NEVER BE LISTED. YOU MAY NEVER BE ABLE TO SELL THESE SECURITIES.

THE ISSUER OF YOUR SECURITIES IS A NON-REPORTING ISSUER

A *NON-REPORTING ISSUER* DOES NOT HAVE TO PUBLISH FINANCIAL INFORMATION OR NOTIFY THE PUBLIC OF CHANGES IN ITS BUSINESS. YOU MAY NOT RECEIVE ONGOING INFORMATION ABOUT THIS ISSUER.

FOR MORE INFORMATION ON THE EXEMPT MARKET, CALL YOUR LOCAL SECURITIES REGULATORY AUTHORITY OR THE BRITISH COLUMBIA SECURITIES COMMISSION AT 604-899-6500 OR 1-800-373-6393 ([WWW.BCSC.BC.CA](http://www.bcsc.bc.ca)).

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

Risk Acknowledgement Form (Form 45-106F4) (copy 2 of 2)

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SMARTSETTLE FAMILY RESOLUTIONS INC.
1700 – 1185 West Georgia Street
Vancouver BC V6E 4E6

Fax: 604-756-2054
Email: ebc@smartsettle.com

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Schedule C

Share Purchase Report for Tax Credit

(see next page)



PROVINCE OF
BRITISH COLUMBIA

SHARE PURCHASE REPORT

Toll Free: 1-800-665-6597
Phone: (250) 952-0136
Fax: (250) 952-0371
Email: ecp@tbc.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FIPPA) The information collected on this form is collected under the authority of the **Small Business Venture Capital Act, RSBC 1996 c. 429** (Act) and is subject to the provisions of the FIPPA. The personal information will be used for the administration of the Act and the issuance of tax credits. For more information regarding this form and the FIPPA please contact the **Investment Capital Branch, Box 9800 Stn Prov Govt, Victoria, B.C. V8W 9W1**

This report must be completed by the VCC or EBC investor. Please print clearly and legibly.

Name of Venture Capital Corporation (the "VCC") or Eligible Business Corporation (the "EBC")
Smartsettle Family Resolutions Inc.

SIN# or Business # (9-Digits) of the Individual or Corporate investor (in the VCC or EBC who will receive the tax credit).
Failure to complete this section with accurate information may prevent a tax credit certificate from being issued.

Legal Name of the Individual or Corporate Investor in the VCC or EBC (the "Investor")
(this name must appear on the share certificate)
Legal Last name (or Corporate Name)
Legal First Name
Legal Middle Name

Full Address of Investor (residential address for individual investor or place of business address for corporate investor)
Street Address
City
Postal Code Province B.C.
Phone Number

Investment Amount Paid for the VCC or EBC Shares (the "Shares")	\$
Number of Shares Purchased	
Share Certificate Class	
Name on Share Certificate (if the shares are registered in the name of an RSP Trustee or in joint names)	
Investment Date	

CERTIFICATION

I, the undersigned, do hereby certify that:

As at the investment date noted above, I am an individual resident in British Columbia **OR** I am an authorized signing officer of a corporation which has a place of business or permanent establishment in British Columbia;

- no tax credit has been previously allowed or paid for the Shares;
- the Shares were acquired for cash consideration directly from the VCC, EBC or its agent, and the Shares have been fully paid for in cash;
- the Shares purchased do not carry rights or restrictions prohibited by the *Small Business Venture Capital Act and Regulations*;
- I have not received any financial assistance to purchase these shares from the EBC, the VCC or any business that the VCC has invested in or any affiliate of the EBC, VCC or business.;
- neither myself or my associates (i.e relatives) or my affiliates (ie. other companies controlled by myself or associates) have voting control over the EBC or in any manner control the EBC;
- I have not disposed of any class or type of EBC shares in the two years prior to the investment date;
- I am the beneficial and registered owner of the Shares (except as noted on the share certificate); and
- all information set out above is true and correct.

I am aware that the Province of British Columbia in no way guarantees the value of any shares issued by an EBC or VCC registered under the Small Business Venture Capital Act nor does it in any way express an opinion as to the financial condition of the issuing company or the merits of an investment in shares of the issuing company. **I am aware that the information provided in this form will be used to issue a tax credit certificate and may be shared with Canada Revenue Agency.**

Signature

Full Name

Date