

This Offering Memorandum constitutes an offering of securities only in those jurisdictions and to those persons to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities. This Offering Memorandum is for the confidential use of only those persons to whom it is transmitted in connection with this Offering. No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum.

The securities have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "U.S. Securities Act") and may not be offered or sold to, or for the account or benefit of, a person in the "United States" or a "U.S. person" (as such terms are defined in Regulation S under the U.S. Securities Act"). Hedging transactions involving these securities may not be conducted unless in compliance with the U.S. Securities Act.

OFFERING MEMORANDUM CURIATE TECHNOLOGIES INC.

Suite 115 - 887 Great Northern Way, Vancouver, British Columbia V5T 4T5 Canada

Contact: Jennifer Chen | Email: jchen@gocuriate.com | Tel. 604-603-1140

OFFERING: 12,500,000 Shares
Of Common Stock (the "Shares") at \$0.08 each

LISTING/REPORTING STATUS:

Currently Listed or Quoted: Not listed or quoted. SEDAR Filer No
These securities do not trade on any exchange or market.

Reporting Issuer: No.

THE OFFERING:

Securities Offered: 12,500,000 Common Shares with a subscription price of CAD \$0.08 per Common Share.

Price per Security: The price per Common Share is CAD \$0.08.

Minimum/Maximum Offering: The Maximum Offering is for Common Shares (CAD \$1,000,000). The Issuer may, in its sole discretion, lower the number of Common Shares offered or the Minimum Subscription Amount. **There is no minimum offering. You may be the only purchaser.** Funds available under the Offering will not be sufficient to accomplish our objectives. See "Risk Factors" below.

Minimum Subscription Amount: The minimum subscription amount is CAD \$5,000 per investor.

Eligibility: Residents of Alberta, Manitoba and Saskatchewan wishing to subscribe for the Shares for an aggregate purchase price of more than \$10,000 must qualify as "Eligible Investors" as defined in the applicable securities legislation.
Residents of Ontario must be "Accredited Investors" as defined in applicable securities legislation.

Payment Terms: Payment to be made in full to "**Curiate Technologies Inc.**" by certified cheque or money-order or other form of guaranteed funds, concurrently with the delivery of a duly executed and completed Subscription Agreement. See Item 5, entitled "Securities Offered", below.

Tax Consequences: There are important tax consequences to the purchase, ownership and disposition of these securities. See Item 6, entitled "Canadian Income Tax Consequences and RRSP Eligibility" below.

Proposed Closing Dates: None.

Selling Agent: Yes, see Item 7, entitled "Compensation Paid to Sellers and Finders", below.

RESALE RESTRICTIONS

You will be restricted from selling your securities for an indefinite period. See Item 10, entitled "Resale Restrictions", below.

PURCHASER'S RIGHTS

You have 2 business days from the date of signing 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, entitled "Purchaser's Rights", below.

No securities regulatory authority or regulator 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.

INVESTMENT NOT LIQUID

The Shares offered hereunder will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, if ever, a Shareholder will not be able to trade the Shares unless it complies with very limited exemptions from the prospectus requirements under applicable securities legislation. See "Resale Restrictions".

CAUTIONARY STATEMENTS

An investment in Shares is speculative. A potential investor should purchase Shares only if it is able to bear the loss of its entire investment. Potential investors should read "Risk Factors" prior to making an investment in Shares.

Forward-Looking Statements

Certain statements in this Offering Memorandum, as they relate to the Issuer and its respective views or predictions about possible future events or conditions and their business operations and strategy, are "forward-looking statements" within the meaning of that phrase under applicable securities laws. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases such as "expects", "does not expect", "is expected", "anticipates", "does not anticipate", "plans", "estimates", "believes", "does not believe" or "intends", or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or achieved) are not statements of historical fact and may be "forward-looking statements", including by way of example and without limiting the generality of the foregoing, statements with respect to the realization of a liquidity event; goals, strategies and product development; future market conditions; supply conditions; end customer demand conditions; distribution channel infiltration; competition; outlook for future operations; plans and timing for the introduction and development of products; product sell through; revenues; operating expenses; profits, estimates of anticipated costs and expenditures; the outcome of legal proceedings; and other expectations, intentions and plans that are not historical fact. Even though management believes that the assumptions made and the expectations represented by such statements or information are reasonable, there can be no assurance that the forward-looking statements or information will prove to be accurate.

Forward-looking statements are based on the current expectations, estimates and projections of the Issuer and involve a number of known and unknown risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated, including those risks described under "Risk Factors". Factors which could cause actual results, events, circumstances, expectations or performance to differ materially from those expressed or implied in forward-looking statements include, but are not limited to, general economic, political, market and business factors and conditions; interest rates fluctuations; statutory and regulatory developments; ability to obtain financing; increased competition; loss of key employees; additional funding requirements; the Issuer's ability to develop, manufacture, supply and market new products that it does not produce today and that meet the demands of customers; unexpected judicial or regulatory proceedings; catastrophic events; and other factors set out under the heading "Risk Factors". Except as otherwise required by law, the Issuer does not intend to, and assumes no obligation to, update or revise these or other forward-looking statements it may provide, whether as a result of new information, plans or events or otherwise. Readers are cautioned not to place undue reliance on these forward-looking statements as there can be no assurance that the condition, events, plans and assumptions on which they are based will occur.

Reliance

Prospective investors should rely only on information contained in this Offering Memorandum. The Issuer has not authorized any other person to provide prospective investors with different information. If a prospective investor is provided with different or inconsistent information, the prospective investor should not rely on such information. The Issuer is not making an offer to sell in any jurisdiction where an offer or sale is not permitted.

Industry and Market Data

The Issuer obtained the industry and market data used throughout this Offering Memorandum from surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. The Issuer believes that each of these studies and publications is reliable, it has not independently verified such data and it does not make any representations as to the accuracy of such information.

SUMMARY OF OFFERING MEMORANDUM

The following is a summary of the principal features of this Offering Memorandum and should be read together with, and is qualified in its entirety by, the more detailed information contained elsewhere in this Offering Memorandum. Capitalized terms not defined herein, including the cover pages attached hereto, shall have the meaning ascribed to such terms in the Glossary.

The Issuer The issuer is Curiate Technologies Inc. a company incorporated under the British Columbia Business Corporations Act [SBC 2002] c.57 (the “Issuer” or “Curiate”).



Objective Pursuant to the terms of this Offering Memorandum, the Issuer intends to raise up to CAD \$1,000,000 through the issuance of Common Shares (“Shares”). Up to \$120,000 will be paid as selling commissions and Offering Expenses resulting in net proceeds of up to \$880,000. The Issuer will use the net proceeds for the purposes of continuing its development of technology, intellectual property portfolio, brand, and planning its sales and marketing and proceeding with testing of a minimum viable product of its social media platform.

Investment Strategy Curiate intends to develop a purpose built shop-the-show social media platform that will be designed to “curate” scene content the viewer is “curious” about, and make it conveniently accessible to the viewer and others. Traditional searches based on text may make it difficult to find specific items. With the Curiate Platform (as defined in the Glossary), it is expected to be as simple as point and click on the product and the system will find the exact match. Additionally, the system will be programmed to recognize viewer patterns of engagement to predict and suggest what else the viewer may be interested in and will be able to suggest alternatives based on what’s available locally and at various price points. The Curiate Platform will be designed to work on a range of devices such as: television, computer, smartphone, and tablet, for any video or image, whether it’s via cable, satellite, streamed (like Netflix), or downloaded.

Curiate intends to develop a content management and social media platform “the Curiate Platform” that will enable viewers to “shop-the-show” and by doing so, will provide TV networks and digital media providers with a new advertising property and potentially, increased viewer engagement. Curiate will identify the fashion and lifestyle elements in a scene in various video or photo formats. Everything in the “scene” that can be identified and that can be purchased can become a non-logoed product placement or an in-context advertising opportunity that the network may be able to sell to brands/advertisers.

Curiate intends to disrupt the way brands and consumers interact by serving product information as conveniently accessible content unlike any other platform. Curiate will contain multiple TV series with seasons, episodes, and scenes that the viewer can browse. The key scenes from each episode will be shown as screenshots on a timeline that the viewer can swipe through. Fashion and lifestyle objects inside the scene will be visually tagged. The tag can be clicked on to show metadata that will include brand, price, a link to buy, recommendations for related items, and links to social media. Viewers will be able to browse by series, episode, character, categories, search for specific items, tag items, or request untagged items be tagged. Curiate will answer questions like “Where are her shoes from?” or “What restaurant are they eating at?” and it will provide a browseable collection of lifestyle elements rooted in the TV show.

Curiate plans to launch with an initial focus on TV/digital shows. We have selected TV as our first format due to its built-in fan base and repeat viewership, continuous new content with new episode each week, and rapidly shifting business model from broadcast to streaming. TV most acutely highlights the proposition that advertising revenue is at risk and its stakeholders are aggressively seeking technology solutions.

Traditional television viewership is arguably in decline as people shift from watching TV via broadcast,

cable and satellite to watching digital video via personal video recorder (“PVR”), Netflix¹ and other streaming and download options. The decline is greatest among 18 to 24 year olds where weekly viewership has fallen by almost 32% between Q1 2011 and Q1 2015 in the US (Nielsen, 2015)².

As a result, viewers are watching fewer and fewer commercials and TV network revenue may be threatened as brands shift their budgets to other advertising mediums. We believe viewers do, however, want to interact with product information – but on their terms, versus having TV viewing interrupted with commercials. Research shows that 49% of viewers looked up information about the show while they were watching the show and 20% of viewers purchased items they saw on the show (Nielsen, 2013)³.

Minimum Offering	There is no minimum offering. You may be the only purchaser. Funds available under the Offering may not be sufficient to accomplish our objectives
Maximum Offering	The Maximum Offering is for 12,500,000 Shares (CAD \$1,000,000). The Issuer may, at its sole discretion, lower the number of Shares offered.
Price/Security	The price per Common Share is CAD \$0.08.
Minimum Subscription Amount	The Minimum Subscription Amount is CAD \$5,000.00. The Issuer may, at its sole discretion, lower the Minimum Subscription Amount.
Closings	The Issuer will conduct closings on one or more dates prior to May 31, 2016 or such later date as may be determined by the Issuer in its sole discretion (the “Final Closing”). The Issuer may, in its sole discretion, extend the date of the Final Closing. The offering of Common Shares pursuant to this Offering Memorandum expires on the Final Closing unless terminated earlier by the Issuer.
Management	<p>The officers and directors of Curiate are:</p> <p>Jennifer Chen, Chief Executive Officer, Co-Founder Darren Stone, Chief Technology Officer and Co-Founder Todd Buchanan, Director, Corporate Finance.</p>
Selling Agent	Selling Agents, such as Exempt Market Dealers, responsible for the sale of Common Shares will be paid a selling commission. Selling commissions and Offering Expenses will not exceed 12% in the aggregate and no one selling agent will receive a commission of more than 9% of the gross sale proceeds. See “Compensation Paid to Sellers and Finders”.
Tax Consequences	<p>There are important tax consequences to the purchase, ownership and disposition of the Shares. You should consult your own professional advisors to obtain advice on the Canadian income tax consequences that may apply to you.</p> <p>RRSP Eligibility: Not all securities are eligible for investment in a registered retirement savings plan (RRSP). You should consult your own professional advisors to obtain advice on the RRSP eligibility of these securities. See Item 6, “Canadian Income Tax Consequences and RRSP Eligibility”</p> <p>Venture Capital Program: The Issuer was issued a Certificate of Registration as an EBC on July 27, 2015. As a result, provided that the Issuer complies with the requirements and intent of the <i>Small Business Venture Capital Act</i> (the “SBVC Act”), the Issuer is entitled to apply on behalf of purchasers of the Common Shares who are resident in British Columbia on the date of the purchase for tax credit certificates entitling the purchasers to a tax credit equal to 30% of the amount paid by the purchasers for the Common Shares. The issuance of tax credit certificates is contingent on available room in the province’s budget for the tax credit imposed by the SBVC Act. <u>The provincial government allocates the budgeted limit on a “first come, first serve basis.”</u> If a tax credit certificate is issued to the Subscriber, it</p>

¹ Netflix is an American provider of on-demand Internet streaming media available to viewers.

² <http://www.marketingcharts.com/television/are-young-people-watching-less-tv-24817/>

³ <http://www.nielsen.com/us/en/insights/news/2013/action-figures--how-second-screens-are-transforming-tv-viewing.html>

will entitle the Subscriber to a credit against the Subscriber's provincial income tax payable to the Province of British Columbia for the taxation year. As a condition of receiving the tax credit, the Subscriber will be required to own the Common Shares for 5 years.

Subscribers who acquire further information on the provisions of the SBVC Act and the Small Business Venture Capital Regulation made under the SBVC Act ("SBVC Regulations") are advised to consult their own professional advisors or contact the Investment Capital Branch.

See also Item 6 "Canadian Income Tax Consequences and RRSP Eligibility".

Provincial Government Disclaimers:

In registering the Corporation 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 Common 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 issuing company or the merits of an investment in shares of the issuing company.

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APPENDIX 1 – SHAREHOLDERS' AGREEMENT

APPENDIX 2 – SUBSCRIPTION AGREEMENT

GLOSSARY OF TERMS

In this Offering Memorandum, the following meanings are attached to certain words and expressions, which may be unfamiliar:

Additional Closing refers to the date on which any additional closings of the purchase and sale of the Shares are held after the Initial Closing;

Associates refers, where used to indicate a relationship with any person, to “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*;

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

Client refers to a business-to-business partner that has entered into an agreement with the Issuer to accept and use the services of the Issuer. Such partners may include, but are not limited to television networks, content creators, content owners (for example, television producers, writers, bloggers, etc.), brands, and advertisers.

CRA refers to the Canada Revenue Agency, formerly Canada Customs and Revenue Agency, formerly Revenue Canada;

Curiate refers to the Issuer;

Curiate Community refers to any person who is part of Curiate’s digital social community accessed through e-mail subscription, on the website, Facebook, Twitter, Instagram and other social media;

Curiate Platform refers to a combination of software, algorithms, video, images, Metadata, user interface, analytics, mobile applications, and web applications which allow TV viewers to *curate* scene content they are *curious* about and which allow TV advertisers, producers, and networks to gain valuable insights and data on viewers, their engagement in shows, their preferences, and their consumer behaviour.

Date of Closing refers to the date upon which all conditions of a closing have been satisfied, up to and including May 31, 2016 or such later date as may be determined by the Issuer in its sole discretion, or any date or dates upon which Subscriptions are accepted;

EBC refers to an “Eligible Business Corporation” under the SBVC Act;

Initial Closing refers to the first date of the closing of the purchase and sale of all or part of the Offering;

IPO (initial public offering) means a bona fide public offering of the Shares of the Issuer pursuant to an effective registration statement under the *U.S. Securities Act* or pursuant to a final prospectus prepared, filed and receipted by the applicable securities commission or similar regulatory authority in a province of Canada, covering the offer and sale of Shares for the account of the Issuer, on an underwritten basis by a reputable investment bank, in which the Shares are being listed on the Toronto Stock Exchange, TSX Venture Exchange; New York Stock Exchange, NYSE MKT LLC, Nasdaq Global Market or Nasdaq Capital Market, or any other stock exchange, or any successors thereof;

Issuer refers to Curiate Technologies Inc., a company incorporated under the British Columbia Business Corporations Act [SBC 2002] c.57;

Maximum Offering refers to the Offering of a maximum of 12,500,000 Shares, for a total Subscription Amount of CAD \$1,000,000 pursuant to this Offering Memorandum;

Metadata refers to a set of data that refers to and provides additional information about other data. In the context of the Curiate Platform, Metadata is the underlying textual and numeric information that describe visual items in scenes which allows the platform to answer TV viewers' questions such as "what is that?", "who makes that?", "where can I get that?", or "what is similar to that?"

Offering refers to the offering by the Issuer of up to a maximum of 12,500,000 Shares pursuant to this Offering Memorandum;

Offering Expenses refers to the expenses of the offering including, but not limited to, legal, accounting and issue costs of the Offering but excluding selling commissions;

Offering Memorandum refers to this offering memorandum of the Issuer dated October 26, 2015;

PaaS refers to platform-as-a-service. Platform as a service (PaaS) is a category of cloud computing services that provides a platform allowing customers to develop, run and manage Web applications without the complexity of building and maintaining the infrastructure typically associated with developing and launching an application.

Risk Acknowledgement Form refers to Form 45-106F4 as prescribed by the *Securities Act* and also attached to this Offering Memorandum;

RRSP refers to a retirement savings plan registered pursuant to the *Canadian Income Tax Act*;

SaaS refers to software-as-a-service. Software as a Service (**SaaS**) is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over a network, typically the Internet;

Securities Act refers to the British Columbia *Securities Act*, R.S.B.C. 1996, c. 418, and any regulations or amendments thereto;

Securities Legislation refers to the *Securities Act* and any regulations, rules or instruments thereto;

SEDAR refers to the System for Electronic Document Analysis and Retrieval;

Share refers to a share in the Common Stock of the Issuer;

Shareholder refers to a Subscriber for a Share whose subscription is accepted by the Issuer and any individual, corporation or other entity who acquires any one or more Shares on a subsequent transfer from a Shareholder;

Subscriber refers to a subscriber for Shares, pursuant to this Offering Memorandum;

Subscription Agreement refers to the subscription agreement, which is attached as Appendix 2 to this Offering Memorandum, pursuant to which a Subscriber may agree to purchase Shares, having also completed a Risk Acknowledgement Form;

Subscription Amount refers to the aggregate value of the Offering and, in the event that all Shares offered are subscribed, that amount shall be CAD \$1,000,000;

Subscription Documents refers to the Subscription Agreement, 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 price of CAD \$0.08 per Share;

User refers to any person that will sign up for and hold a Curiate account.

\$ refers to CAD dollars;

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1. ITEM 1: USE OF AVAILABLE FUNDS

1.1. Funds

		Assuming Minimum Offering	Assuming Maximum Offering
A	Amount to be raised by this offering	\$0	\$1,000,000
B	Selling commissions and fees (maximum)	\$0	(\$90,000)
C	Estimated offering costs	\$30,000	(\$30,000)
D	Available funds: $D = A - (B + C)$	(\$30,000)	\$880,000
E	Additional sources of funding required	\$0	\$0
F	Working capital deficiency	\$0	\$0
G	Total: $G = (D+E) - F$	(\$30,000)	\$880,000

1.2. Use of Available Funds

Description of Issuer's intended use of available funds in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
Product Development	\$0	\$490,000
Intellectual Property Portfolio Development	\$0	\$50,000
Brand Development	\$0	\$65,000
General and Administration	\$0	\$75,000
Compensation Paid to Insiders for 12 Month Period ⁴	\$0	\$60,000
Sales and Marketing	\$0	\$140,000
Total – Available Funds	\$0	\$880,000

⁴ Included in the table above and in the absence of significant revenues and profitable operations, Curiate will require twelve (12) months worth of compensation that will be paid to: Todd Buchanan, Director, Corporate Finance = \$60,000. As of the date of this Offering, the founders' (Jennifer Chen, CEO and Darren Stone, CTO) compensation amounting to approximately \$19,000 per month has been paid out of the Canada Media Fund loan. The Issuer anticipates that the founders' compensation will continue to be paid out of funding from the Canada Media Fund. The terms of repayment are set out in section 2.7. Material Agreements.

If less than the Maximum Offering is raised, the Issuer will likely spend less in each category.

Pursuant to the terms of this Offering, the Issuer intends to raise up to \$1,000,000 through the issuance of Shares. Selling commissions and Offering Expenses will not exceed 12% in the aggregate and no one selling agent will receive a commission of more than 9% of the gross sale proceeds resulting in net proceeds of up to \$880,000. See Section 7, Compensation Paid to Sellers and Finders for details.

The Issuer will use the net proceeds for the purposes of continuing its product development, intellectual property portfolio development, brand development, marketing and sales, finance, legal, administration and compensation to Insiders and adoptions of shop-the-show social media platform.

Until required for the Issuer's purposes, the proceeds from this Offering will be invested only in securities of, or those guaranteed by, the Government of Canada or any Province of Canada or the Government of the U.S. or any State of the U.S., or in certificates of deposit or interest-bearing accounts of Canadian chartered banks or trust companies or U.S. banks. Any interest accrued on subscription funds will be solely for the account of the Issuer.

1.3. Reallocation

We intend to spend the net proceeds as stated. We will reallocate funds only for sound business reasons.

2. ITEM 2: BUSINESS OF THE ISSUER

2.1. Structure

The Issuer was incorporated under the laws of the Province of British Columbia and specifically the *Business Corporations Act* [SBC 2002] c. 57 on December 9, 2014

At the time of this offering, the physical offices of the Issuer are located at:

Vancouver: Suite 115 – 887 Great Northern Way, Vancouver, BC

The Issuer currently has 2 full time employees and 5 contract staff members split between:

- Management = 2
- Product Development = 2
- Investor Relations = 1
- Legal = 1
- Operations = 1

Total: 7 Staff Members

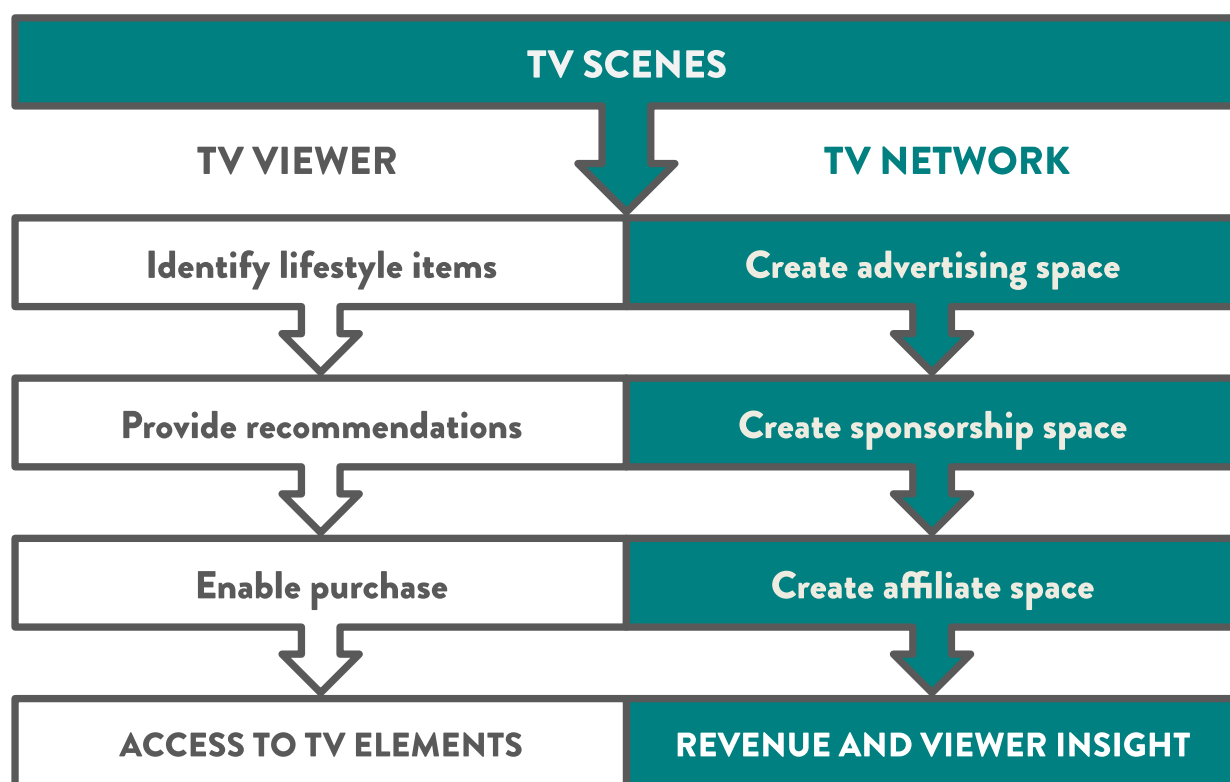
2.2. Our Business

Curiate intends to develop a purpose built shop-the-show social media platform⁵ that will be designed to “curate” or archive scene content that a viewer may be “curious” about, and make that content conveniently accessible to the viewer and others over the internet. Searches on the internet using

⁵A social media platform is an internet-based tool that provides users the means to build, mix and promote community engagement, conversation and user-generated material. You can also share content, such as blogs, & link them all together.

traditional search engines such as Google⁶ which are based on text which are created by typing the search word or phrase may make it difficult to find specific items. With the Curiate Platform, it is expected that searching will be made simpler and more accurate because Users will be able to point and click on the exact item in a selected scene and the Curiate Platform will find the exact match. The Curiate Platform will be programmed to learn what the User likes and it will suggest alternatives based a range of criteria such as what's available locally and at various price points. The Curiate Platform will be designed to work on any device including television, computer, smartphone, or tablet, for any video or image, whether it's via cable, satellite, streamed (like Netflix), or downloaded.

Curiate intends to develop a content management and social media platform that will enable viewers to “shop-the-show” and by doing so, will provide TV networks and digital media provider Clients with a new advertising property and potentially, increased viewer engagement. Curiate will identify the fashion and lifestyle elements in a scene in various video or photo formats. Everything in the “scene” that can be identified and that can be purchased can become a non-logoed product placement or an in-context advertising opportunity that the network may be able to sell to brands/advertisers. The table below illustrates how the system will work for TV viewers and TV networks.



The Issuer intends that the Curiate Platform will disrupt the way brands and consumers interact by serving product information as conveniently accessible content unlike any other platform. For the viewer, the Curiate Platform will contain multiple TV series with seasons, episodes, and scenes that the viewer can browse. The key scenes from each episode will be shown as screenshots on a timeline that the viewer can swipe through. Fashion and lifestyle objects inside the scene will be visually tagged with Metadata that include brand, price, a link to buy, recommendations for related items, and links to social media. Viewers will be able to browse by series, episode, character, categories, search for specific items, tag

⁶ Google is an American multinational technology company specializing in Internet-related services and products.

items, or request untagged items be tagged. The Curiate Platform aims to answer questions such as: “Where are her shoes from?” or “What restaurant are they eating at?”.

As an example of how the Curiate Platform will work for Users, the following steps would be taken:

1. The User will go to the Curiate Platform website and create a User account;
2. The User will be able to browse TV shows and find scenes and a specific scene of interest.
3. The User will be able to click on selected lifestyle items in the scene to find out more information.
4. If the option to purchase is available, the User will be able to purchase the item.

The image below shows how a scene from a popular TV show may be displayed in the Curiate Platform. The lifestyle items that have a green circle are tagged with additional Metadata or relevant information such as brand, price, a link to buy, recommendations for related items, and links to social media. If a User clicks the circle they can find out more information.



For the Client (networks and digital media providers), the Curiate Platform content management and analytics features will enable the Client to upload TV series by episode, season, and scene. The lifestyle elements from selected scenes will be “tagged” with Metadata (e.g. information about the restaurant at 1:23 timestamp of Episode 4, Season 5 of Series Z). Based on the elements that the network/provider uploads, Curiate’s proprietary algorithm will recommend similar or related elements that are highly relevant to the TV viewer – Curiate User (e.g. other restaurants that are similar to the one in the scene). The Curiate Platform is expected to also provide the TV network/media provider Client with alerts to tag requests from Users, as well as audience analytics to better inform programming and more deeply engage their viewers.

The following steps describe how the Client will use the Curiate Platform:

1. The Curiate team will create an account for each Client.
2. The Client will go to the Curiate Platform website and log-in.

3. The Client will be able to upload key scenes from an episode.
4. The Client will select the lifestyle items within the scenes to be tagged with Metadata.
5. The Client will be able to create native advertising/sponsored recommendation in context with the key scenes and tagged lifestyle items.
6. The Client will be able to view analytics to determine which scenes and items are the most engaging, and access user demographics

Product Benefits

Research indicates that viewers want to know more about the TV show they're watching (Nielsen, 2013).⁷ But, a key problem is the information is often hard to find, and in order to find it, the viewer needs to know what they're looking for. Curiate plans to solve this problem by aggregating very specific and sometimes very obscure Metadata, and providing that information in the context of the scene on the Curiate Platform. This way, if the User cannot articulate what they're looking for as a search term, they can find it by going to the scene. Or, if they're not searching for a specific item, they can browse the episode out of curiosity.

Both the Client and User experiences will be designed around solving a complex search problem. The User's (viewer's) search target is visually framed, they *saw* it on TV, and now they want to find it and maybe even buy it. But, most search engines like Google are text-based. It is difficult to fit a visual search problem into a text-based solution. However, because Curiate's Platform will be based on browsing of scenes, it is expected to significantly increase the chances of success. The viewer knows what "it" looks like, so they will recognize "it" when they see "it". It will also allow for the Client to engage the viewer directly in the show, its scenes and the lifestyle elements within the scenes.

We believe that the Curiate Platform will allow the User to interact and become more connected with the show and/or character(s). Other TV/digital series platforms have very little utility outside of the viewing experience. The Curiate Platform will be highly relevant at all times because it will provide a exploration, discovery and shopping experience whether the viewer is watching the show or not. The show is just the jumping off point for exploration, discovery and shopping.

Curiate plans to change the way that brands/advertisers and consumers interact by serving product information as desirable content and allowing the viewer to decide what to explore and when to do so. Other digital advertising solutions focus on interruptive advertising like banner ads, display ads, and mid-video ads. Curiate expects to turn specific elements within a scene into a subtle product placement for an in-context advertising opportunity.

Curiate will provide Clients with a new advertising property that is complementary to their existing one. Often, digital advertising solutions cannibalize traditional advertising revenue. In 2015 for example, \$2.0 billion was shifted from traditional advertising to digital advertising in the US alone (Wall Street Journal, 2015).⁸ However, with Curiate, our Clients (brands/advertisers and networks/digital media providers) will be able to sell an advertising package that includes traditional TV commercials, online display ads on the network website, as well as native advertising and sponsored recommendations generated by the Curiate Platform.

Curiate will provide Clients (networks/digital media providers) with deep analytics to measure Curiate User engagement. Currently, when a viewer watches a show outside of traditional broadcast via downloading or streaming, the network has no insight into the viewer – these viewers are not captured in their ratings, and therefore are not captured in any revenue benefit. However, because the Curiate

⁷ <http://www.nielsen.com/us/en/insights/news/2013/action-figures--how-second-screens-are-transforming-tv-viewing.html>

⁸ <http://blogs.wsj.com/cmo/2015/07/29/advertisers-shifted-1-5-billion-from-tv-to-digital-year-over-year-report/>

Platform is anticipated to capture User analytics and will be compatible with any type of video, it will allow the network to analyze audience behaviour and demographics regardless of viewing format – this type of data is critical in making programming decisions and generating revenue.

Competitors

Curiate is creating a content management and analytics platform that will enable viewers to “shop-the-show” by identifying the lifestyle items in a TV scene or digital image. By doing so, it will offer TV networks and digital media providers a new advertising property. We envision that this new approach will result in increased viewer engagement. As a result, we believe that Curiate will be uniquely positioned in the market, as a unique blend of digital advertising and audience engagement, with aspects of social shopping and visual search.

There are currently only a few players work on similar technology as Curiate, and they are all early-stage. There is no dominant player in the market yet.

The Take currently focuses on video for movies trailers, and stills for TV – they do not have any full-length movies or video for TV shows. Their user interface awkwardly combines video-embedded tags with zoomed stills. They do not seem to provide an advertising and analytics platform for network/studio clients.

Spylight currently focuses on TV/digital series with identification of clothing and accessories only – they do not identify any lifestyle items like furniture, décor, travel or dining destinations. They do not provide information in-context to the scene – there is very little technology in the user interface, it is essentially just zoomed images of the TV characters. They do not seem to provide an advertising and analytics platform for network/studio clients.

Pradux currently provides a combination of TV/movie-related content and user-uploaded photos. There is very little technology behind the user interface – items are catalogued by show and character, and rarely displayed in context with the TV character or scene. The user experience is inconsistent and it’s difficult to determine the accuracy or relevance of identified items. They do not seem to provide an advertising and analytics platform for network/studio clients.

Marketing Strategy

Curiate is launching with an initial focus on TV/digital shows. We have selected TV as our first format due to its built-in fan base and repeat viewership, continuous new content with new episode each week, and rapidly shifting business model from broadcast to streaming. In our view, TV most acutely highlights the proposition that advertising revenue is at risk and its stakeholders are aggressively seeking technology solutions.

Traditional television viewership is arguably in decline as people shift from watching TV via broadcast, cable, and satellite to watching digital video via PVR, Netflix, streaming and download. The decline is greatest among 18 to 24 year olds where weekly viewership has fallen by almost 32% between Q1 2011 and Q1 2015 in the US (Nielsen, 2015)⁹. As a result, viewers are watching fewer and fewer commercials and TV network revenue faces a threat as brands shift their budgets to other advertising mediums.

We believe viewers do, however, want to interact with product information – but on their terms, versus having TV viewing interrupted with commercials. In 2013, 49% of viewers looked up information about the show while they were watching the show and 20% of viewers purchased items they saw on the

⁹<http://www.marketingcharts.com/television/are-young-people-watching-less-tv-24817/>

show.¹⁰ Currently, we do not believe that there is an integrated, convenient, accurate way to shop-the-show.

We believe TV networks will need to look for alternative revenue streams to compensate for the decline in traditional TV advertising, as well as ways to increase viewer engagement. Year-over-year, advertisers have shifted \$1.5 billion from TV advertising to digital advertising in the US alone (Wall Street Journal, 2015)¹¹ Although digital media providers like Netflix have not relied on advertising in the past, we expect that they will also be looking for increased revenue and audience loyalty.

Curiate's Platform is expected to be compatible with any type of video whether it's via broadcast, cable, satellite, streaming, or downloaded. In the US alone, broadcast TV advertising revenue is \$40.1 billion, cable TV advertising revenue is \$34.4 billion, and digital video advertising is \$3.0 billion.¹²

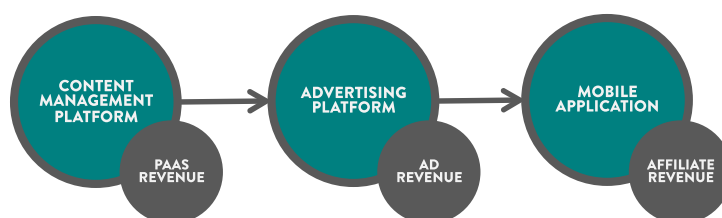
Globally, TV advertising revenues are estimated to be \$204 billion by 2019 (Price Waterhouse Coopers, 2015)¹³. In addition, based on the plans for its mobile app, Curiate's market scope is expected to include online shopping and mobile advertising.

Key objectives of the go to market strategy are:

1. Secure key relationships with Clients - networks and digital media providers;
2. Secure key relationships with Clients - brands/advertisers;
3. Create a minimum viable product that attracts Users to use the Curiate Platform;
4. Market the Curiate Platform through a combination of consumer and market research; digital and social media; meetings, events and tradeshow; and advertising and promotion;
5. Prove that the Curiate Platform can generate revenue to create a viable business.

Potential Revenue Model

Curiate's focus is on the 3C's of content, commerce, and community and it expects to generate revenue by providing its platform as a service to media providers, selling advertising generated via its advertising platform, and collecting affiliate commission from purchases originating from its web and mobile applications.



We believe that Curiate's revenue will be generated by providing its platform as a service (PaaS) to Clients (TV networks/digital media providers), and by taking a share of advertising and affiliate sales revenue generated via the web and mobile applications.

1. Content Management and Analytics Platform:

¹⁰ <http://www.nielsen.com/us/en/insights/news/2013/action-figures--how-second-screens-are-transforming-tv-viewing.html>

¹¹ <http://blogs.wsj.com/cmo/2015/07/29/advertisers-shifted-1-5-billion-from-tv-to-digital-year-over-year-report/>

¹² http://www.iab.net/media/file/IAB_Internet_Advertising_Revenue_Report_FY_2013.pdf

¹³ <http://www.pwc.com/gx/en/global-entertainment-media-outlook/segment-insights/tv-advertising.jhtml>

The Curiate content management and analytics platform will be a web-based interface that allows the TV network/digital media provider Clients to upload keyframes (the stills of key TV scenes from the episode), tags (the visual markers within the keyframe to indicate the elements that have associated Metadata), and Metadata (the information contained within the tags). The platform will enable multiple authors to input data while providing format management, version control, data storage, indexing, search, and retrieval. Based on the items that the TV network/digital media provider uploads, it is anticipated that the Curiate Platform will provide recommendations of items that are similar or related based on its proprietary algorithm. Because Curiate's Platform will capture user analytics and will be compatible with any type of video, it will allow the network to analyze audience behaviour and demographics regardless of viewing format.

Curiate expects to generate revenue by the platform-as-a-service (PaaS) for implementation, hosting, usage, and training and support to Clients (TV networks/digital media providers).

2. Advertising Platform:

The Curiate advertising platform will provide networks/digital media provider Clients with a new advertising property, each time a new item is tagged within a scene (whether by the client or by the user) a native advertising opportunity will be created, as well as multiple sponsored recommendation opportunities. The Curiate Platform will enable the Client to track inventory as advertising spaces are created and will be sold by the network/digital media provider via their in-house sales team. Curiate ad inventory can be packaged with traditional commercials and online advertising, or sold as stand-alone. The Curiate Platform is also expected to allow the Client or the advertiser to self-service by entering purchase details (e.g. length of buy, demographic filters, size of ad, etc.) and upload creative (the advertising materials).

Curiate anticipates generating revenue by participating in a percentage of the advertising sales.

3. Web and Mobile Applications:

The Curiate web and mobile applications will provide key scenes from shows in which fashion and lifestyle items will be visually tagged with Metadata that include brand, price, and recommendations for related items. Curiate will provide click-through-links to the retailer websites and will earn an affiliate commission for any sale originating from the Curiate platform.

Curiate anticipates generating revenue from affiliate commissions. Each time a User clicks on a tagged element and purchases the item from an online retailer that Curiate has an affiliate partnership with, the purchase will generate a commission back to Curiate.

Note: In the early stages of the development of the business, Curiate may engage strategies that may forgo revenue in order to build the User base faster.

2.3. Development of the Business

The main stages and timeline of the development of the business have included the following:

The idea for Curiate was originated by Jennifer Chen in 2013 when she was watching television and wondered where a character's jacket was from. When there was no obvious solution to find the answer, she proceeded to research the market and determined that there was a potential opportunity in the space.

The business plan was developed in 2014 and during that time, traditional "live" television viewing continued to drop, especially among 18 to 24 year olds, and the usage of a secondary device (e.g. tablet, laptop, mobile phone) while watching TV shows continued to rise.

The founding team for Curiate was assembled in 2014. Darren Stone was signed as Chief Technology Officer (CTO) in March 2014.

In September 2014, Curiate was selected as Top 10 new ventures in British Columbia by the BC Innovation Council.

Link Business Law Group was engaged in October 2014 to provide legal services to support the Issuer.

Equifaira Advisors Inc. was engaged in November 2014 to provide strategy and execution management consulting services to support the Issuer.

Curiate Technologies Inc. was incorporated in December 2014.

In April 2015, the Canada Media Fund selected Curiate for \$375,000 in funding.

In May 2015 Creative BC selected Curiate for \$50,000 in funding.

Curiate hired its director of intellectual property in May 2015 and its lead software engineer in June 2015.

The friends and family fund raising round was opened in June 2015, and Curiate's first investor round was opened in July 2015.

In September 2015 two (2) provisional patents were filed. A summary of the two provisional patents follows. Please note that the complete terms and conditions of the two provisional patents may be inspected by subscribers during normal business hours at the offices of the Issuer located at suite 115 - 887 Great Northern Way, Vancouver, British Columbia V5T 4T5.

USPTO Application Number: 14/845,255

Title:

SYSTEM AND METHOD FOR PROVIDING INFORMATION RELATING TO TANGIBLE ITEMS

Summary:

A system to identify an observer's questions about what they are viewing

Abstract:

Users are able to query a database about an item that is tangible or portrayed in an image. The system either returns information pertaining to the item or requests other users of the system to supply the information. Items in images are tagged to indicate that information is available about them, or to indicate that a request for information has been made. A tagged image may be used to generate requests for information about items that are not tagged in the image, by the selection of untagged items. When the requested information is supplied, additional tags are added to the image. The information may be supplied by experts, by crowdsourcing or by users who submit the images to the system.

USPTO Application Number: 14/845,259

Title:

SYSTEM AND METHOD FOR ASSESSING AND SUPPLEMENTING ONLINE CONTENT

Summary:

A system to detect questions (explicit or implied) about lifestyle items as soon as they are asked, and one to provide a timely, relevant answer in the same medium that allows the question-asker to take action.

Abstract:

Online content that would benefit users by being more extensive is searched for, analyzed and supplemented by publishing further relevant content. The content that is searched for includes explicit or implied questions that are unanswered, incompletely answered questions, incorrectly answered questions and content that, if viewed by a user, would trigger questions in the user's mind. The supplementary content is published at the same point as the original content and includes answers to the questions, which may involve, for example, providing information that identifies an item, a character, a building, a location, a place to purchase an item, or whether similar items can be purchased.

In 2015, Curiate engaged a number of advisors and is currently recruiting additional advisors in key strategic industries.

2.4. Long-Term Objectives

Curiate's long-term objectives are outlined in the table below.

Curiate's long-term objectives	Target completion date	Cost to complete
Ongoing product development	3-5 years	\$6,000,000 - \$10,000,000
Ongoing intellectual property portfolio development	3-5 years	\$2,500,000 - \$3,500,000
Ongoing brand development	3-5 years	\$2,000,000 - \$3,500,000
Ongoing general and administration	3-5 years	\$5,000,000 - \$8,000,000
Ongoing sales and marketing	3-5 years	\$10,000,000 - \$15,000,000

The *product development* long-term objective is to create a suite of applications, services, and an ecosystem of value for the industry. We foresee the possibility of hosting and/or white-labeling such products. Our audience for the products includes: viewers, content creators, and advertisers, each of which have unique usage and value goals. While television broadcasting is our initial target, our long-term objective is to facilitate object identification and purchasing across any media or real life situation. This may include, but not be limited to, integrations into smartphone cameras, TV set-top boxes such as personal video recorders (PVR), cable-TV tuners, Apple TV boxes, satellite tuners, and virtual reality and augmented reality goggles and display technologies, in-vehicle heads-up displays, and movie theatres. Our long-term aspiration is to be in a position to facilitate, log, and monetize as many query-response transactions as possible between consumers and brands. Our belief is there is immense un-harvested value in unasked and/or unanswered questions in the minds of consumers and potential consumers when they are not in an explicit "buying" mindset, however they are influence-able and formulating opinions for later purchasing behaviour. Short-term technology risks may be mitigated by launching a product of valuable but limited scope, to gauge market response. Medium and long-term offerings may involve higher risk technologies if the market appears receptive to them, including but not limited to computer vision, object detection, classification, and recognition. Ultimately, the goal of the Issuer is to advance the capability to answer questions such as: "What is that?" and "Where can I get more information on that?" and "Where can I buy that?" beyond text based queries. The Issuer aims to make it more convenient for the User to answer these questions. There is no guarantee that the Issuer will be able to meet these goals or that the market will want the product.

The *intellectual property portfolio development* long-term objectives for the Issuer will be driven by its

product development long-term objectives above. In other words, at each stage of research and development, if a viable market for a potential Curiate product or service is identified, and if protections such as patents are appropriate and achievable then the company will pursue such IP protection. Ensuring confidentiality practices are in place for trade secrets and ensuring clear ownership and license of IP at all times will ensure the company receives and incubates maximum value for all its innovation efforts.

The **brand development** long-term objective is to create a unique visual identity (logo, name, colours, etc.) and an extremely positive brand experience (user experience, product experience, etc.). Our intent is to develop a brand that will be relevant and appealing to our core target market and a brand experience that is consistent across all touch-points including product, website, social media, sponsorship, etc., to build trust, loyalty, and engagement. We plan to build an aspirational brand to capture early adopter/brand champions, generate viral/word-of-mouth awareness, and then expand to the mass market. The Issuer aims to build the Curiate Community and Users base.

The **general and administration** long-term objective is to ensure that operations are running smoothly and risk is mitigated. Key areas of focus will include: legal, accounting, finance, insurance, and human resources/company culture.

The **sales and marketing** long-term objective is to capture Clients in multiple industries (television, publishing, fashion, advertising, etc.) and to build awareness and credibility in industry markets via marketing campaigns and business development introductions from key strategic advisors in the industries.

2.5. Short-Term Objectives and How We Intend to Achieve Them

Curiate's short-term objectives for the next 12 months are to:

Curiate's Short-Term Objectives	Cost to Complete
<p>Product Development Use Of Funds Includes:</p> <p>Salaries required to grow the development team needed to create a minimum viable product.</p> <p>Computer, software and technology expenditures needed to support the development of the software platform, its capabilities, user interface and experience, integrations and, support.</p> <p>Create a minimum viable product.</p>	<p>\$490,000</p>
<p>Intellectual Property Portfolio Development Use of Funds Includes:</p> <p>Salaries and costs to support the filing of patents.</p> <p>Salaries and costs related to creation of and filing for protection of company trademark(s).</p> <p>Costs related to registering copyrights on the company's source code base to ensure exclusive company ownership and rights.</p>	<p>\$50,000</p>

<p>Brand Development Use of Funds:</p> <p>Creation of the visual language of the brand (visual marks, colours, typography), as well as the personality of the brand (tone and manner).</p> <p>Development of the brand guidelines and brand book to ensure consistency across all internal and external touch points.</p> <p>Development of the corporate website to ensure responsive web and mobile pages.</p> <p>Development and production of brand materials (brochures, banners, demo videos, etc.).</p>	<p>\$65,000</p>
<p>General and Administration Use of Funds Includes:</p> <p>Professional fees including legal, accounting, and consulting.</p> <p>General overhead such as rent, corporate insurance, telephones, cost of sales, vehicle, foreign exchange and bank charges.</p> <p>Compensation paid to insiders.</p>	<p>\$135,000</p>
<p>Sales and Marketing Use Of Funds Includes:</p> <p>Salaries required to develop and then grow the sales and marketing team.</p> <p>Sales and marketing activities to secure Clients.</p> <p>Advertising, promoting and marketing expenditures required to engage and then grow the User base.</p> <p>Digital and social media marketing.</p> <p>Travel and conference expenses to increase awareness.</p> <p>Membership and sponsorship fees to support the community.</p>	<p>\$140,000</p>

The Issuer plans to allocate funds to *product development* over the next twelve (12) months to create a minimum viable product. An emphasis will be placed on the growth of the product development team throughout the year to ensure that a minimum viable product is designed and developed. In order for Curiate to reach its target markets, the Curiate Platform must address known and not-yet-known needs and desires of its Users and Clients. User personas, usability, user experience, and user interface are key to the Issuer's market viability and the company will undertake product research, design and development in those areas. In order for Curiate to achieve its operational plan, the Curiate Platform must be able to support high availability, uptime and responsiveness when large numbers of Users, Clients, Curiate Community and other visitors that interact with the company's products and web site.

As a result, the Curiate Platform's scalability is also a key component in the Issuer's operational sustainability and product development plans.

The Issuer plans to allocate funds to the development of its *intellectual property portfolio* over the next twelve (12) months. To build and protect value in the business we will write applications and file for two or more patents related to the company's present and future product(s) space. We will create and file for legal protection on the company's trademark(s) to ensure exclusive use of company-owned logo(s), mark(s), sign(s), and expression related to its products and/or services. We will also register copyrights on the company's proprietary source code base to ensure exclusive rights to its ownership, use, and distribution. The company will proceed with such other intellectual portfolio developments, filings, registrations and protections as appropriate for the jurisdictions where we are planning to operate.

The Issuer plans to allocate funds to *brand development* including the creation of all the required elements of the brand such as: brand name; brand logo or logos; voice of the brand; slogans; taglines; look and feel of the brand; aspirational target market avatar; and a brand book with standardization of the use and application of the above elements.

The Issuer plans to allocate funds for *general and administration* over the next twelve (12) months as follows. The Issuer will purchase corporate insurance to: protect the company and its stakeholders; mitigate the current cyber threats in the industry; protect its own clients' and users' data; and third party coverage in the event a breach occurs with a strategic partner. Curiate will obtain Directors & Officers (D&O), Errors & Omissions (E&O) and Crime insurance to further protect the company and its stakeholders in the event a crisis occurs. Legal and consulting fees will be allocated to meet the needs of the Issuer. Additionally, as Curiate grows and increases its staff, funds will be spent on equipment, human resources and corporate culture development.

The Issuer plans to allocate funds to *sales and marketing* with a focus on entering its first market in North America and in order to develop the Issuers' sales and marketing programs. The funds required here will be allocated over twelve (12) months to creating and developing a sales team, market research to understand what Clients and Users will be seeking from the Curiate platform, securing Clients, securing Users, and increasing brand awareness through targeted marketing campaigns. The marketing campaigns will include a combination of: consumer and market research; digital and social media; meetings, events and tradeshow; and advertising and promotion.

If less than the Maximum Offering is raised, the Issuer will likely spend less in each category.

2.6. Insufficient Funds

The funds available as a result of this Offering will not be sufficient to accomplish all of our long-term objectives and there is no assurance that alternative financing will be available.

2.7. Material Agreements

The Issuer has entered into the following material agreements as at the date of this Offering Memorandum:

2.7.1 Canada Media Fund ("CMF") Experimental Stream Development Financing Agreement

On March 23, 2015, the Issuer entered into a financing agreement with CMF whereby CMF agreed to provide the Issuer with financing in respect of the development of the Curiate project on certain terms and conditions (the "CMF Agreement").

This is a summary of the CMF Agreement only and is subject to the complete terms and conditions of the CMF Agreement, a copy of which may be inspected by subscribers during normal business hours at the offices of the Issuer located at suite 115 - 887 Great Northern Way, Vancouver, British Columbia V5T 4T5.

Financing Amount: The CMF has agreed to provide the Issuer with financing of \$374,959 (the "Advance") to be used towards the development of the Curiate project. Further, the Advance will be provided to the Issuer in accordance with the contribution structure (as described below).

Development of the Project. In consideration for the Advance, the Issuer is obligated to develop the Curiate project in accordance with a number of terms as set out in the CMF Agreement, including following CMF's guidelines, developing the project in accordance with the terms of the application as submitted by the Issuer and the financial structure as determined by CMF (the "Mandatory Elements"). Further, significant development of the Curiate project must have commenced by June 30, 2015.

Contribution Structure. As long as the Issuer develops the Curiate project in accordance with the Mandatory Elements, then:

80% of the Advance (or \$299,967) will be provided to the Issuer upon the CMF Agreement being duly executed by both parties, upon the CMF receiving confirmation that the Curiate project has been commenced and upon receipt of fully executed employment agreements of the founders, Jennifer Chen and Darren Stone.; and

The balance of the Advance will be provided upon the CMF receiving and approving the documentation which supports, to the CMF's satisfaction, the final agreed upon costs for the Curiate project and upon Curiate submitting all deliverables and satisfying all conditions of the final advance on or before March 11, 2016.

Repayment of the Advance. It is expected that the Issuer will have developed certain materials such as a website, content management platform and analytics platform (the "Development Materials") by the end of the Curiate project. As such, and subject to CMF and the Issuer entering into another agreement relating to production financing, the Issuer is required to repay the Advance on the earlier of:

the first day of commencement of official preparation for production of the Curiate project or any project based in whole or in part on the Development Materials or any other use of the Development Materials which may be as early as winter 2015 or early 2016 unless the CMF and Issuer enters into another agreement relating to production financing;

or

the sale, transfer, assignment or other disposition of the Development Materials.

Interest on any overdue repayment amounts will be set at the rate of prime plus 1% per annum (as set by the Bank of Canada).

Events of Default. The CMF may consider any of the following as an event of default (the "Event of Default") under the provisions of this Agreement, if in the sole opinion of the CMF:

- (a) the Issuer does not develop the Curiate project substantially in accordance with the Mandatory Elements and/or the Curiate project becomes ineligible under the Guidelines;
- (b) the Issuer breaches or fails to fulfill any of its obligations under the CMF Agreement;
- (c) the Issuer fails to complete and submit the deliverables and satisfy all documents to support the final costs for the final drawdown to the CMF's satisfaction by tMarch 11, 2016;
- (d) any of the warranties or representations made by the Issuer in the CMF Agreement are false or misleading, or the Issuer has failed to disclose any material fact, information or collateral understanding relating to the eligibility of the Issuer, the Curiate project or any other material content of the application made by the Issuer to the CMF for financing;

- (e) the Issuer ceases to carry on business, makes an assignment for the benefit of its creditors, becomes insolvent or commits an act of bankruptcy;
- (f) any action is taken to have the Issuer declared bankrupt, or wound up, or a receiver is appointed over any part of or all the assets of the Issuer;
- (g) any action is taken to remove control of the Curiate project or the Development Materials from the Issuer or to seize any elements of the Curiate project or the Development Materials (other than a voluntary sale, transfer, assignment or other disposition);
- (h) any material adverse change occurs in the financial position of the Issuer which, in the CMF's opinion, impairs the Issuer's capacity to perform its obligations under this CMF Agreement;
- (i) the Curiate project or the Development Materials become encumbered, mortgaged, charged or are assigned without the prior written consent of the CMF where such encumbrance, mortgage, charge or assignment will preclude the Issuer from completing the development of the Curiate project in accordance with the Mandatory Elements or will preclude the Issuer from applying any amount of the Advance toward those expenditures for which the Advance was intended;
- (j) following a request from the CMF for information or documentation that is directly within the Issuer's control to provide to the CMF, the Issuer fails to fulfill such request within thirty (30) days; and/or;
- (k) the Issuer and/or a Related Party:
 - i. misrepresents information to or defrauds the CMF, including without limitation in regard to a matter related to the CMF Agreement or any other agreement between the Issuer or Related Party and the CMF (an "Other Agreement"); or
 - ii. misallocates or misappropriates funds advanced under this or an other agreement, as revealed by an audit or an examination of the Issuer's and/or Related Party's books of account; or
 - iii. breaches or fails to observe a provision or is in default under an Other Agreement.

Rights upon Default. If the CMF determines in its sole discretion that an Event of Default has occurred, the CMF will have the right, but not the obligation, immediately or any time thereafter to do any or all of the following:

- (a) withhold any payment due to the Issuer under the CMF Agreement or to the Issuer or a Related Party under an Other Agreement;
- (b) reduce the Advance and, if any portion of the reduced amount has previously been advanced to the Issuer, require immediate repayment of such amount with interest at the rate of prime plus 1% per annum (as set by the Bank of Canada), calculated and payable from the date of advance, both before and after demand, default or judgment;
- (c) refuse to accept any future application for CMF funding from the Issuer or a Related Party or enter into a financing agreement; and/or
- (d) terminate the CMF Agreement.

Notice. CMF will give the Issuer 10 days notice of its intention to terminate the CMF Agreement unless the Event of Default relates to items (e) or (f) above in which case CMF has the right to terminate the CMF Agreement immediately.

Governing Law. The CMF Agreement will be construed and interpreted in accordance with the laws of Ontario and the Federal Laws applicable therein and both the Issuer and CMF submits to the exclusive jurisdiction of the Courts of Ontario.

2.7.2 Agreement regarding the financial participation of Creative BC Society ("Creative BC") in the development and production of the Issuer's interactive digital media content project

(the “Project”)

On April 30, 2015, the Issuer entered into a financing agreement with Creative BC whereby Creative BC agreed to provide the Issuer with an advance of up to \$50,000 (the “Advance”) to assist with financing the development of the Project on certain terms and conditions (the “Creative BC Agreement”).

This is a summary of the Creative BC Agreement only and is subject to the complete terms and conditions of the Creative BC Agreement, a copy of which may be inspected by subscribers during normal business hours at the offices of the Issuer located at suite 115 - 887 Great Northern Way, Vancouver, British Columbia V5T 4T5.

Advance of Funds. Creative BC has agreed to pay the Advance to the Issuer in the following installments provided that at the time of such payment, the Issuer is in full compliance with its obligations under the Creative BC Agreement:

- (a) 80% (\$40,000) will be provided to the Issuer within 15 business days of execution of the Creative BC Agreement by both parties;
- (b) 20% (\$10,000) will be provided to the Issuer within 15 business days of review and approval by Creative BC of:
 - i. the final detailed accounting and cost report for the Project;
 - ii. the final narrative written report on the Project (no template provided); and
 - iii. photocopies of supporting invoices and receipts upon request.

Interim Meeting. The Issuer is also obligated to attend an interim meeting with Creative BC to discuss the progress of the Project and provide a written interim report by August 15, 2015.

Use and Repayment of Funds. The Advance does not have to be repaid to Creative BC and will not bear interest, except in the case of default by the Issuer (as described below), as long as the Issuer spends 100% of the Advance on documented eligible costs as that term is defined in the Creative BC guidelines.

Events of Default. The Issuer will be deemed to be in material default of the Creative BC Agreement if:

- (a) Any representation or warranty made by the Issuer to Creative BC in connection with the Project is or becomes false or misleading;
- (b) The Issuer fails to deliver the content management platform, website, interim report, analytics platform and final report (the “Deliverables”) by the completion date set out in the Creative BC Agreement or is in default of any material provision of the Creative BC Agreement or any other agreement entered into by the Issuer in connection with the Project; and/or
- (c) The Issuer sells, assigns, transfers, options or otherwise disposes of or encumbers any right, interest or property in the Project, in any materials created during the development of the Project or in any underlying rights agreement relating to the Project without the prior written consent of Creative BC.

Notice and Remedies. Creative BC may deliver written notice to the Issuer to cure the default in question within 10 days following the Issuer’s receipt of the notice (the “Default Date”). If Creative BC does not cure the misrepresentation or default in question to the satisfaction of Creative BC on or before the Default Date, then in addition to any other right or remedy to which it may be entitled, Creative BC may:

- (a) declare any remaining installments of the Advance to be forfeited by written notice to the Issuer in which case Creative BC will have no further obligation to pay any installment of the Advance to the Issuer but the terms and conditions of the Creative BC Agreement will continue in full force and effect with respect to any installment of the Advance previously paid to the Issuer; or

- (b) terminate the Creative BC Agreement and declare the entire amount of the Advance immediately due and payable, after which interest will accrue from the Default Date on the unpaid portion of the Advance at an annual rate of interest, calculated monthly in arrears, equal to three percent (3%) in excess of the prime commercial lending rate of interest published and charged from time to time by the principal banker of Creative BC.

Completion of the Project. All work must be completed and submitted to Creative BC by no later than March 1, 2016.

Governing Law. The Creative BC Agreement is governed by the laws of British Columbia and the laws of Canada, where applicable.

3. ITEM 3: INTERESTS OF DIRECTORS, PROMOTERS, AND PRINCIPAL HOLDERS

3.1. *Compensation and Securities Held (Issuer)*

The names, municipalities of residence, offices held, during the past five years, and shareholdings of the directors, officers, promoters, and persons holding 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	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
Jennifer Chen (Vancouver, BC)	Director and CEO	\$9,500 ¹⁴ per month	50,000,000 Common Shares ¹⁵ (78.01%)	50,000,000 Common Shares ¹⁶ (65.28%)
Darren Stone (Vancouver, BC)	Director and CTO	\$9,500 ¹⁷ per month	10,000,000 Common Shares ¹⁸ (15.60%)	10,000,000 Common Shares ¹⁹ (13.06%)

¹⁴ As of the date of this Offering, Jennifer Chen, Founder and CEO compensation amounting to approximately \$9,500 per month has been paid out of the Canada Media Fund loan. Terms of repayment are set out in section 2.7. Material Agreements. The Issuer anticipates that the founders' compensation will continue to be paid out of funding from the Canada Media Fund.

¹⁵ These shares are held in Jennifer Chen Family Trust No.1, where Jennifer Chen is the beneficiary.

¹⁶ These shares are held in Jennifer Chen Family Trust No.1, where Jennifer Chen is the beneficiary.

¹⁷ As of the date of this Offering, Darren Stone, Founder and CTO compensation amounting to approximately \$9,500 per month has been paid out of the Canada Media Fund loan. Terms of repayment are set out in section 2.7. Material Agreements. The Issuer anticipates that the founders' compensation will continue to be paid out of funding from the Canada Media Fund.

¹⁸ These shares are held in Darren Stone Family Trust No.1., where Darren Stone is the beneficiary.

¹⁹ These shares are held in Darren Stone Family Trust No.1., where Darren Stone is the beneficiary.

Todd Buchanan (Halfmoon Bay, BC)	Director of Corporate Finance	\$5,000 per month	0 Common Shares (0%) and 2,666,667 Options ²⁰ for Common Shares	0 Common Shares (0%) and 2,666,667 Options ²¹ for Common Shares
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3.2. Management Experience – Issuer

The Curiate management team has a wealth of experience. Members of the team have worked in several successful ventures at Rogers, LYFE Kitchen (now Luvo) and RentMoola and each team member has founded and/or launched startups. As well, the team has extensive experience in building subscription-based consumer products with high profitability/lifetime value and disruptive platforms that involve multi-sided business models with interdependent stakeholders and complex sales-cycles.

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



Jennifer Chen

Co-Founder and CEO: Jennifer was at Rogers Communications Inc. for over 10 years, in increasingly senior roles in corporate strategy, marketing, and offer development for wireless consumer products, managing over \$500 million in revenue and budgets over \$14 million. After Rogers, Jennifer led the launch of two startups. As Head of Marketing for chatr wireless, she led the build of Canada's newest wireless carrier from concept to launch in the span of 12 months. Most recently, Jennifer served as VP Marketing to lead the launch of LYFE Kitchen (now Luvo), a lifestyle food startup that was named Fast Company's "most innovative companies" for 2013 and 2014 and is represented by Derek Jeter, Russell Wilson, Dr. Mark Hyman and formerly by Jennifer Garner. She is currently a strategic advisor to GCI, Alaska's largest telecommunications provider.



Darren Stone

Co-Founder and CTO: Darren co-founded Verrus (PayByPhone.com) and grew the company to millions of daily transactions worldwide, eventually selling the business to PayPoint in 2009 for \$45 million. During that time, he and his co-founders changed long-ingrained consumer behavior from plugging the parking meter into using a phone app or text message to add time. Darren held the roles of CTO and CIO and was responsible for technical architecture, R&D, IT, security, compliance, and scaling. He was also involved in all of the company's equity financing rounds and assisted in all key distribution and sales contracts. Before PayByPhone, Darren was Senior Developer at Selkirk Financial (later, Thomson Reuters) for their suite of corporate treasury decision-support software. Darren was also a video game programmer on award-winning titles for Relic and Electronic Arts.

In addition to the directors and executive officers listed above, the Issuer has also retained a number of advisors and managers to assist with the management of the business. They are:

²⁰ These options are held in Equifaira Advisors Inc., a company where Mr. Buchanan is the Managing Partner/Director. An additional 5,333,333 options have been granted to Equifaira Advisors Inc. in accordance with a written consulting agreement between the parties but these additional options have not yet vested.

²¹ These options are held in Equifaira Advisors Inc., a company where Mr. Buchanan is the Managing Partner/Director. An additional 5,333,333 options have been granted to Equifaira Advisors Inc. in accordance with a written consulting agreement between the parties but these additional options have not yet vested.

Name

Principal Occupation and Related Experience



Todd Buchanan

Director, Corporate Finance: Todd has worked with over 100 Fortune 500, public and private companies, on the creation and implementation of business process management methods and technology, over the past 20 years. Mr. Buchanan has held senior executive positions including: President and CEO; Vice President Marketing & Sales; VP & General Manager of Operations. He founded SiCam Systems Corporation, a hi-tech company that conducts research, development and international deal delivery of highly specialized process management technology products and professional consulting services. Most recently, Todd was a founding executive on the LYFE Kitchen and Luvo food brands in the position of Vice President, Strategy and Execution where he was primarily responsible for raising the capital required from start-up through hyper growth, and building the operating plan and technology infrastructure to scale the business. He serves on the boards of a number of companies.



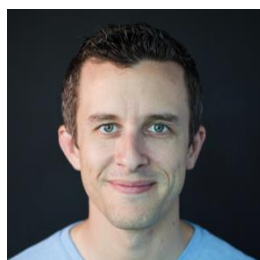
Elizabeth Liu

General Counsel: Elizabeth's combination of over 20 years of legal and management experience led her to develop LINK Business Law Group, a firm which addresses the business needs of companies by providing strategic and legal risk management advice as well as general counsel services. Previous to LINK, Elizabeth first practiced civil litigation and was the managing partner at Basham Thompson & Liu LLP (now part of Owen Bird) and then was Vice-President & General Counsel at the Flora Manufacturing Group of Companies where she was involved in all aspects operations in addition to overseeing the company's risk management processes.



Ben Chow

Manager, Business Operations: Ben has over 15 years of experience ranging from engineering and technology product development to business development. He has led corporate transactions such as an \$18 million asset divestiture, strategic relationships, and a \$5 million co-development program as well as provided consulting services to companies in the areas of investor relations, strategic planning, corporate valuation and international market entry. Prior to Curiate, Ben worked at Ritchie Bros. Auctioneers, Mundoro Capital, Ontario Teachers' Pension Plan and Ballard Power Systems. He has a Bachelor of Applied Science in Chemical Engineering-Chemistry Honours from the University of British Columbia, an MBA from the Richard Ivey School of Business, University of Western Ontario, and is a licensed Professional Engineer in British Columbia.



Chris Shorrock

Lead Developer: Chris is an engineer who brings a broad base of software leadership to the table. Before joining Curiate, Chris led the team at Chimp.net, an online platform that makes charitable giving more flexible. As their first hire, he was responsible for building the platform, which has now processed over \$70 million in donations. During that time, Chris also co-founded a game studio, Burger Function Games, where he developed, launched, and maintained software that supported thousands of concurrent players. Prior to this, Chris led multiple game teams at Electronic Arts where he developed custom servers that were the backbone for several Electronic Arts properties and are still in use today. Chris has also spent time as a consultant and architect in several different fields, from biomedical, to online poker, and wealth management to name a few.

3.3. Penalties, Sanctions and Bankruptcy

There has been no penalty or sanction that has been in effect during the last 10 years, or any cease trade order that has been in effect for a period of more than 30 consecutive days during the past 10 years against:

- a director, executive officer or control person of the Issuer, or
- an issuer of which a person referred to in (i) above was a director, executive officer or control person at the time.

There has been no declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets that has been in effect during the last 10 years with regard to any:

- director, executive officer or control person of the Issuer, or
- issuer of which a person referred to in (i) above was a director, executive officer or control person at that time.

3.4. Loans

There have never been any debentures issued to the Issuer due from or to the directors, management, promoters or principal shareholders.

From time to time, directors, management, promoters or principal shareholders of the Issuer may provide short-term loans to the Issuer. As of the date of this offering, there are no loans payable by the Issuer.

Other than the Advance provided to the Issuer in the amount of \$374,959 pursuant to the CMF Agreement as described above in section 2.7.1, there are no loans payable by the Issuer.

4. ITEM 4: CAPITAL STRUCTURE

4.1. Share Capital

Pursuant to the terms of the Articles of Incorporation of the Issuer, the authorized capital of the Issuer consists of One Hundred and Twenty Million (120,000,000) shares, comprised of One Hundred Million (100,000,000) shares of Common Stock (the "Common Shares"), and Twenty Million (20,000,000) shares of Class A Preferred Stock (the "Preferred Shares") all without par value. The designations, powers, preferences, rights, qualifications, limitations or restrictions relating to the Preferred Shares and the Common Shares are as follows:

Preferred Shares.

The Preferred Shares may be issued from time to time in one or more series. The Board of Directors of the Issuer is authorized, prior to the issuance of any series of Preferred Shares, by resolution or resolutions to alter the Articles to fix the number of shares included in such series and determine the designation of shares of that series to create, define and attach the rights, privileges, restrictions and conditions attaching to the Preferred Stock in that series. No rights, privileges, restrictions or conditions attached to a series of Preferred Stock shall confer upon a series priority over any other series of Preferred Stock.

Common Shares.

Each share of Common Shares shall have one vote upon all matters to be voted on by the holders of the Common Shares. The Common Shares shall share rateably, subject to the prior distribution out of the property and assets of the Issuer of any declared or accrued and unpaid dividends on the dividends to holders of Preferred Shares at the discretion of the Board of Directors, in all assets of the Issuer in the

event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Issuer, or upon any distribution of the assets of the Issuer.

Description of the Security	Number authorized to be issued	Price per Security	Number outstanding as of October 25, 2015	Number outstanding after Maximum Offering
Preferred Shares	20,000,000	N/A	Nil	Nil
Common Shares	100,000,000	Fixed by the Directors	64,097,804	76,597,804
Stock Options	-	Fixed by the Directors	2,812,500 ²²	2,958,333
Stock Warrants	-	Fixed by the Directors	nil	nil

4.2. Long Term Debt

Other than the Advance provided to the Issuer in the amount of \$374,959 pursuant to the CMF Agreement as described above in section 2.7.1, there is no long term debt payable by the Issuer.

4.3. Prior Sales

Common Shares of the Issuer have been issued for an average subscription price of \$0.0008. Options to purchase up to 8,800,000 shares of Common Stock at an average exercise price of \$0.012 have been granted.

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
March 4, 2015	Common Shares	60,000,000	.0000005	nil ²³
July 10, 2015	Common Shares	833,333	.06	\$50,000
October 25, 2015	Common Shares	3,264,471	.06	\$195,868.26
Total	Common Shares	64,097,804	.00383583	\$245,868.26
December 4, 2014	Options to purchase Common Shares	8,000,000	.01	nil
January 19, 2015	Options to purchase Common Shares	500,000	.01	nil
May 19, 2015	Options to purchase Common Shares	300,000	.06	nil

²² Total number of stock options vested as at the date of Offering out of a total of 8,800,000 stock options.

²³ The 60,000,000 Common Shares were issued as Founders' Shares in exchange for the services rendered to the Company by the two founders, Jennifer Chen (50,000,000 Common Shares) and Darren Stone (10,000,000 Common Shares)

<i>Total</i>	<i>Options to purchase Common Shares</i>	<i>8,800,000²⁴</i>	<i>x</i>	<i>nil</i>
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5. ITEM 5: SECURITIES OFFERED

A single class of Common Shares is available to all investors.

5.1. Terms of Securities

The material terms of the securities are provided for in the Shareholders' Agreement attached as Appendix I to this Agreement. The following is a summary of the Shareholders' Agreement.

Shareholder Agreement

The Shareholders' Agreement dated April 15, 2015, as amended, governs the rights and obligations of the shareholders of common shares (the "Shareholder") in the Issuer. The following is a summary of the Shareholders' Agreement only and is subject to the complete terms and conditions of the Shareholders' Agreement, a copy of which is attached as Appendix I.

General Corporate Matters

Directors. Each Shareholder is required to take such action as may be necessary to cause the Board to consist of a minimum of one (1) directors and a maximum of five (5) directors. Further, the Shareholders will nominate and elect Jennifer Chen or her nominee as a director to the Board and to nominate and elect each other director as may be designated from time to time by Jennifer Chen until the earlier date on which Jennifer Chen, no longer holds any Shares or this Agreement is terminated.

Information Rights. The Issuer will prepare and deliver to each Shareholder within a reasonable time after the end of each financial year, unaudited financial statements of the Issuer, including consolidated balance sheets of the Issuer, if any, as at the end of such financial year, and consolidated statements of income, retained earnings and changes in cash flow of the Issuer, if any, for such year, setting forth in each case in comparative form the corresponding figures for the previous financial year, all prepared in accordance with generally accepted accounting principles in Canada.

Matters requiring Board Approval.

The Issuer's management team must seek Board approval for the following matters:

- (a) altering, changing or amending the Articles or Notice of Articles of the Issuer;
- (b) any single or series of related expenditures in excess of \$50,000 (Fifty thousand dollars) where such expenditures are not set out in an operating expenditure budget of the Issuer;
- (c) the hiring of any employee or the engagement of any contractor at the vice-president level (or equivalent) or higher or whose compensation exceeds \$180,000 (One hundred and eighty thousand dollars) per annum;

²⁴ Options are granted to employees, consultants and advisors pursuant to specific written agreements and/or the Company's stock option plan.

- (d) carrying on any business other than the existing business or change in any material aspect of the business of the Issuer;
- (e) incorporating, creating, or acquiring any entity that would be an affiliate or a Subsidiary;
- (f) purchasing for cancellation, redeeming or acquiring any securities, securities convertible or exchangeable into or exercisable for any securities of the Issuer or make a declaration or payment of dividends or distribute any surplus on earnings on any Shares of the Issuer, unless:
 - (i) required under the rights, privileges, restrictions and conditions attached to Shares as at the date of the Shareholders' Agreement;
 - (ii) pursuant to a pre-existing agreement providing for the repurchase of any equity securities upon termination of services, including, without limitation; or
 - (iii) authorized pursuant to the terms of the Stock Option Plan approved by the Board;
- (g) permitting the transfer of Shares other than in accordance with the terms of the Shareholders' Agreement;
- (h) the sale, lease, exchange, mortgage or other disposition by the Issuer of any copyrights, patents, trade-marks, trade secrets, processes, licences, distribution rights or other industrial or intellectual property right outside of the ordinary course of the Issuer's business;
- (i) any acquisition of or agreement by the Issuer to acquire any capital asset, any lease or agreement to lease of real or personal property or any acquisition or agreement to acquire property by way of conditional sale agreement or purchase money security interest, (i) having a value in excess, in aggregate, of 10% of the operating budget in any fiscal year and which is not provided for in the capital budget, or (ii) which do not relate directly to the Issuer's business;
- (j) any change in salaries, bonuses, fees, benefits or any other payments to key management at the highest level of the Issuer's compensation structure in excess of 20% per annum;
- (k) the establishment or amendment of any Stock Option Plan involving directly or indirectly the issuance or the commitment to issue shares in the capital of the Issuer to Directors, officers, consultants or employees whether directly or by the exercise of an option, warrant or right or by the conversion of some other security;
- (l) any contract, agreement or other transaction with, or any obligation or liability to, any Shareholder or any person not at arm's length with such Shareholder which directly or indirectly provides to such Shareholder or person any benefit or advantage greater than fair market value;
- (m) the incurrence (whether absolutely or contingently) of indebtedness (whether directly or by financing lease or other indirect financing arrangements) in respect of any transaction or series of transactions, other than as contemplated by an approved and current capital and operating budget for the Issuer;
- (n) the lending of money by the Issuer or the incurrence of any guarantee or indemnity obligations thereby;

- (o) borrowing by the Issuer in excess of \$25,000 (Twenty-five thousand dollars) or grant security over any of assets of the Issuer or incur debt in excess of \$25,000 (Twenty-five thousand dollars);
- (p) amalgamation, consolidation, merger or entering into an agreement to amalgamate, consolidate or merge the Issuer or its subsidiaries with any person which has the effect, directly or indirectly, of transferring control of the Issuer or the Issuer's assets to another person;
- (q) entering into a non-arm's-length transaction; or
- (r) repayment of any Shareholder loans.

Transfer Restrictions

Restriction on Change of Control of Corporate Shareholders. No corporate Shareholder may enter into any transaction or series of transactions that results in a change of control of such corporate Shareholder, without the prior written consent of the Board which may be withheld in its sole discretion.

Pro-Rata Pre-emptive Rights. The Shareholders' Agreement includes a pro-rata right of first refusal that generally provides that any new issuance of capital stock and any securities convertible into capital stock, must be offered to each current Shareholder of the Issuer on a pro rata basis. The Issuer must provide each Shareholder written notice stating the terms of the issuance. The Shareholder then has 7 days to accept the notice in order to purchase the Shareholders' pro rata share. In the event that not all of the Shareholders exercise their pre-emptive rights, the Issuer shall have the right to then immediately sell the unissued securities.

The Issuer may issue new capital stock or offer securities without first providing the pro-rata right of first refusal in a number of circumstances as set out in the Shareholders' Agreement including the issuance of Shares or rights to purchase Shares in connection with strategic collaborations, development agreement or licensing transactions as approved by the Board, pursuant to an employee stock option plan or in the event of an acquisition of the Issuer.

Rights of First Refusal. Except for a permitted transfer, a Shareholder who receives a bona fide offer from a third party to purchase Shares that it wishes to accept must provide notice to the Issuer and each Shareholder stating the identity of the third party, the terms of the offer, and the selling Shareholder's irrevocable offer to sell to the Issuer and the other Shareholders all of the shares of Stock in the third party offer, on the same terms and conditions as set forth in such offer. For fourteen (14) days after the receipt of the notice (the "Initial Period"), the Issuer shall have the right to purchase any or all of the offered Shares.

Any Shares not purchased by the Issuer may be purchased by the other Shareholders within 7 days of the Initial Period (the "Subsequent Period"). If more than one Shareholder elects to purchase such offered Shares, then each electing Shareholder shall purchase the number of offered Shares on a pro rata basis.

To the extent that there are any Shares available after the Initial Period and the Subsequent Period, then the selling Shareholder may sell the remaining Shares as long as the transfer of those remaining Shares are at the same price and terms as the original offer and on the condition that all the remaining Common Shares are transferred to the third party purchaser within 90 days of the expiration of the Subsequent Period.

Drag-Along Rights. If the holders of more than sixty-five percent (65%) of the outstanding Shares (the "Selling Shareholders") have agreed to transfer to a third party offeror pursuant to a bona fide offer (the "Drag Along Offer") for all of the Shares of the Issuers held by the Selling Shareholders, and if

the third party offeror offers to each of the other Shareholders (the "Other Shareholders") to purchase the remaining Shares (the "Specified Shares") on equivalent terms and conditions as those agreed to by the Selling Shareholders then the Selling Shareholders will have the right to require the Other Shareholders to sell all of their Specified Shares to the third party offeror in accordance with the terms and conditions of the Drag Along Offer.

Permitted Transferees. Shares may not be sold or transferred except where the Shares are transferred to a permitted transferee, which includes: (i) a family trust, spouse, child or a registered retirement savings plan or tax-free saving plan or any similar plan of the Shareholder; (ii) a corporation in which a Shareholder has the majority voting power; (iii) any other person approved by the Board.

Further restrictions on Transfer. No Shareholder shall transfer all or any part of Shares to any person, whether a Shareholder or not, who is not a party to or has not agreed to be bound by the Shareholders' Agreement.

Endorsement on Share Certificates. All share certificates issued by the Issuer (including existing certificates) shall have typed or otherwise written thereon that the shares represented by the certificate contain restrictions on the right of the holder to sell, exchange, transfer, assign, gift, pledge, encumber, hypothecate or otherwise alienate the shares. Specifically, the following legend will be placed on each share certificate:

"The securities represented by this certificate are subject to the provisions of a Shareholders' Agreement dated for reference April 15, 2015, as amended, restated or replaced from time to time, and such securities are not transferable on the books of the Company except in accordance and compliance with the terms and conditions of such Agreement."

Waiver of Rights

Any Shareholder may waive the rights provided for in the Shareholders' Agreement in Articles 4 and 5, including the right of first refusal, drag along rights and the pro-rata pre-emptive rights, by notice in writing to the Issuer. Additionally, in the event that Shareholders holding not less than 65% of the issued Shares in the aggregate held by all Shareholders who are subject to this Shareholders' Agreement elect to waive their rights then such waiver shall be binding upon all of the Shareholders.

Founder's Subordination

If prior to an IPO, the Issuer sells more than 50% of its Shares or substantially all of its assets (the "Sale") and:

- (a) The founders as defined in the Shareholders' Agreement hold at least 50% of the issued Shares in the aggregate at the time of the Sale;
- (b) The Sale results in the Shares being valued at 50% or less of the then fair market value (as defined below) of the Shares;
- (c) The Shareholders holding at least 50% of the issued Shares, excluding the Shares held by the founders, in the aggregate vote against the Sale; and
- (d) the aggregate proceeds from such Sale that are payable to each Shareholder for his or her Shares is less than the original purchase price paid by that Shareholder (as computed, the "Shareholder Deficit"),

then each of the founders shall forfeit and subordinate to such Shareholder, such portion of their proceeds that is in excess of the founders respective aggregate original purchase price (the

“Excess Amount”), to the extent equal to 75% of such Shareholder Deficit or, if the Excess Amount is less than 75% of the Shareholder Deficit in the aggregate then the Excess Amount will be subordinated to the Shareholders holding such Shareholder Deficit on a pro-rata basis.

“Fair market value” is defined as the subscription price obtained for each Share at the last offering of Shares made by the Issuer closest to the date of the Sale.

Termination of Agreement

The Shareholders’ Agreement shall be terminated upon the Issuer suffering an insolvency event, upon the consummation of a drag along transaction, upon an IPO or upon the written consent of the Board of Directors and Shareholders holding not less than seventy five percent (75%) of the Shares.

General

Amendment and Modification. The terms of the Shareholders’ Agreement may be amended, modified or supplemented with the written consent of the Issuer and the Shareholders that hold not less than sixty percent (60%) of the Shares.

Governing Law. The Shareholders’ Agreement is governed by the laws of the Province of British Columbia and the laws of Canada where applicable.

5.2. Subscription Procedure

How to subscribe and Method of Payment.

You may subscribe for Shares by returning to the Issuer the following:

- a completed Subscription Agreement in the form accompanying this Offering Memorandum, duly executed and witnessed;
- a completed copy of a Risk Acknowledgement Form (Form 45-106F4), duly executed – you should keep a signed copy of this form;
- a completed copy of the Shareholder’s Agreement, duly executed; and
- a certified cheque or bank draft or wire transfer or payment made on the Curiate website made payable to the Issuer in the amount of the Subscription Price in CAD.

The Subscription Agreement, Risk Acknowledgement Form, Shareholder’s Agreement and Subscription Price will be retained in the possession of the Issuer until closing. On the Date of Closing, 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 six years in compliance with NI 45-106.

By signing the Subscription Agreement, the prospective purchaser authorizes the Issuer to perform certain functions, as described in this Offering Memorandum. A Subscriber will only be accepted as a Shareholder if on or before the Date of Closing 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.

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.

Right of Issuer to refuse Subscriptions

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 return the Subscription Price to the Subscriber together with the Subscription Price, without deduction or interest.

Conditions to closing

The Issuer reserves the right to accept or reject subscriptions in whole or in part at our discretion and to close the Offering at any time without notice. Any subscription funds for subscriptions that we do not accept will be returned promptly after we have determined not to accept the funds.

We expect to have multiple closings of the Offering on several dates on or before May 31, 2016. We may end the Offering on an earlier or later date as we may determine.

Share certificates will be issued to investors at or before May 31, 2016 or on such later date as the Issuer may, in its sole discretion, determine.

6. ITEM 6: CANADIAN INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY

6.1. Professional Advisor

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

6.2. RRSP Eligibility

Not all securities are eligible for investment in a registered retirement savings plan (RRSP).

You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities.

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

6.3. Tax Credit Pursuant to SBVC Act

The Corporation will apply on behalf of each Subscriber who is an individual resident in British Columbia at the date they subscribe for the Common Shares and as at December 31 of the particular tax year or on behalf of a corporation with a permanent establishment in British Columbia for a tax credit certificate entitling the Subscriber to a tax credit equal to 30% of the amount received by the Corporation from the Subscriber for the purchase of the Common Shares. Tax credit certificates may only be issued if the Corporation complies with the requirements and intent of the SBVC Act. The Corporation intends to do so. A Subscriber who is an individual investor must deduct the lesser of his or her tax credit or \$60,000 against tax otherwise payable under the B.C. Tax Act for that taxation year. To the extent that the tax credit of the 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 or her tax credit and the tax otherwise payable, after deducting certain other credits available under the B.C. Tax Act. In administering the refund process, the refund must first apply to offset other amounts payable, including arrears under both the Tax Act and the B.C. Tax Act. An individual shareholder may claim a tax credit in respect of the prior taxation year if the Common Shares of an EBC are purchased within the first 60 days of the next ensuing taxation year. If an

individual Purchaser resides in British Columbia at the date of the subscription for Common Shares but resides outside the province at the end of the year, this may affect the individual's ability to claim the tax credit. Individual Shareholders who plan to move outside of British Columbia before year-end are urged to consult with their professional advisors about their eligibility to claim the tax credit. A Purchaser 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. 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. 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. Tax Act in such taxation years. In order for a Subscriber to retain the tax credit, the Subscriber must hold the Common Shares for a period of five years from the date of issuance. If the Subscriber sells, transfers, redeems or otherwise disposes of the Common Shares prior to the expiry of five years, the Subscriber will be liable to repay the tax credit. The certificates representing the Common Shares will be issued with a legend prohibiting the sale or transfer of the Common Shares for a period of five years.

Equity Capital Authorization

Before an EBC such as the Corporation can raise equity capital and issue shares it must have an authorization from the Equity Capital Program to do so. All authorizations granted to EBCs are specific both with respect to the maximum amount of capital the EBC can raise and with respect to the length of time in which this raising of funds can occur. The Corporation has been granted an authorization allowing it to raise capital of up to \$5,000,000 on or before March 15, 2016. 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, Subscribers should verify that they are purchasing their shares in an EBC within a duly authorized period of time. Furthermore, the total amount of venture capital tax credits that may be issued each year to Subscribers is limited by Section 29.1 of the SBVC Act and Section 21 of the SBVC Regulations. When the venture capital tax credit budget is reached, the Corporation's equity authorization will be suspended, and further investments in Common Shares will not qualify for tax credits under the SBVC Act. No tax credits will be issued to Subscribers who purchase shares in an EBC that does not have a valid authorization to raise equity capital or where the authorization has expired or is suspended prior to the Subscriber's purchase of the Common Shares.

Applying for Tax Credits

The EBC is required to report investments received from its Subscribers to the Investment Capital Branch using the Electronic Tax Credit Application (eTCA) system in order for an EBC's Subscribers to be eligible to receive tax credits.

EBCs must ensure that Subscribers complete and sign a Share Purchase Report at the time they purchase shares, and that these reports be retained on file for a period of seven years for audit purposes.

The Investment Capital Branch performs extra due diligence when an individual Subscriber or corporate investor invests \$200,000 or more in the EBC. Before Tax Credit Certificates are issued the EBC must submit to the Investment Capital Branch a copy of the Subscriber's Share Purchase Report, EBC's bank statement showing the fund's deposited in its bank account, and a copy of the Central Securities Register showing the shares issued to the Subscriber.

Tax credit certificates will be available on the eTCA system in PDF file format by the end of March of the year following when the investment was made. The EBC will receive an email indicating when the tax credit certificates are available for download from the eTCA system.

The EBC is responsible for distributing the tax credit certificates to its Subscribers.

Claiming the Tax Credits

A Shareholder attaches the tax credit certificate to his/her income tax return filed with [Canada Revenue Agency](#) for the taxation year stated on the certificate. A maximum annual tax credit claim differs for corporate Shareholders and individual Shareholders. However, both may carry forward an unclaimed tax credit amount for four subsequent taxation years.

Tax Credit Liability

If the EBC or its Subscribers engage in an [ineligible transaction](#), or is in non-compliance with the SBVC Act, the Subscribers may be required to repay the tax credits. Under [section 28.95 \(1\)](#) of the SBVC Act, the EBC and its Subscribers must comply with the following:

- no tax credit has been previously allowed or paid for the Common Shares;
- the Common Shares, for which the EBC applies for tax credits, are not a type of security that entitles its holders to claim a tax credit against tax payable under the Income Tax Act (Canada) for the purchase of the security; and
- the eligible investor Shareholders acquire the Common Shares directly from the EBC.

A tax credit certificate issued under the Venture Capital Programs may be revoked by the Administrator of the SBVC Act if the Administrator determines that, at the time the tax credit certificate was issued, or at a subsequent time, the EBC was in contravention of the Act or the Regulation. A tax credit certificate that is revoked by the Administrator is deemed never to have been issued.

Since the consequences of non-compliance can be serious, program users are urged to consult with your legal and financial advisors.

7. ITEM 7: COMPENSATION PAID TO SELLERS AND FINDERS

The Issuer has and may enter into agency agreements to market the Common Shares under the terms of this Offering Memorandum. The agency agreements shall provide for a sales commission not to exceed in the aggregate \$90,000 (assuming the Maximum Offering).

8. ITEM 8: RISK FACTORS

8.1. Investment Risks

The purchase of Common Shares involves a high degree of risk. The following is a summary of only the material risk factors that may face the Issuer. However, additional risks that the Issuer does not currently know about or that it currently believes to be immaterial may also impair our business operations. If any of the following risks actually occurs, our business, results of operations and financial condition could be

materially adversely affected. In addition to the factors set forth elsewhere in this Offering Memorandum, prospective purchasers should consider the following:

Our Securities are Speculative

The purchase of Common 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 Common 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. 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. In addition to restrictions on securities provided for under securities laws, the Shares are subject to additional restrictions on resale as set out in the Shareholders' Agreement.

Value of Securities of the Company

We determined the price of the Common Shares arbitrarily. The price bears no relationship to earnings, book value or other valuation criteria.

No Minimum Subscription

The Offering is subject to no minimum subscription level and, therefore, any funds received from an investor will be made available to the Issuer subject only to the purchaser's rights described in Item 14 and need not be refunded to the investor. On several dates prior to and upon completion of the Offering, all of the subscription funds will be advanced to the Issuer. In the event that the Issuer does not raise or invest the Maximum Offering, there may be insufficient funds to achieve all of the Issuer's objectives.

The Issuer has a limited Operating History

The Issuer is in the development stage and has no history of sales or earnings. There is no assurance that Issuer will be able to achieve and then maintain sales or earnings.

Marketability of the Shares and Exit Strategy

There is currently no formal market for the Common Shares, nor is it expected that one will develop. The Common Shares will be sold pursuant to exemptions from applicable securities laws and any disposition of Common Shares will require compliance with such laws, including resale restrictions. Consequently, it is possible that Shareholders of Common Shares may not be able to liquidate their investment and that Shares may not be readily acceptable as collateral for loans.

Tax Matters

The return on a Shareholder's investment in his/her Common Shares is subject to changes in Canadian Federal and Provincial tax laws, as well as any other tax laws applicable to the Shareholder. There can be no assurance that the tax laws will not be changed in a manner which will fundamentally alter the tax consequences to investors of holding or disposing of Common 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.

No Representation

The Issuer has not retained any independent professionals to review or comment on this Offering or otherwise protect the interests of the Subscribers. Although the Issuer has retained its own counsel, neither such firm nor any other firm has made, on behalf of the Purchaser, any independent examination of any factual matters represented by management herein, and purchasers of Shares offered hereby should not rely on the firm so retained with respect to any matters herein described.

8.2. Issuer Risks

Dilution

Purchasers in this Offering will incur immediate and substantial dilution in the net tangible book value of their investment as a result of this Offering.

The Subscription Price will be substantially higher than the net tangible book value per Common Share immediately after this Offering. If you purchase Common Shares in this Offering, you will incur immediate and substantial dilution of \$0.08 per Common Share, representing the difference between the Subscription Price of \$0.08 per Common Share and our pro forma net tangible book value per Common Share as of the date of this Offering. Moreover, we issued options and warrants in the past to acquire Common Shares at prices significantly below the Subscription Price. As of the date of this Offering, there were 8,800,000 stock options issued and outstanding with a average exercise price of \$0.012 per Common Share.

Operations

The Issuer is in the development phase of its operations. An investor must assess the impact of the lack of any business history of the Issuer. Investors in the Issuer will be required to rely upon the Issuer in its ability to develop the product, the selection of the geographical territories to be developed, the management and operation of the Issuer's proposed marketing to key partners, strategic alliances and end users and the general administration of its business.

The Issuer will rely to a significant extent on the expertise of its officers, employees and consultants. In addition, the overall performance of the business of the Issuer will be dependent upon the success of the sale of its Common Shares, since the Issuer will require significant percentage of the Maximum Offering to commence all of its projects.

The Issuer is not producing income and the Issuer may not be able to fully execute its business plan, for any number of reasons, including (without limitation) lack of sufficient funding, lack of sufficient market acceptance, inability to develop or obtain contracts or relationships with key partners, strategic alliances or end users, execution risk, competition and all of the difficulties and challenges associated with being a new business.

The Issuer expects to continue to incur net losses because the Issuer is expending substantial resources on:

- (i) product development;
- (ii) intellectual property portfolio development;
- (iii) brand development;
- (iv) general and administration; and
- (v) sales and marketing.

The Issuer cannot be certain that its business strategy or model will be successful or that revenues or profitability will ever be achieved. Even if profitability can be achieved, the Issuer cannot be certain that it can be consistently sustained or increased in the future.

Business Risks and Barriers to Entry

The Issuer cannot be certain that its business strategy or model will not be subject to current or future competition offering a similar product and service or that other competitors may gain a first mover advantage over the Issuer.

The Issuer cannot assure that there will be sufficient industry demand for the Issuer's services from its Clients and Users in each market that we choose to enter. Should there not be sufficient demand from Clients and Users, the Issuer may experience a barrier to entering the market, a delay in entering the market and/or an inability to enter the market and/or sustain and/or grow the business of the Issuer in the market.

The Issuer cannot assure that it will be able attract consumers to the Curiate Community and/or to convert them to Users and/or generate sufficient demand for the services of the Issuer. Should there not be sufficient consumer demand for the Issuer's program, the Issuer may experience a barrier to entering the market, a delay in entering the market and/or an inability to enter the market and/or sustain and/or grow the business of the Issuer in the market.

The Issuer cannot assure that it will be able to ensure that the Curiate platform will continue to comply with laws, industry standards, rules or regulations for the jurisdictions in which we operate which is an ongoing challenge both for existing markets and when entering new markets and could be a barrier to such markets.

The Issuer cannot assure that it will be able to build the Curiate Community or it may take longer than anticipated to grow the Curiate Community.

The Issuer cannot assure that it will be able to overcome resistance of Clients or User to adopting new technology, changing their business practices and costs of converting their existing systems such as existing advertising platforms or content management platforms.

Change in Technology

Ensuring that the Client and User experience and functionality is continuously improved and kept up to date with the fast pace of change in the technology industry is an ongoing challenge for the Issuer. The pace of change of technology and the requirement for the Issuer to continuously improve the system is an ongoing risk and the Issuer cannot assure that it will be able to keep up with the pace of change.

Proprietary Rights and Licenses.

The Issuer intends to use proprietary and/or licensed technology in its operations. There exists the possibility that certain patent applications will be rejected or that certain patents will not be sufficiently broad to protect key aspects of the Issuer's or its licensor's technology. If this occurs, the Issuer will still continue with its business plan as contemplated but competitors would likely be able to duplicate the Issuer's products and patent laws would not provide effective legal or injunctive remedies to prevent infringement. Patents are also frequently challenged, invalidated, or circumvented by competitors; litigation of patent or infringement claims may result in substantial cost and diversion of resources.

Additional Financing

The Issuer intends to use the net proceeds of this Offering for the purposes of continuing the Issuer's product development, hiring of new personnel, research and development, intellectual portfolio development, branding, marketing, promotions and sales and other activities necessary to operate the business. The Issuer will require additional funds to develop and grow its business. The Issuer cannot accurately predict the timing and amount of such capital requirements. The Issuer's future capital requirements will depend on numerous factors, including:

- the success in securing additional contracts with key partners and strategic alliances;

- the Issuer's ability to implement its marketing and sales strategy;
- the rate of market acceptance of the Issuer's product;
- the Issuer's ability to maintain and expand its User and Client base; and
- the Issuer's ability to secure and develop new markets.

The Issuer presently has no commitments for additional financing and it cannot give any assurance that any commitments can be obtained on favourable terms or at all.

The Issuer may have to sell a substantial number of its securities in order to obtain additional equity financing. Any additional equity financing, which may include the offering of preferred stock that the Issuer undertakes may dilute the Issuer's Shareholders.

In addition, debt financing, if available, may involve restrictive covenants with respect to distributions, raising future capital and other financial and operational matters, and may otherwise limit the Issuer's ability to raise additional equity capital.

Key Employees and Strategic Alliances

The Issuer's success will depend on its ability to attract, retain, train and motivate highly skilled employees, particularly research and development and sales and marketing professionals. The Issuer may not be able to attract the personnel it needs to execute its business plan.

Further, in addition to the Issuer's need to continue to engage and expand on its relationships with advertisers, brands, content creators/owners, networks, and publishers, and other potential partners. The Issuer also engages or will engage certain third parties for advice on technology, market trends and research, legal, human resources, intellectual property and public relations and other areas where specialized expertise may be required and its success will depend on its ability to make such strategic alliances. The Issuer will depend substantially on the services of its executive team, management team, development team, sales and marketing team and its strategic alliances.

The Issuer's business may be harmed if it loses the services of any one of its key employees, strategic alliances or key partners and is unable to attract and retain qualified replacements.

Interests of Principals and Others in Material Contracts and Conflicts of Interest

The majority of the agreements and arrangements between the Issuer and its officers and directors, including management services contracts, have not been the result of arm's length negotiations but are believed to be reasonable in relation to the services performed. The Issuer will be relying on its respective officers and directors to advise with respect to the development of its business. Certain of these officers and directors of the Issuer are now or may become in the future officers and/or directors of other entities or act as principals, officers or directors of other businesses. They may have conflicts of interest in allocating management time, services and functions among the Issuer and any other present or future businesses which they may organize, or provide management services to, as well as other business ventures in which they are or may become involved.

Management of Growth

The Issuer anticipates rapid growth and plans to capitalize on this growth. The Issuer's future operating results will depend on management's ability to manage this anticipated growth, hire and retain qualified employees and strategic partners, properly generate revenues and control expenses. A decline in the growth rate of revenues without a corresponding reduction in expense growth could have a material adverse effect on the Issuer's business, results of operations, cash flows and financial condition.

Nature of the Underlying Businesses

The Issuer is establishing a new business within a competitive industry. Its success will be dependent upon its ability to develop and market its product profitably in the domestic and international marketplaces. Also important will be the Issuer's ability to source and maintain adequate debt financing and/or government assistance to meet the cash flow requirements of its operations.

Cash Flow Deficiencies

The successful operation of the Issuer will be dependent 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 any cash flow available for distribution to the Issuer.

Management by Others

All decisions with respect to the management of the Issuer will be made exclusively by the Board of Directors, subject only to limited protective provisions and voting rights in favour of subscribers required by law. Subscribers will have to rely on the judgment of the Board of Directors in the operation of the Issuer and errors in the Board of Directors' business judgment could have a material adverse effect on the Issuer and its results from operations. The Board of Directors and officers of the Issuer will have no liability for any obligation of the Issuer. The Issuer will be required to indemnify the Board of Directors, the officers, and their respective affiliates for liabilities incurred in connection with the affairs of the Issuer. Such liabilities may be material and have an adverse effect on the returns to the subscribers. The indemnification obligation of the Issuer will be payable from the assets of the Issuer, including funds contributed by the subscribers. Applicable corporate and securities laws may impose liabilities under certain circumstances on persons who do not act in good faith, and nothing herein will waive or limit any rights that a subscriber may have against the Board of Directors under those laws. In addition, to the extent permitted by applicable law, the Issuer is permitted to advance funds for legal expenses and other costs incurred as a result of a legal action against persons entitled to indemnification if such persons agree in writing to repay the advanced funds to the Issuer if it is subsequently determined that such person is not entitled to such indemnification.

Competition

The Issuer operates in a competitive industry and there are other competitors that are further along in its development stage and more established than the Issuer and who may have access to more resources than the Issuer.

If the Issuer is unable to compete it could have a material adverse effect on the Issuer's business. The Issuer cannot be certain that it will successfully compete with its competitors that may have greater financial, sales and technical resources. As a result, the Issuer may need to increase its marketing, advertising and promotional spending to secure market share, which may adversely impact its revenues and ultimately its profitability.

The Issuer may not have the financial resources to increase such spending when necessary to compete.

Continued Brand Recognition

The Issuer believes that developing and then maintaining its brand and being able to expand its User and Client base is critical to its success. The importance of brand recognition may become greater as competitors offer similar services. The Issuer's brand-building activities will involve increasing awareness of its brand, creating and maintaining brand loyalty and increasing the availability of its product offerings. If the brand-building activities are unsuccessful, the Issuer may

never recover the expenses incurred in connection with these efforts, and it may be unable to implement its business strategy and increase its future sales.

Failure to Develop a User Friendly Product that is Adaptable to Changing Preferences

The success of the Issuer's innovation and product development efforts is affected by its ability to anticipate changes in consumer preferences, the technical capability of its product development staff in developing and testing product (application) prototypes, including complying with governmental regulations, and the success of its management and sales team in introducing, selling and marketing the product features. Failure to develop, add new features to and market the product may lead to a decrease in the Issuer's future growth, sales and profitability. Additionally, the development of the product requires substantial research, development and marketing expenditures, which the Issuer may not be able to recoup if the product does not gain widespread market acceptance. If the Issuer is unsuccessful in meeting its objectives with respect to the product, the Issuer's business will be harmed. There can be no assurance of the Issuer's ability to develop a product that is competitive with other similar applications or that it can then later develop a new version of the product that will meet changing consumer preferences and receive widespread acceptance. Failure to develop and successfully market a User-friendly product will have a material adverse impact on the Issuer's financial condition and results of operations.

8.3. Industry Risks

Regulatory Scrutiny

The Issuer may be subject to extensive laws and regulations in respect of the growing and still new area of e-commerce. Changes to any of these laws and regulations could have a significant impact on the Issuer's business. There can be no assurance that the Issuer will be able to cost-effectively comply with any future laws and regulations. Failure by the Issuer to comply with applicable laws and regulations may subject the Issuer to civil or regulatory proceedings, including fines or injunctions, which may have a material adverse effect on the Issuer's financial condition and results of operations.

9. ITEM 9: REPORTING OBLIGATIONS

The Issuer is not a "reporting issuer" as such term is defined in applicable securities legislation and accordingly is not subject to most of the continuous disclosure reporting obligations imposed on reporting issuers by such securities legislation. However, as a Shareholder you will receive audited financial statements at each annual general meeting and the Issuer will deposit copies of the audited financial statements in its corporate records maintained at its records office which are available for inspection by any Shareholders during normal business hours. Further, you will be given notice of, be entitled to attend and vote your Shares at general meetings of the Issuer.

10. ITEM 10: RESALE RESTRICTIONS

10.1. General Statement

Other than Manitoba, 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.

10.2. Restricted Period

Other than Manitoba, unless permitted under Securities Legislation and subject to the preceding paragraph, you cannot trade the securities before the date that is 4 months and a day after the date Issuer becomes a reporting issuer in any province or territory of Canada.

10.3. *Manitoba Resale Restrictions*

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

- (a) the Issuer has filed a prospectus with the securities regulator in Manitoba with respect to the securities you have purchased and the securities regulator in Manitoba has issued a receipt for that prospectus, or
- (b) you have held the securities for at least 12 months

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

11. ITEM 11: PURCHASERS' 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*

For Subscribers Resident in British Columbia

The Securities Act (British Columbia) (the "B.C. Act") provides purchasers resident in the Province of British Columbia (each a "B.C. Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

- a) In particular, section 132.1 of the B.C. Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Shares, a B.C. Purchaser to whom this Offering Memorandum was delivered and who purchases Shares offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, every director of Issuer at the date of the Offering Memorandum and every person who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the B.C. Purchaser elects to exercise a right of rescission against the Issuer, the B.C. Purchaser has no right of action for damages against the Issuer, and provided that:
 - a. an action to enforce such right or rights must not be commenced (i) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of an action other than for rescission, more than the earlier of (A) 180 days after the B.C. Purchaser first had knowledge of the facts giving rise to the cause of action, or (B) 3 years after the date of the transaction that gave rise to the cause of action;

- b. no person will be liable if he, she or it proves that the B.C. Purchaser had knowledge of the misrepresentation;
- c. in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Shares resulting from the misrepresentation; and
- d. in no case will the amount recoverable in any action exceed the price at which the Shares were offered under the Offering Memorandum.

For Subscribers Resident in Alberta

The Securities Act (Alberta) (the "Alberta Act") provides purchasers resident in the Province of Alberta (each an "Alberta Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 204 of the Alberta Act provides that in the event that this Offering Memorandum, together with any amendments hereto, is delivered to an Alberta Purchaser and contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Shares, an Alberta Purchaser to whom this Offering Memorandum was delivered and who purchases Shares offered hereunder (without regard to whether the purchaser relied upon such misrepresentation) has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person or company who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, or alternatively, a right of action against the Issuer for rescission, provided that if the Alberta Purchaser elects to exercise a right of rescission against the Issuer, the Alberta Purchaser has no right of action for damages against the Issuer or other above named person, and provided that:

- a) an action is commenced to enforce such right (i) in the case of an action for rescission, within 180 days after the date the transaction that gave rise to the cause of action or (ii) in the case of any action, other than an action for rescission, the earlier of, (a) 180 days from the date that the Alberta Purchaser first had knowledge of the facts giving rise to the cause of action, or (b) 3 years from the date of the transaction that gave rise to the cause of action.
- b) no person will be liable if he, she or it proves that the Alberta Purchaser had knowledge of the misrepresentation;
- c) in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Shares as a result of the misrepresentation; and
- d) in no case will the amount recoverable in any action exceed the price at which the Shares were sold to the Alberta Purchaser.

For Subscribers Resident in Saskatchewan

The Securities Act (Saskatchewan) (the "Saskatchewan Act") provides purchasers resident in the Province of Saskatchewan (each a "Saskatchewan Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto contains a misrepresentation.

In particular, section 138 of the Saskatchewan Act provides that in the event that this Offering Memorandum together with any amendment hereto is delivered to a Saskatchewan Purchaser of Shares contains a misrepresentation, if it was a misrepresentation at the time of purchase of the Shares, the Saskatchewan Purchaser will be deemed to have relied upon that misrepresentation and has either a right of action for damages against (i) the Issuer, (ii) every promoter and director of the Issuer at the time the Offering Memorandum or amendment thereto was sent or delivered, (iii) every person or company whose consent has been filed respecting the Offering, but only with respect to reports, opinions or

statements that have been made by them, (iv) every person or company that, in addition to the persons or companies mentioned in (i) to (iii), signed the Offering Memorandum or the amendment to the Offering Memorandum; and (v) every person who or company that sells securities on behalf of the Issuer under the Offering Memorandum or amendment to the Offering Memorandum (which liability if found or admitted will be joint and several), or the Saskatchewan Purchaser may elect to exercise a right of rescission against the Issuer and when the Saskatchewan Purchaser so elects, the Saskatchewan Purchaser shall have no right of action for damages.

A Saskatchewan Purchaser will be entitled to enforce the foregoing rights, provided that:

- a) no person or company will be liable where the person or company proves that the Saskatchewan Purchaser purchased the Shares with knowledge of the misrepresentation;
- b) in an action for damages, the person or company is not liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the security from the misrepresentation relied on; and
- c) in no case shall the amount recoverable exceed the price at which the securities were offered to the public.

The Saskatchewan Act also provides that where an individual makes a verbal statement to a prospective purchaser of a security that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the Saskatchewan Purchaser is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of the purchase and has a right of action for damages against that individual, provided that:

- a) no individual is liable if the individual proves that the Saskatchewan Purchaser purchased the securities with knowledge of the misrepresentation;
- b) no individual is liable if the individual can establish that he or she cannot reasonably be expected to have known that his or her statement contained a misrepresentation;
- c) no individual is liable if prior to the purchase of the securities by the Saskatchewan Purchaser, the individual notified the Saskatchewan Purchaser that the individual's statement contained a misrepresentation;
- d) in no case is the amount recoverable to exceed the price at which the securities were offered to the public; and
- e) in an action for damages, the defendant is not liable for all or any portion of the damages that the defendant proves do not represent the depreciation in value of the security resulting from the misrepresentation relied on.

No action shall be commenced to enforce the above Saskatchewan Act rights more than:

- a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
- b) in the case of any action, other than an action for rescission, the earlier of one year after the Saskatchewan Purchaser first had knowledge of the facts giving rise to the cause of action or six years after the date of the transaction that gave rise to the cause of action.

For Subscribers Resident in Manitoba

The Securities Act (Manitoba) (the "Manitoba Act") provides purchasers resident in the Province of Manitoba (each a "Manitoba Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 141.1 of the Manitoba Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Shares, a Manitoba Purchaser to whom this Offering Memorandum was delivered and

who purchases Shares offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the Manitoba Purchaser elects to exercise a right of rescission against the Issuer the Manitoba Purchaser has no right of action for damages against the Issuer or any other person mentioned above, and provided that:

- a) an action to enforce such right or rights must not be commenced (i) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of an action other than for rescission, more than the earlier of (A) 180 days after the Manitoba Purchaser first had knowledge of the facts giving rise to the cause of action, or (B) 2 years after the date of the transaction that gave rise to the cause of action;
- b) no person will be liable if he, she or it proves that the Manitoba Purchaser had knowledge of the misrepresentation;
- c) in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Shares resulting from the misrepresentation; and
- d) in no case will the amount recoverable in any action exceed the price at which the Shares were offered under the Offering Memorandum.

For Subscribers Resident in Ontario

The Securities Act (Ontario) (the "Ontario Act") provides purchasers resident in the Province (each an "Ontario Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages where an Offering Memorandum, together with any amendments thereto contains a misrepresentation.

In particular, section 130.1 of the Ontario Act provides that if this Offering Memorandum contains a misrepresentation, an Ontario Purchaser who purchases Shares offered by this Offering Memorandum during the period of distribution has a right of action for damages against the Issuer or, alternatively, may elect to exercise a right of rescission against the Issuer, without regard to whether the Ontario Purchaser relied on the misrepresentation, provided that if the Ontario Purchaser exercises its right of rescission, it shall not have a right of action for damages against the Issuer, and provided that:

- a) no action shall be commenced to enforce these rights more than (i) in the case of any action for rescission, 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of any action, other than an action for rescission, the earlier of (A) 180 days after the Ontario Purchaser first had knowledge of the fact giving rise to the cause of action, or (B) three years after the date of the transaction that gave rise to the cause of action;
- b) the Issuer will not be liable if it proves that the Ontario Purchaser purchased the Shares with knowledge of the misrepresentation;
- c) in an action for damages, the Issuer will not be liable for all or any portion of the damages that the Issuer proves do not represent the depreciation in value of the Shares as a result of the misrepresentation relied upon; and
- d) in no case will the amount recoverable exceed the price at which the Shares were offered.

For Subscribers Resident in New Brunswick

The Securities Act (New Brunswick) (the "New Brunswick Act") provides purchasers resident in the Province (each a "New Brunswick Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages where an Offering Memorandum, together with any amendments thereto contains a misrepresentation.

In particular, section 150 of the New Brunswick Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Shares, a New Brunswick Purchaser to whom this Offering Memorandum was delivered and who purchases Shares offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the New Brunswick elects to exercise a right of rescission against the Issuer, the New Brunswick Purchaser has no right of action for damages against the Issuer or any other person mentioned above, and provided that:

- a) no action shall be commenced to enforce these rights more than (i) in the case of any action for rescission, 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of any action for damages, the earlier of (A) one year after the New Brunswick Purchaser first had knowledge of the fact giving rise to the cause of action, or (B) six years after the date of the transaction that gave rise to the cause of action;
- b) the Issuer will not be liable if it proves that the New Brunswick Purchaser purchased the Shares with knowledge of the misrepresentation;
- c) in an action for damages, the Issuer will not be liable for all or any portion of the damages that the Issuer proves do not represent the depreciation in value of the Shares as a result of the misrepresentation relied upon; and
- d) in no case will the amount recoverable exceed the price at which the Shares were offered.

Further, an Issuer shall not be liable where it is not receiving any proceeds from the distribution of the Shares being distributed and the misrepresentation was not based on information provided by the Issuer unless the misrepresentation

- (a) was based on information that was previously publicly disclosed by the Issuer,
- (b) was a misrepresentation at the time of its previous public disclosure, and
- (c) was not subsequently publicly corrected or superseded by the Issuer before the completion of the distribution of the Shares being distributed.

For Subscribers Resident in Nova Scotia

The Securities Act (Nova Scotia) (the "Nova Scotia Act") provides purchasers resident in the Province of Manitoba (each a "Nova Scotia Purchaser") with, in addition to any other right they may have at law, rights of rescission or damages, or both, where an offering memorandum, together with any amendments thereto, contains a misrepresentation.

In particular, section 138 of the Nova Scotia Act provides that if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation, and it was a misrepresentation at the time of purchase of the Shares, a Nova Scotia Purchaser to whom this Offering Memorandum was delivered and who purchases Shares offered hereunder shall be deemed to have relied on the misrepresentation and has, subject as hereinafter provided, a right of action against the Issuer, every director of the Issuer at the date of the Offering Memorandum and every person who signed the Offering Memorandum for damages, which liability if found or admitted will be joint and several, and a right of rescission against the Issuer, provided that if the Nova Scotia Purchaser elects to exercise a right of rescission against the Issuer the Nova Scotia Purchaser has no right of action for damages against the Issuer or any other person mentioned above, and provided that:

- a) an action to enforce such right or rights must not be commenced (i) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action, or (ii) in the case of an action other than for rescission, more than the earlier of (A) 180

- days after the Nova Scotia Purchaser first had knowledge of the facts giving rise to the cause of action, or (B) three years after the date of the transaction that gave rise to the cause of action;
- b) no person will be liable if he, she or it proves that the Nova Scotia Purchaser had knowledge of the misrepresentation;
 - c) in the case of an action for damages, no person will be liable for all or any part of the damages that it proves does not represent the depreciation in value of the Shares resulting from the misrepresentation; and
 - d) in no case will the amount recoverable in any action exceed the price at which the Shares were offered under the Offering Memorandum.

General

The rights discussed above are in addition to and without derogation from any other rights the subscriber may have at law. The foregoing summaries are subject to the express provision of the Securities Act (British Columbia), Securities Act (Alberta), Securities Act (Saskatchewan), the Securities Act (Manitoba), the Securities Act (Ontario), the Securities Act (New Brunswick) and the Securities Act (Nova Scotia) as applicable and the rules, regulation and policy statements there under and reference is made thereto or the complete text of such provisions.

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12. ITEM 12: FINANCIAL STATEMENTS

(attached – this page intentionally left blank)

CURIATE TECHNOLOGIES INC.

FINANCIAL STATEMENTS

JUNE 30, 2015

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
Curiate Technologies Inc.

We have audited the accompanying financial statements of Curiate Technologies Inc. which comprise the statement of financial position as at June 30, 2015 and the statements of comprehensive loss, changes in equity, and cash flows for the period from December 9, 2014 to June 30, 2015, and 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.

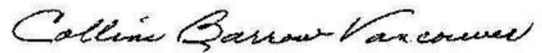
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or 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.

... 2

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Curiate Technologies Inc. as at June 30, 2015, and financial performance, changes in equity and cash flows for the period from December 9, 2014 to June 30, 2015 in accordance with International Financial Reporting Standards.



CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, Canada
August 19, 2015

CURIATE TECHNOLOGIES INC.
(Incorporated under the laws of British Columbia)

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2015

(In Canadian Dollars)

ASSETS

Current assets	
Cash	\$ 234,917
Accounts receivable	<u>2,673</u>
	237,590
Property and equipment (note 6)	<u>9,153</u>
	<u>\$ 246,743</u>

LIABILITIES

Current liabilities	
Accounts payable and accrued liabilities	\$ 19,586
Government remittances payable	2,033
Short-term financing (note 7)	<u>299,967</u>
	<u>321,586</u>

SHAREHOLDERS' DEFICIENCY

Share capital (note 8)	30
Deficit	<u>(74,873)</u>
	<u>(74,843)</u>
	<u>\$ 246,743</u>

Approved by the Director

_____, Director

See accompanying notes to the financial statements.

CURIATE TECHNOLOGIES INC.
STATEMENT OF COMPREHENSIVE LOSS
FOR THE PERIOD FROM DECEMBER 9, 2014 TO JUNE 30, 2015
(In Canadian Dollars)

Revenue	
Other income (note 11(a))	\$ <u>40,000</u>
Expenses	
Advertising and promotion	1,521
Amortization	1,663
Interest and bank charges	98
Membership dues and subscriptions	54
Office	1,575
Professional fees	104,087
Salaries and wages	5,372
Travel	<u>503</u>
	<u>114,873</u>
Net loss and comprehensive loss for the period	<u><u>\$ (74,873)</u></u>

See accompanying notes to the financial statements.

CURIATE TECHNOLOGIES INC.
STATEMENT OF CHANGES IN EQUITY
FOR THE PERIOD FROM DECEMBER 9, 2014 TO JUNE 30, 2015
(In Canadian Dollars)

	Share Capital (Note 8)			
	Number of Shares	Amount	Deficit	Total Deficit
Shares issued in the period	60,000,000	\$ 30	\$ ---	\$ 30
Net loss and total comprehensive loss for the period	---	---	(74,873)	(74,873)
Balance at June 30, 2015	<u>60,000,000</u>	<u>\$ 30</u>	<u>\$ (74,873)</u>	<u>\$ (74,843)</u>

See accompanying notes to the financial statements.

CURIATE TECHNOLOGIES INC.
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM DECEMBER 9, 2014 TO JUNE 30, 2015
(In Canadian Dollars)

Cash from (used in) operating activities	
Net loss for the period	\$ (74,873)
Item not requiring cash	
Amortization	<u>1,663</u>
	(73,210)
Net changes in non-cash working capital balances	
Increase in accounts receivable	(2,673)
Increase in accounts payable and accrued liabilities	19,586
Increase in government remittances payable	<u>2,033</u>
	<u>(54,264)</u>
Cash used in investing activities	
Purchase of property and equipment	<u>(10,816)</u>
Cash from financing activities	
Increase in short-term financing	299,967
Increase in share capital	<u>30</u>
	<u>299,997</u>
Cash, end of the period	<u>\$ 234,917</u>

See accompanying notes to the financial statements.

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2015

(In Canadian Dollars)

1. General

Curiate Technologies Inc. (the "company") was incorporated under the laws of British Columbia on December 9, 2014 and operates from its main place of business at 115 – 887 Great Northern Way, Vancouver, British Columbia. Its main business activity is the development of a content management and social media platform for use with a variety of electronic devices.

The company is in the start-up phase. As a result, the majority of its operations for the current period consist of development and start-up costs.

The company is dependent on its ability to raise funds and there is no assurance that the company will be able to raise the amount of funds required to finance its activities.

2. Statement of compliance

These financial statements have been prepared in accordance and compliance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Interpretation of the International Financial Reporting Interpretations Committee ("IFRIC").

The policies in these financial statements are based on IFRS issued and outstanding as of August 19, 2015.

The financial statements for the period ended June 30, 2015 were approved and authorized for issue by the board of directors on August 19, 2015. These are the company's first financial statements prepared in accordance with IFRS.

3. First-time adoption of IFRS

The financial statements have been prepared using accounting policies specified by those IFRSs that are in effect at June 30, 2015. The significant accounting policies that have been applied in the preparation of these financial statements are summarized in note 4.

These accounting policies have been used throughout the period presented in the financial statements in accordance with the provisions of IFRS 1 First-time adoption of International Financial Reporting Standards.

4. Basis of accounting

a) Basis of measurement and functional currency

The financial statements are presented in Canadian dollars, which is the company's functional currency. The financial statements have been prepared on the historical cost basis except for certain assets, liabilities and financial instruments which are measured at their fair values, as explained in the relevant accounting policies.

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015
(In Canadian Dollars)

4. Basis of accounting - continued

b) Use of estimates and judgements

The preparation of the financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities and the reported amounts of revenue and expenses. Actual results could differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future years affected.

The estimates and judgements that are critical to the determination of the amounts reported in the financial statements relate to the following:

i) Financial instruments

The company estimates and discloses the fair value of financial instruments. When fair value cannot be derived from an active market, it is determined using valuation techniques, namely the discounted cash flow method.

ii) Valuation of non-financial assets

The valuation of non-financial assets such as property and equipment requires estimates relating to the future cash flows and the useful lives of the assets.

5. Significant accounting policies

The following is a summary of the significant accounting policies applied in the preparation of these financial statements. These policies have been consistently applied to the period presented, unless otherwise stated:

a) Financial instruments

At initial recognition, financial instruments are classified in the following categories depending on the purpose for which the instruments were acquired.

Fair value through profit and loss

A financial asset or liability is classified in this category if acquired principally for the purpose of selling or repurchasing in the short-term or if designated to be in this category at inception. Financial instruments in this category are measured at fair value upon initial recognition, with changes in fair value recognized in the statement of comprehensive loss. Cash is classified as "fair value through profit and loss".

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015
(In Canadian Dollars)

5. Significant accounting policies - continued

a) Financial instruments - continued

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at fair value upon initial recognition plus transaction costs. Subsequently, loans and receivables are measured at amortized cost using the effective interest method less a provision for impairment, if necessary. Accounts receivable is classified as "loans and receivables".

Other liabilities

Other liabilities are measured at fair value upon initial recognition, net of any transaction costs incurred. Subsequently, other liabilities are measured at amortized cost using the effective interest method. Other liabilities include accounts payable, government remittances payable and short-term financing.

Share capital

Common shares

The common shares are classified as equity. Incremental costs directly attributable to the issue of shares are recognized as a deduction from equity, net of any tax effects.

b) Property and equipment

Property and equipment are stated at cost less any accumulated depreciation and impairment losses. Cost includes the acquisition cost as well as any costs directly attributable to bringing the asset to the location and condition necessary for its use in operations.

Depreciation is recognized in profit or loss using the declining balance method at the following annual rate:

Computer equipment	- 55%
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Depreciation methods, useful lives and residual values are reviewed at each financial year-end and adjusted if appropriate.

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015
(In Canadian Dollars)

5. Significant accounting policies - continued

c) Impairment

The carrying amount of the company's non-financial assets is reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. An impairment loss in respect of intangible assets is not reversed. In respect to other assets, an impairment loss is only reversed if there is an indication that the impairment loss may no longer exist and there has been a change in estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss had been recognized in previous years.

d) Income tax

Income tax expense comprises current and deferred tax and is recognized in profit or loss. Current tax is the tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. Deferred tax is recognized in respect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the expected tax rates for the year during which the asset will be realized or the liability settled, based on tax rates enacted or substantially enacted. A deferred tax asset is recognized for unused tax losses, and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

e) Government grants

Government grants are recognized initially as deferred income at fair value when there is reasonable assurance that they will be received and the company will comply with the conditions associated with the grant. The grants are then recognized in profit or loss as other income on a systematic basis over the periods in which the company recognizes as expenses the related costs for which the grants are intended to compensate.

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015
(In Canadian Dollars)

5. Significant accounting policies - continued

f) Future accounting pronouncements

IFRS 9 – Financial Instruments was issued in final form in July 2014 by the IASB and will replace IAS 39 – Financial Instruments: Recognition and Measurement. IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. Most of the requirements in IAS 39 for classification and measurement of financial liabilities were carried forward unchanged to IFRS 9. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on or after January 1, 2018. A detailed review will be completed in order to determine if this standard will have a significant impact to the company's financial statements.

6. Property and equipment

Computer equipment

Cost

Acquisitions during the period ended June 30, 2015
and balance at June 30, 2015

\$ 10,816

Accumulated depreciation

Depreciation for 2015 and balance at June 30, 2015

(1,663)

Carrying amount at June 30, 2015

\$ 9,153

7. Short-term financing

During the period, the company applied to the Canada Media Fund ("CMF") and received approval of its budget to develop the company's content management and social media platform. The company entered into a financing agreement with CMF; whereby, CMF will provide partial funding for the development of the company's content management and social media platform while the company will provide the balance of funding.

As outlined in the financing agreement, the company has access to \$374,959 that is subject to the company meeting certain requirements. There is no guarantee the company will be advanced the entire amount available.

The total amount advanced is repayable to CMF when the company meets certain requirements including, but not limited to, the completion of development.

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015
(In Canadian Dollars)

8. Share capital and contributed surplus

The authorized share capital consists of 100,000,000 voting common shares without par value and 20,000,000 non-voting preferred shares without par value.

Issued and outstanding

60,000,000 common shares	\$ <u>30</u>
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Subsequent to the year end, the company issued 833,334 common shares for cash of \$50,000.

9. Capital management

The company's objectives when managing its capital are to:

- a) maintain financial flexibility in order to preserve its ability to meet financial obligations;
- b) maintain a capital structure that provides financing options to the company when the need arises to access capital;
- c) deploy capital to provide an adequate return to its shareholders; and
- d) ensure it has sufficient cash to pay declared dividends to shareholders.

The company manages its capital structure and makes adjustments to it in accordance with the objectives stated above. The company also responds to changes in economic conditions and the risk characteristics of the underlying assets and its working capital requirements. In order to maintain or adjust its capital structure, the company may issue shares, repurchase shares, pay dividends or undertake other activities as deemed appropriate under the specific circumstances.

10. Financial risk management

The company, through its financial assets and liabilities, is exposed to various risks. The following provides an analysis of risks as at June 30, 2015.

a) Credit risk

Credit risk is the risk of loss resulting from the failure of a customer or counterparty to meet its contractual obligations to the company. The carrying amount of financial assets represents the company's estimate of maximum credit exposure. The company's credit risk is primarily attributable to its cash. The company places its cash with institutions of high creditworthiness.

CURIATE TECHNOLOGIES INC.
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015
(In Canadian Dollars)

10. Financial risk management - continued

b) Liquidity risk

Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The company's primary source of liquidity is its cash reserves. The company believes it has sufficient funds available to meet current and foreseeable financial requirements.

11. Other information

a) Other income

During the period, the company received assistance from Creative BC Society for the development of its content management and social media platform.

The company must provide certain deliverables to Creative BC Society in order to retain the assistance and possibly receive further assistance. The company believes that it will meet all these requirements.

b) Income taxes

The company has approximately \$75,000 of non-capital loss carry forwards that begin to expire in 2035 for which no tax benefit has been recognized.

13. ITEM 13: DATE AND CERTIFICATE

(attached – this page intentionally left blank)

Certificate of Issuer

DATED October 26, 2015

This Offering Memorandum does not contain a misrepresentation.

Curiate Technologies Inc.

\\ "Jennifer Chen "

Per: Jennifer Chen
President and Chief Executive
Officer, Director

\\ "Darren Stone"

Per: Darren Stone
Chief Technical Officer, Director

APPENDIX 1 - SHAREHOLDERS' AGREEMENT
(attached – this page intentionally left blank)

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS AGREEMENT dated for reference as of the 15th day of April, 2015, as amended on October 23, 2015.

BETWEEN:

Curiate Technologies Inc., a company incorporated under the laws of British Columbia and having an office located at suite 115 - 887 Great Northern Way, Vancouver, British Columbia, Canada V5T 4T5 (the "**Company**")

AND:

Each of the undersigned holders of the Company's common shares

AND:

Each shareholder who becomes a party to this Agreement by signing an Accession Agreement in the form set forth in Schedule "B".

(each a "**Shareholder**", and collectively, the "**Shareholders**")

BACKGROUND:

- A. The Company owns, develops and markets a content management platform that enables viewers to "shop-the-show" and by doing so, provides TV networks and digital media providers with a new advertising property and increased viewer engagement.
- B. The Shareholders wish to establish their respective rights and obligations in respect of the conduct of the affairs of the Company and the Subsidiaries, the holding and sale of their respective securities, and certain other matters.

NOW THEREFORE, this Agreement witnesses that in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. Unless as otherwise defined elsewhere in this Agreement, in this Agreement (including the recitals) the following words and terms have the meaning set out below:

- (a) "**Accession Agreement**" means an agreement in the form set out in Schedule "B" pursuant to which a Person may become a party to this Agreement;
- (b) "**Act**" means the *Business Corporations Act* (British Columbia), as amended, substituted or succeeded from time to time;
- (c) "**Affiliate**" means, (i) with respect to any entity, any Person that is directly or indirectly Controlled by such entity; (ii) with respect to an entity that is a corporation, any Person that is directly or indirectly Controlled by such entity or that Controls is or is under common Control with such corporate entity; and (iii) if a partnership or limited partnership, any partner of the partnership or

any corporation which Controls that partner and any corporation which is directly or indirectly Controlled by a corporation that Controls that partner;

- (d) **"Agreement"** means this Shareholders' Agreement, as amended from time to time;
- (e) **"Arm's Length"** has the meaning attributed to it in the *Income Tax Act* (Canada);
- (f) **"Associate"** means, in respect of a relationship with a Person: (i) a body corporate or undertaking of which that person beneficially owns or controls, directly or indirectly, shares or securities currently convertible into shares carrying more than 10% of the voting rights under all circumstances or by reason of the occurrence of an event that has occurred and is continuing, or a currently exercisable option or right to purchase such shares or such convertible securities; (ii) a partner of that Person acting on behalf of the partnership of which they are partners; (iii) a trust or estate in which that Person has a substantial beneficial interest or in respect of which that person serves as a trustee or liquidator of the succession or in a similar capacity; (iv) a spouse of that Person or an individual who is cohabiting with that Person in a conjugal relationship, having so cohabited for a period of at least one year; (v) a child of that Person or of the spouse or individual referred to in paragraph (iv); and (vi) a relative of that Person or of the spouse or individual referred to in paragraph (iv), if that relative has the same residence as that Person;
- (g) **"Board"** means the board of directors of the Company or as constituted from time to time;
- (h) **"Common Shares"** means the common shares in the capital of the Company;
- (i) **"Constituting Documents"** means the Articles and Notice of Articles of the Company and any bylaw adopted by the Company from time to time;
- (j) **"Control"** means, in relation to a company: (i) the right to cast a majority of the votes which may be cast at a general meeting of that company; or (ii) the right to elect or appoint, directly or indirectly, a majority of the directors of that company;
- (k) **"Directors"** means the persons who are, from time to time, elected or appointed directors of the Company and a **"Director"** means any one of them;
- (l) **"Equity Securities"** means, (i) all Shares and other securities of the Company that carry the residual right to participate in the earnings of the Company and, on liquidation, dissolution or winding-up, in the assets of the Company, whether or not any such Share or security carries voting rights; (ii) any warrants, options or rights entitling the holders thereof to purchase or acquire any such securities; or (iii) any securities issued by the Company which are convertible or exchangeable into such securities;
- (m) **"Founders"** means Jennifer Chen Family Trust No. 1 (or her respective successors or permitted assigns) and Darren Stone Family Trust No. 1 (or his respective successors or permitted assigns), provided that if either party ceases to be a party to this Agreement without a successor or assignee, then **"Founders"** means the remaining parties or party alone;
- (n) **"Fully Converted Basis"** at any time means that all Shares then outstanding which are convertible or exchangeable into Common Shares (directly or indirectly through exchange into securities which are themselves convertible into Common Shares) shall be deemed to have been fully converted and exchanged into Common Shares, in accordance with the special rights and restrictions attached thereto, and Common Shares issuable as a result thereof shall be deemed to have been issued and to form part of the holdings of the Person(s) entitled to receive such Common Shares;

- (o) **"Independent Director"** means a Person who (i) is not an employee of, nor a consultant to, the Company or related to any such Person; (ii) is not an employee of, nor a consultant to, or related to any shareholder of the Company; (iii) has significant knowledge of the industry in which the Company operates or the digital media industry; and (iv) has sufficient stature in the business community to reasonably be considered to have the ability to benefit the Company as a Director;
- (p) **"Insolvency Event"** means the winding-up or liquidation of a company, the institution of proceedings to be adjudicated as bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) or any analogous laws, the consenting to the institution of such proceedings, the consenting to the filing of any petition under the *Bankruptcy and Insolvency Act* (Canada) or to the appointment of a receiver or receiver-manager, the making of a general assignment for the benefit of creditors, the filing of a proposal to settle payment of creditors' liabilities under the *Companies' Creditors Arrangement Act*, the admission in writing of insolvency, the taking of any action in furtherance of any of the above, the passing of a resolution by a company for its winding-up or the dissolution pursuant to the Act or any similar provision enacted in substitution therefor;
- (q) **"IPO"** means the Company's first underwritten public offering of its Shares pursuant to a registration statement that has been declared effective under the United States *Securities Act* of 1933 or a prospectus filed under applicable Canadian securities laws in respect of which a (final) receipt has been obtained, accompanied by the listing of the Shares on the Toronto Stock Exchange and/or the Nasdaq National Market and/or the New York Stock Exchange and/or any other stock exchange or market approved in writing by the Board;
- (r) **"Non-Founders Common Shares"** means the issued Common Shares of the Company which are not held by the Founders or any of their respective Affiliates, if applicable;
- (s) **"Original Purchase Price"** means, with respect to each Common Share, the purchase price paid to the Company for the Common Share by the Shareholder;
- (t) **"Person"** means any individual, company, partnership, trustee, trust or unincorporated association, joint venture, syndicate, sole proprietorship, executor, administrator, or other legal representatives, regulatory body, or agency, government, governmental agency, authority or entity, however designated or constituted;
- (u) **"Sale"** means (A) the acquisition of more than fifty percent (50%) of the Common Shares of the Company by means of any transaction or series of related transactions (including without limitation, any and all reorganizations, mergers, consolidations, statutory share exchanges or similar transactions), or (B) a sale of all or substantially all of the assets of the Company by means of any transaction or series of related transactions;
- (v) **"Shareholder"** means the Person who holds Equity Securities and who is party to this Agreement or any Person who has agreed to become bound by this Agreement by signing an Accession Agreement and in each case, their respective heirs, executors, administrators, successors and permitted assigns and **"Shareholders"** means any one or more of them;
- (w) **"Shareholder Loan"** means the amount of funds loaned to the Company by a Shareholder from time to time, the initial amount of which is set out in Schedule "A";
- (x) **"Shares"** means shares of any class in the capital of the Company;
- (y) **"Stock Option Plan"** means any stock option plan, stock purchase plan or equity incentive plan adopted by the Company from time to time;

- (z) **"Subsidiaries"** means new corporate entities that are subsidiaries of the Company and **"Subsidiary"** means any one of them; and
- (aa) **"Transfer"** includes any sale, exchange, transfer, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of a security interest or other arrangement by which possession, legal title or beneficial ownership of passes from one Person to another, or to the same Person in a different capacity, whether or not voluntarily and whether or not for value, and any agreement to effect any of the foregoing; and the words **"Transferred"**, **"Transferring"** and similar words have corresponding meanings.

1.2 **Certain Rules and Interpretation.**

- (a) Accounting Terminology. All accounting terms not expressly defined in this Agreement shall have the respective meanings generally ascribed to them in accordance with generally accepted accounting principles in Canada.
- (b) Meaning of Pro Rata. Unless the context otherwise requires, all rights, obligations or other matters which are, under the terms of this Agreement, to be determined on a proportionate or pro rata basis shall be determined on a basis which is pro rata or proportionate to the total number of Shares of the Company issued and outstanding as of the date of such determination.
- (c) Gender, Plural and Singular. In this Agreement reference to something in the masculine form includes the feminine and neuter forms and reference to the singular includes the plural and vice versa and modifications to the provisions of this Agreement may be made as the context requires.
- (d) Interpretation. In this Agreement words like **"herein"**, **"hereof"**, **"hereunder"** and other similar words refer to this Agreement as a whole and should not be limited to the particular Section or part in which those words appear. All references to Section numbers refer, unless expressly stated otherwise, to the Sections in this Agreement having those numbers.
- (e) Inclusive Language. The word **"including"**, when followed by any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.
- (f) Headings. The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- (g) Schedules. The Schedules attached to this Agreement shall form an integral part of this Agreement.

ARTICLE 2 **AGREEMENT ON CORPORATE MATTERS**

2.1 Shareholders to Act in Support. Each Shareholder agrees to vote its Shares and act as a shareholder of the Company to fulfil the provisions of this Agreement and in all other respects to comply with and use all reasonable efforts to cause the Company to comply with this Agreement, and to the extent, if any, permitted by law shall cause its respective nominee director to comply with this Agreement.

2.2 Compliance by Company. The Company undertakes to carry out and be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

2.3 Conflict with Constating Documents. To the extent permitted by the Act, in the event of any conflict between the provisions of this Agreement and the provisions of the Constating Documents, the provisions of this Agreement shall prevail, and the Shareholders shall vote their Shares to amend the Constating Documents so as to ensure conformity with the terms of this Agreement.

2.4 Ceasing to be a Party. Except as otherwise specifically provided herein, if a Shareholder no longer holds any Equity Securities and is owed no monies by the Company, then from that point forward that Shareholder shall be deemed to no longer be a party to this Agreement; provided however that where such Shareholder disposed of his Equity Securities in compliance with the provisions of this Agreement the Shareholder shall be entitled to the benefit of and be bound by the rights and obligations set forth in this Agreement in respect of matters occurring prior to such disposition.

2.5 Shareholder Representations & Warranties. Each Shareholder represents and warrants to each other Shareholder and the Company that as of the date of this Agreement or the date of Accession Agreement under which the Shareholder became a party to this Agreement:

- (a) In the case of a Shareholder which is not a trust, the Shareholder is the registered and beneficial owner of the Shares shown beside the Shareholder's name in Schedule "A" (or on the Accession Agreement under which the Shareholder became party to this Agreement) free and clear of any mortgage, lien or encumbrance or security interest, and the Shareholder is not subject to any agreement under which any mortgage, encumbrance, lien or security interest may be created upon any of the Shareholder's Shares.
- (b) In the case of a trust, the Shareholder is the trustee of the trust and the trust is the registered owner of the Shares shown beside the trust's name in Schedule "A" (or on the Accession Agreement under which the trust became party to this Agreement) free and clear of any mortgage, lien or encumbrance or security interest, and neither the trust, the trustee nor the beneficiaries of the trust are subject to any agreement under which any mortgage, encumbrance, lien or security interest may be created upon any of the Shareholder's Shares or any interest therein.
- (c) The Shareholder is not in a relationship in respect of which a triggering event under Section 56 of the *Family Relations Act* (British Columbia), or any applicable similar legislation in any other jurisdictions) has occurred.
- (d) The Shareholder is not in any way subject or party to any unsatisfied judgments, consent decrees, injunctions, litigation, proceedings, actions or claims (and to the best of the knowledge of the Shareholder no such matters are pending or threatened against the Shareholder) which could result in a judgment against the Shareholder leading to the impairment or loss of the Shareholder's title to or interest in the Shares.
- (e) The Shareholder is not violating, contravening, breaching, or creating a default under any law, statute, regulation, order, judgment, or decree applicable to the Shareholder by becoming party to this Agreement or performing the provisions hereof.
- (f) If the Shareholder is not an individual, the Shareholder is duly created and is validly existing under the laws of the jurisdiction of its creation and has the legal power and capacity to own its assets and enter into and perform its obligations pursuant to this Agreement.

2.6 Existing Shareholder Capital and Loan Contributions. As of the date hereof, the Equity Securities and Shareholder's Loans of each of the Shareholders are set out in Schedule "A".

2.7 Confidentiality. No party shall, at any time or under any circumstances, without the consent of the Company, directly or indirectly disclose to any Person (other than the party's employees, agents, advisors and representatives who need to know) or make use of, any confidential knowledge or information howsoever acquired

by such party, including as a result of various disclosures or information provided by other Shareholders or by the Company pursuant to this Agreement, including through attendance at a Shareholders' meeting, through a visit to the Company's premises or through various notices or offers pursuant to Articles 4 and 5 below, relating to or concerning the customers, products, technology, trade secrets, systems or operations, or confidential information regarding the property, business and affairs of the Company (collectively, "**Information**"), except for:

- (a) Information that becomes generally known in the industry to which the business of the Company is related other than through a breach of this Agreement;
- (b) Information that is lawfully obtained from a third party without breach of this Agreement by the receiving party;
- (c) Information that is reasonably required to be disclosed by a party to protect its interests in connection with any proposed Transfer of Shares that is pursuant to or subject to this Agreement provided that the recipient of the Information has agreed to maintain the confidentiality of the Information on terms no less favourable than those set out in this Section 2.7; or
- (d) Information that is required to be disclosed by law or by the applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange, provided that the party gives the Company prompt written notice of the compelled disclosure and cooperates with the Company, at the Company's expense, in seeking a protective order or any other protections available to limit the disclosure of the Information.

If a party ceases to be a party to this Agreement, then the party shall use all reasonable efforts to ensure all Information and all copies thereof are either destroyed or returned to the Company if the Company so requests, and shall not, directly or indirectly, use for the party's own purposes, any Information discovered or acquired by the party or the party's advisors. The party's obligations in this Section 2.7 shall survive the termination of this Agreement and/or the party ceasing to be a party to this Agreement. Further the party's obligation in this Section 2.7 shall be in addition to and not in derogation of any other obligation of confidentiality owed to the Company by those parties who are employees of or consultants to the Company.

2.8 Specific Performance. The parties acknowledge that disclosure of any Information in contravention of Section 2.7 may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of Section 2.7. Accordingly, the parties acknowledge that the Company is entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. The parties covenant not to assert any defence in proceedings regarding the granting of an injunction or specific performance based on the availability to the Company of any remedy.

ARTICLE 3

MANAGEMENT OF AFFAIRS OF THE COMPANY AND INFORMATION

3.1 Board. Subject to Section 3.2, the Shareholders will vote their Shares at all meetings of the shareholders of the Company at which they are represented so that the Board will be comprised of a minimum of one (1) director and a maximum of five (5) Directors, and until the earlier date on which Jennifer Chen, no longer holds any Shares or this Agreement is terminated, to nominate and elect Jennifer Chen or her nominee as a Director and to nominate and elect each other Director as may be designated from time to time by Jennifer Chen.

3.2 Removal of Director. If any nominee fails to vote or act as a Director to carry out the provisions of this Agreement, then the Shareholders shall, within three days exercise their right as shareholders of the Company and in accordance with the Constatng Documents and the Act to vote in favour of a resolution to remove that nominee from the Board. Failure to attend at three consecutive meetings of the Board shall be deemed as a failure to vote and act as a Director to carry out the provisions of this Agreement, and shall constitute grounds for removal in

accordance with Section 3.2. No Director who has been removed from the Board pursuant to this Section 3.2 is eligible to be re-nominated as a Director or reappointed as an alternate Director.

3.3 Indemnity for Directors and Others. Subject to the limitations set forth in the Act or otherwise at law, and in addition to any existing provisions which may be contained in the Constatng Documents, the Company shall to the fullest extent possible, indemnify any Director or officer of the Company, a former Director or officer of the Company, and his heirs and other personal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by such Person, including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which such Person was made a party by reason of being or having been a director, or officer of the Company and any costs related thereto, including legal costs and disbursements on a solicitor and his own client basis, if:

- (a) he or she has acted honestly and in good faith with a view to the best interests of the Company; and
- (b) in the case of any criminal or administrative action or proceeding, he or she has reasonable grounds for believing that his or her conduct was lawful.

Nothing in this Section 3.3 shall limit the right of any person entitled to claim any indemnity apart from the provisions of this Section. If under applicable law, any payment by the Company under such indemnity requires the approval of any court, then the Company, at its own expense, shall promptly take all necessary proceedings to obtain such approval.

3.4 Matters Requiring Board Approval. Subject to the requirements under the Act, the following matters shall only be carried out by the Company's management team with the approval of the Board:

- (a) altering, changing or amending the Articles or Notice of Articles of the Company;
- (b) any single or series of related expenditures in excess of \$50,000 (Fifty thousand dollars) where such expenditures are not set out in an operating expenditure budget of the Company approved by the Board;
- (c) the hiring of any employee or the engagement of any contractor at the vice-president level (or equivalent) or higher or whose compensation exceeds \$180,000 (One hundred and eighty thousand dollars) per annum;
- (d) carry on any business other than the existing business or change in any material aspect of the business of the Company or the manner in which the same is carried on;
- (e) incorporate, create, or acquire any entity that would be an affiliate or a Subsidiary;
- (f) purchase for cancellation, redeem or acquire any securities, securities convertible or exchangeable into or exercisable for any securities of the Company or make a declaration or payment of dividends or distribute any surplus on earnings on any Shares of the Company, unless:
 - (i) required under the rights, privileges, restrictions and conditions attached to Shares as at the date of this Agreement;
 - (ii) pursuant to a pre-existing agreement providing for the repurchase of any Equity Securities upon termination of services, including, without limitation; or
 - (iii) authorized pursuant to the terms of the Stock Option Plan approved by the Board;
- (g) permitting the Transfer of Shares other than in accordance with the terms of this Agreement;

- (h) the sale, lease, exchange, mortgage or other disposition by the Company of any copyrights, patents, trade-marks, trade secrets, processes, licences, distribution rights or other industrial or intellectual property right outside of the ordinary course of the Company's business;
- (i) any acquisition of or agreement by the Company to acquire any capital asset, any lease or agreement to lease of real or personal property or any acquisition or agreement to acquire property by way of conditional sale agreement or purchase money security interest, (i) having a value in excess, in aggregate, of 10% of the operating budget in any fiscal year and which is not provided for in the capital budget, or (ii) which do not relate directly to the Company's business;
- (j) any change in salaries, bonuses, fees, benefits or any other payments to key management at the highest level of the Company's compensation structure in excess of 20% per annum;
- (k) the establishment or amendment of any Stock Option Plan involving directly or indirectly the issuance or the commitment to issue shares in the capital of the Company to Directors, officers, consultants or employees whether directly or by the exercise of an option, warrant or right or by the conversion of some other security;
- (l) any contract, agreement or other transaction with, or any obligation or liability to, any Shareholder or any Person not at Arm's Length with such Shareholder which directly or indirectly provides to such Shareholder or Person any benefit or advantage greater than fair market value;
- (m) the incurrence (whether absolutely or contingently) of indebtedness (whether directly or by financing lease or other indirect financing arrangements) in respect of any transaction or series of transactions, other than as contemplated by an approved and current capital and operating budget for the Company;
- (n) the lending of money by the Company or the incurrence of any guarantee or indemnity obligations thereby;
- (o) borrowing by the Company in excess of \$25,000 (Twenty-five thousand dollars) or grant security over any of assets of the Company or incur debt in excess of \$25,000 (Twenty-five thousand dollars);
- (p) amalgamation, consolidation, merger or entering into an agreement to amalgamate, consolidate or merge the Company or its Subsidiaries with any Person which has the effect, directly or indirectly, of Transferring Control of the Company or the Company's assets to another Person;
- (q) entering into a non-Arm's-Length transaction;
- (r) repayment of any shareholder loans; or
- (s) entering into any agreement to effect the matters set forth in this Section 3.4.

3.5 Board Approval of Major Matters undertaken by Subsidiaries. The Company will ensure that any of its Subsidiaries only undertake or proceed with the kind of transactions referred to in Section 3.4 (as adjusted to relate to similar actions of such Subsidiary) with the prior approval of the Board.

3.6 Preserving Proprietary Rights/Confidentiality. The Company covenants and agrees that it will use its best efforts to cause all:

- (a) Proprietary Rights - employees of the Company and all consultants engaged by the Company to assign to the Company and waive all rights to any and all patents, trademarks, copyrights, inventions and other intellectual property arising out of the work of such employees or consultants performed on behalf of the Company or arising out of the use of funds, materials or facilities of the Company; and
- (b) Confidentiality - employees of the Company and all consultants engaged by the Company having confidential knowledge of the intellectual property of the Company to sign appropriate confidentiality agreements with the Company.

3.7 Information Rights. The Company shall prepare and deliver to each Shareholder within a reasonable time after the end of each financial year, unaudited financial statements of the Company, including consolidated balance sheets of the Company, if any, as at the end of such financial year, and consolidated statements of income, retained earnings and changes in cash flow of the Company, if any, for such year, setting forth in each case in comparative form the corresponding figures for the previous financial year, all prepared in accordance with generally accepted accounting principles in Canada.

ARTICLE 4 SHARE TRANSFERS

4.1 Restriction on Change of Control of Corporate Shareholders. No Shareholder, if such Shareholder is a corporation, may enter into any transaction or series of transactions that results in a Change of Control of such Shareholder, without the prior written consent of the Board which may be withheld in its sole discretion.

4.2 Restriction on Transfer of Shares. Subject to Section 4.5 no Shareholder shall Transfer, either directly or indirectly, any or all of its Shares to any Person, whether a Shareholder or not, except as otherwise provided for in this Agreement.

4.3 Right of First Refusal. Subject to Section 4.5 (Permitted Transferee), before a Shareholder may Transfer any Shares, the Shareholder (the "Offeror") must comply with the following provisions:

- (a) The Offeror desiring to Transfer any or all of its Shares (the "**Offered Shares**") shall give written notice to the Company (the "**Transfer Notice**") specifying the number of Offered Shares, the price, in lawful money of Canada, for the Offered Shares, and the terms of payment upon which the Offeror is prepared to Transfer the Offered Shares. The Transfer Notice shall appoint the Company as the agent of the Offeror for the sale of the Offered Shares to the other Shareholders (the "**Other Offerees**") at the price and upon the terms of payment specified in the Transfer Notice. The Transfer Notice shall also state whether the Offeror has received an offer to purchase (the "**Third Party Offer**") the Offered Shares, or any of them, from, or proposes to sell the Offered Shares, or any of them, to, any particular Person or Persons who are not Shareholders and, if so, the names and addresses of those persons shall be specified in the Transfer Notice.
- (b) The Company shall have the first right to accept the offer and purchase all or a portion of the Offered Shares from the Offeror. The Company shall have 14 days (the "**Company Acceptance Period**") after receipt of the Transfer Notice to give the Offeror written notice (the "**Company Notice**") that it accepts the offer and agrees to purchase all or a portion of the Offered Shares and deliver a copy of the Company Notice to each of the Other Offerees.
- (c) If, upon the expiration of the Company Acceptance Period, the Company has not delivered a Company Notice or has delivered a Company Notice which provides for the purchase of only a portion of the Offered Shares, then the Company shall forthwith transmit a copy of the Transfer Notice to each of the Other Offerees and shall request that each such Other Offerees state in

writing, within 7 days from the date that the Transfer Notice is transmitted to the Other Offerees, whether it is willing to purchase any of the remaining Offered Shares (the “**Remaining Offered Shares**”) and, if so, the maximum number it is willing to purchase.

- (d) Upon the expiration of the 7-day notice period provided for in subsection 4.3(c) above, if the Company has received from the Other Offerees entitled to receive the Transfer Notice sufficient acceptances to purchase all the Remaining Offered Shares, the Company shall thereupon apportion the Remaining Offered Shares among the Other Offerees so accepting pro rata in proportion to the number of Shares held by each of them respectively up to the number of Offered Shares accepted by each of them respectively. If the Company did not receive sufficient acceptances to purchase all of the Remaining Offered Shares, the Company may apportion the Remaining Offered Shares among the Other Offerees accepting pro rata in proportion to the number of Shares held by each of them respectively, up to the number of the Remaining Offered Shares accepted by each of them respectively.
- (e) After an apportionment has been made pursuant to subsection 4.3(d) and upon payment of the price for the Offered Shares apportioned, the Offeror shall be bound to Transfer those Shares in accordance with that apportionment and, if the Offeror fails to do so, the Company shall cause the name of the purchasing Other Offerees to be entered in the register of shareholders of the Company as the holders of those Shares and shall cancel the share certificates previously issued to the Offeror representing those Shares, whether they have been produced to the Company or not. Payment to the Company, as agent for the Offeror, of the Purchase Price shall be sufficient payment by the purchasing Other Offerees, and entry of the Transfer in the register of shareholders of the Company shall be conclusive evidence of the validity of the Transfer. Upon completion of the Transfer, the Company shall pay the Purchase Price to the Offeror.
- (f) If, after compliance with the provisions of Sections 4.3(a) to 4.3(e) above, there are any Offered Shares which are not to be purchased by either the Company or the Other Offerees (the “**Residual Shares**”), then the Offeror will have the option to Transfer all, but not less than all, of the Residual Shares to any Person, provided that the Offeror shall not sell any of the Offered Shares at a price less than that specified in the Transfer Notice or on terms more favourable to the purchaser than those specified in the Transfer Notice and the transfer of the Residual Shares or any of them takes place within 90 days from the expiration of the 7-day notice period as provided for in subsection 4.3(c) above.

4.4 Drag Along Rights.

- (a) Notwithstanding any other provision of this Agreement, if:
 - (i) Shareholders holding at least 65% of the issued Common Shares in the aggregate (the “Selling Shareholders”) have entered into an agreement (a “Third Party Agreement”) to Transfer their Common Shares to a Person or Persons acting in concert (the “Purchaser”) pursuant to a bona fide arms-length offer made by the Purchaser to purchase all of the Equity Securities of the Company and such offer is conditional upon the sale of all remaining Common Shares of the Company held by the other Shareholders (the “Other Shareholders”) to the Purchaser; and
 - (ii) the Purchaser offers to each of the Other Shareholders to purchase the remaining Common Shares (the “Remaining Shares”) on equivalent terms and conditions, mutatis mutandis, as those agreed to by the Selling Shareholders, and all of which terms and conditions are set out in writing and delivered, no fewer than 14 days prior to the scheduled closing date for the transaction contemplated by the Third Party Agreement, to

the Other Shareholders (the "Drag Along Offer") together with a copy of the Third Party Agreement

then the Other Shareholders will be required to sell all of the Remaining Shares to the Purchaser in accordance with the terms and conditions of the Drag Along Offer. Each Shareholder agrees to participate fully in any such purchase and to vote in favour of any such transaction or series of transactions and all actions required in connection therewith, including any required amendment to the constating documents of the Company. To the extent permitted by law, each Shareholder hereby waives any statutory right of dissent and/or appraisal remedy to which it would otherwise be entitled in connection with any transaction contemplated in this Section.

- (b) If any of the Other Shareholders fail to sell their Remaining Shares to the Purchaser in accordance with the terms and conditions of the Drag Along Offer (the "Delinquent Shareholders"), the Purchaser will have the right to deposit the applicable purchase price for those Remaining Shares of the Delinquent Shareholders in a special account at any financial institution in Canada, to be paid proportionately with interest, to the respective Delinquent Shareholders upon presentation and surrender to such financial institution of the certificates or documents representing such Delinquent Shareholders' Remaining Shares duly endorsed for transfer to the Purchaser. Upon such deposit being made, the Remaining Shares in respect of which the deposit was made will hereby automatically (without any further action of any kind on the part of the Delinquent Shareholders or the Purchaser) be transferred to and purchased by the Purchaser and will be transferred on the books of the Company to the Purchaser and the rights of the Delinquent Shareholders in respect of those Remaining Shares after such deposit will hereby be limited to receiving, with interest, their respective portion of the total amount so deposited against presentation and surrender of the certificates or documents representing their respective Remaining Shares duly endorsed for transfer to the Purchase.
- (c) Exception to Drag Along Obligations. Notwithstanding Sections 4.4 (a) and (b), no Other Shareholder will be obligated to tender its Remaining Shares in a Drag Along Offer, unless each of the following conditions is satisfied:
 - (i) any liability of the Other Shareholders to indemnify the Purchaser, including, without limitation, for breach of any representation or warranty made by the Company or made by that Other Shareholder will be several and not joint and several and will not exceed the portion of the aggregate purchase price actually paid to such Other Shareholder;
 - (ii) the only representations, warranties and covenants required to be made by such Other Shareholder in connection with the Drag Along Offer are representations and warranties relating to its ownership of the Remaining Shares and its ability to convey title thereto, free and clear of liens, encumbrances and adverse claims, and reasonable covenants regarding confidentiality and publicity;
 - (iii) upon closing of the transaction contemplated by the Third Party Agreement, all of the Common Shares shall be sold to the Purchaser at the same price per Common Share and on the same terms and conditions;
 - (iv) the purchase price for their Common Shares pursuant to the Third Party Agreement constitutes all of the consideration that the Selling Shareholders are receiving for the sale of their Common Shares and any collateral benefit of any kind (including, without limitation, any employment compensation arrangement, severance arrangement or other employment benefit arrangement) to be received by any of the Selling Shareholders has been fully disclosed in the Third Party Agreement;

- (v) no Other Shareholder will be required to make any out of pocket expenditures prior to the consummation of the Drag Along Offer (excluding modest expenditures for postage, copies, etc.), and, in any event, no Other Shareholder will be obligated to pay any expenses incurred in connection with a consummated Drag Along Offer, except indirectly to the extent such costs are incurred for the benefit of all of the Shareholders of the Company and are paid by the Company or by the Purchaser or out of the proceeds of the transaction. Costs incurred by or on behalf of an Other Shareholder for its sole benefit will not be considered costs of the transaction under this Section; and
- (vi) no Shareholder shall be required to amend, extend or terminate any contractual or other relationship with the Company, the Purchaser or their respective Affiliates.

4.5

Securities:

Permitted Transfers. Subsections 4.2 and 4.3, do not apply to the following Transfers of Equity

- (a) Transfer to Affiliates - Any Shareholder may Transfer or otherwise dispose of all or any part of its Shares to an Affiliate controlled by such Shareholder provided that, prior to any such Transfer, the Shareholder and the Affiliate enter into an agreement with the other parties to this Agreement, in form and content acceptable to such parties, which provides that:
 - (i) the Affiliate will remain an Affiliate of the Shareholder for so long as the Affiliate holds the Shares;
 - (ii) prior to the Affiliate ceasing to be an Affiliate of the Shareholder, the Affiliate will Transfer its Shares to the Shareholder or to another Affiliate of the Shareholder, and that such other Affiliate will enter into an agreement similar to this Agreement with the other Shareholders and the Company;
 - (iii) the Affiliate will otherwise be bound by and have the benefit of the provisions of this Agreement; and
 - (iv) the obligations of the original Shareholder hereunder shall not in any way be released and shall continue in full force and effect.
- (b) Transfer to Family Trust, Spouse, Child or Registered Retirement Savings Plan - Any Shareholder may Transfer or otherwise dispose of all or any part of its Shares to a Family Trust, spouse, child or a registered retirement savings plan or tax-free saving plan or any similar plan of the Shareholder, provided that prior to any such Transfer, the Shareholder and the Family Trust, the spouse or child of the Shareholder, or the trustee of the Shareholder's registered retirement savings plan enter into an agreement with the other parties to this Agreement, which provides that:
 - (i) the transferee(s) will be bound by and have the benefit of the provisions of this Agreement; and
 - (ii) the obligations of the original Shareholder hereunder shall not in any way be released and shall continue in full force and effect.
- (c) Death - Any Shareholder may Transfer or otherwise dispose of all or any part of its Shares upon the death of a Shareholder, in which case that Shareholder's Shares may be Transferred in accordance with a probated will of the deceased or by operation of laws for the administration of estates upon intestacy, provided that each such transferee enters into an agreement under which the transferee becomes party to and bound by this Agreement.

- (d) Redemptions, Retractions etc. - Any Transfer of Shares made in accordance with the special rights and restrictions attached to Shares (including the drag-along provision set forth above) or a Transfer of Equity Securities under a repurchase of Equity Securities by the Company itself.
- (e) Approval by the Board. – Any Person or Persons approved by the Board.

4.6 Founders Subordination. Notwithstanding anything to the contrary, if prior to an IPO, the Company undergoes a Sale and:

- (a) The Founders hold at least 50% of the issued Common Shares in the aggregate at the time of the Sale;
- (b) The Sale results in the Common Shares being valued at 50% or less of the then fair market value (as defined below) of the Common Shares;
- (c) The Shareholders holding at least 50% of the issued Non Founders Common Shares in the aggregate vote against the Sale; and
- (d) the aggregate proceeds from such Sale that are payable to each Shareholder for his or her Common Shares is less than the Original Purchase Price paid by that Shareholder (as computed, the “Shareholder Deficit”),

then each of the Founders shall forfeit and subordinate to such Shareholder, such portion of their proceeds that is in excess of the Founders respective aggregate Original Purchase Price (the “Excess Amount”), to the extent equal to 75% of such Shareholder Deficit or, if the Excess Amount is less than 75% of the Shareholder Deficit in the aggregate then the Excess Amount will be subordinated to the Shareholders holding such Shareholder Deficit on a pro-rata basis.

“Fair market value” for the purposes of this Section 4.6 means the subscription price obtained for each Common Share at the last offering of Common Shares made by the Company closest to the date of the Sale.

4.7 Waiver of Rights. Notwithstanding any other provision of this Article 4, any Shareholder may waive his rights with respect to any provision contained in Article 4 by notice in writing to the Company. Additionally, in the event that Shareholders holding not less than 65% of the issued Common Shares in the aggregate held by all Shareholders who are subject to this Agreement elect to waive their rights with respect to any particular offer or right given under Section 4.3 by notice in writing to the Company and all other non-waiving Shareholders, then such waiver shall be binding upon all of the Shareholders.

4.8 Recognition of Transfers. The Company will not recognize any Transfers of Shares made in violation of this Agreement.

ARTICLE 5 PRO-RATA PRE-EMPTIVE RIGHTS

5.1 Pro-Rata Pre-emptive Right. Subject to Section 5.2, each time the Company proposes to allot, issue, sell or resell any Equity Securities, the Company shall first offer (the “**Treasury Offer**”) the Equity Securities to the Shareholders (collectively the “**Treasury Offerees**” and individually a “**Treasury Offeree**”) on the following basis:

- (a) Pro Rata Portions - The number of Equity Securities a particular Treasury Offeree shall be offered and may purchase shall be determined by the following formula:

$$\begin{array}{l} \text{Number of Equity Securities which} \\ \text{the Treasury Offeree shall be} \\ \text{offered and may} \\ \text{purchase} \end{array} = \frac{\begin{array}{l} \text{Number of Common Shares (as calculated on a} \\ \text{Fully Converted Basis) held by the Treasury} \\ \text{Offeree immediately prior to the Treasury Offer} \end{array}}{\begin{array}{l} \text{Number of Common Shares (as calculated on a} \\ \text{Fully Converted Basis) held by all Treasury} \\ \text{Offerees immediately prior to the Treasury Offer} \end{array}} \times \begin{array}{l} \text{Total Number of Equity} \\ \text{Securities being offered:} \end{array}$$

- (b) Notice of Offer - Each Treasury Offer shall be made by written notice to the Treasury Offerees specifying:
- (i) the total number and class of Equity Securities offered;
 - (ii) the price at which the Equity Securities are being offered;
 - (iii) any other terms and conditions applicable to the offer not set out in this Section Article 5; and
 - (iv) that Treasury Offerees shall have 7 days (the “**Acceptance Period**”) following receipt of the notice to accept the Treasury Offer.
- (c) Acceptance - Acceptance of a Treasury Offer shall be made by notice in writing to the Company within the Acceptance Period specifying the number of Equity Securities up to the pro rata number as calculated using the formula above that the Treasury Offeree wishes to purchase. The Treasury Offeree may also specify in such notice an additional number of the Equity Securities (“**Specified Additional Amount**”) offered for sale that the Treasury Offeree is prepared to purchase if any of the other Treasury Offeree fails to fully accept their offered portion of the Treasury Offer. If a Treasury Offeree does not accept the Treasury Offer before expiration of the Acceptance Period, then such Treasury Offeree shall be deemed to have refused the Treasury Offer. Additionally, if all Treasury Offerees notify the Company in writing that they accept or decline the Treasury Offer before the end of the Acceptance Period, then the Acceptance Period shall be deemed to have ended on the date the last such notice is received by the Company.
- (d) Sale to Third Party - The Company shall be entitled to allot, issue or sell the balance of any of the offered Equity Securities which are not purchased by the Treasury Offerees upon completion of the above process to any Person(s), other than a Treasury Offeree who did not accept the Treasury Offer, provided that such allotment, issuance or sale shall not be effected at a price which is less than the price or on terms and conditions which are more favourable (from the purchaser's perspective) than those set forth in the written notice to the Treasury Offerees concerning the Treasury Offer.

5.2 Permitted Non-Pro rata Offerings. The Company may directly allot, issue or sell Equity Securities without complying with Section 5.1 in the circumstances where the Equity Securities are being issued in any one or more of the following circumstances:

- (a) the issuance of securities of the Company to employees, consultants, officers or directors of the Company pursuant to stock purchase or stock option plans or as otherwise as otherwise approved by the Board;

- (b) the issuance of securities in connection with bona fide acquisition transaction approved by a majority of the Board;
- (c) the issuance of securities pursuant to a duly approved subdivision, amalgamation, plan of arrangement, reorganization, or dividend payable in securities;
- (d) the issuance of securities pursuant to the special rights and restrictions attached to the Equity Securities;
- (e) the issuance of securities pursuant to currently outstanding options, warrants, notes, or other rights to acquire securities of the Company;
- (f) the issuance of securities to financial institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions approved by a majority of the Board; or
- (g) the issuance of securities or rights to acquire securities issued in connection with strategic collaborations, development agreements or licensing transactions, the terms of which are approved by a majority of the Board.

5.3 Waiver of Rights. Notwithstanding any other provision of this Article 5, any Shareholder may waive his rights with respect to any particular offer or right given under, or any provision contained in, Article 5 by notice in writing to the Company. Additionally, in the event that Shareholders holding not less than 65% of the Common Shares (on a Fully Converted Basis) held by all Shareholders who are subject to this Agreement elect to waive their rights with respect to any particular offer or right given under, or any provision contained in, Article 5 by notice in writing to the Company and all other non-waiving Shareholders, then such waiver shall be binding upon all of the Shareholders.

ARTICLE 6

TERMINATION OF AGREEMENT AND AMENDMENTS

6.1 Amendments. This Agreement may only be amended by an instrument in writing duly executed by the Company and Shareholders holding not less than 60% of the Common Shares (calculated on a Fully Converted Basis) that are subject to this Agreement, and any amendment so made shall be binding upon all of the parties to this Agreement, provided however: (a) if the amendment affects rights, restrictions and obligations of the Shareholders only, the Company need not execute the amendment instrument; and (b) any amendment materially or adversely affects the rights of one Shareholder vis-a-vis the other Shareholders shall also require the written consent of such Shareholder.

6.2 Termination Events. This Agreement shall terminate, if: (a) the Shareholders holding not less than 75% of the Common Shares (calculated on a Fully Converted Basis) that are subject to this Agreement agree in writing to terminate this Agreement; (b) the Company is dissolved, liquidated or formally wound-up; (c) upon the consummation of a Drag Along Transaction or (d) upon an IPO.

6.3 Surviving Obligations. The termination of this Agreement shall not affect the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof or affect any other rights or obligations which arose hereunder in respect of matters occurring prior to or concurrent with such termination.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Endorsement on Share Certificates. Any and all certificates representing Shares now or hereafter owned by Shareholders during the currency of this Agreement (whether such Shares are issued initially or following a Transfer or otherwise) shall have endorsed thereon in bold type the following legend:

"The securities represented by this certificate are subject to the provisions of a Shareholders' Agreement dated for reference April 15, 2015, as amended, restated or replaced from time to time, and such securities are not transferable on the books of the Company except in accordance and compliance with the terms and conditions of such Agreement."

7.2 No Partnership. Nothing in this Agreement or in the relationship of the parties hereto shall be construed as in any sense creating a partnership among or between the parties or as giving to any party any of the rights or subjecting any party to any of the creditors of the other party.

7.3 Share Reorganizations. The provisions of this Agreement relating to Equity Securities shall also apply, with the necessary changes, to the following:

- (a) any shares or securities into which such Equity Securities may be converted, changed, reclassified, redivided, redesignated, redeemed, subdivided or consolidated;
- (b) any shares or securities that are received by the shareholders of the Company as a stock dividend or distribution payable in Shares or securities of the Company; and
- (c) any shares or securities of the Company or of any successor or continuing Company to the Company that may be received by the shareholders of the Company on a reorganization, amalgamation, consolidation or merger or otherwise.

7.4 Assignment. A party cannot assign this Agreement without the prior written consent of the Company. Any attempt by a party to assign any of the rights or to delegate any of the duties or obligations of this Agreement without such prior written consent is void.

7.5 Further Assurances. Each of the parties shall promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the other.

7.6 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally or by courier. All notices to a party shall be sent to the address listed above or as listed on the Accession Agreement under which the Shareholder became party to this Agreement. Each party may amend its address for delivery by providing a written notice to the other parties.

7.7 Severability. If there is a final judicial or arbitral determination that any term or provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction, then: (a) the illegality, invalidity or unenforceability of that term or provision shall not affect the legality, validity or enforceability of that term or provision in any other jurisdiction; (b) all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to either party; and (c) if the economic or legal substance of this Agreement is affected in any manner materially adverse to either party, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms and provisions of this Agreement remain as originally contemplated to the fullest extent possible.

7.8 Waivers. No failure or delay on the part of either party in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any power or right under this Agreement will preclude any further or other exercise of such power or right. No modification or waiver of any provision of this Agreement and no consent to any departure by either party from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent will be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on either party in any circumstances will entitle such party to any other or further notice or demand in similar or other circumstances.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of British Columbia. The parties irrevocably submit to and accept generally and unconditionally the exclusive jurisdiction of the courts and appellate courts of British Columbia with respect to any legal action or proceeding which may be brought at any time relating in any way to this Agreement.

7.10 Counterparts. This Agreement may be executed in counterparts, with the same effect as if both parties had signed the same document. Each counterpart may be delivered by any means of electronic communication capable of producing a printed copy. Each counterpart so delivered shall be deemed an original and all counterparts together shall form one and the same document.

7.11 Entire Agreement. This Agreement and any other agreement referred to in this Agreement comprise the entire agreement between the parties in connection with the subject matter of this Agreement, and supersede all previous proposals, negotiations, promises, agreements, conditions, representations and warranties with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express or implied between the parties other than as expressly set out in this Agreement.

7.12 Interpretation. Time shall be of the essence of this Agreement and of the transactions contemplated by this Agreement. Unless otherwise specified all sums of money expressed in this Agreement are in the lawful money of Canada. The headings and captions of sections contained in this Agreement are all inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

7.13 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

7.14 Independent Legal Advice. Each Shareholder acknowledges that the law firm of LINK Business Law Group represents the Company, and not the Shareholder individually. Each Shareholder also acknowledges that the Shareholder has been provided with an opportunity to consult with the Shareholder's own legal advisors with respect to this Agreement. The Shareholder confirms that the Shareholder has reviewed this entire Agreement and fully understands each provision of this Agreement.

(Balance of the page left intentionally blank. Signature Pages follow)

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives as of the date first set out above:

CURIATE TECHNOLOGIES INC.

Per: _____
Authorized Signatory

SIGNED, SEALED AND DELIVERED by JENNIFER CHEN FAMILY TRUST NO. 1 in the presence of:

Witness

Name of Witness

Address

Occupation

JENNIFER CHEN FAMILY TRUST NO. 1

SIGNED, SEALED AND DELIVERED by DARREN STONE FAMILY TRUST NO. 1 in the presence of:

Witness

Name of Witness

Address

Occupation

DARREN STONE FAMILY TRUST NO. 1

SCHEDULE "A"

EQUITY SECURITIES

Shareholder	Number of Common Shares	Type and Number of Other Equity Securities	Initial Amount of Shareholder Loan
JENNIFER CHEN FAMILY TRUST NO. 1	50,000,000		
DARREN STONE FAMILY TRUST NO. 1	10,000,000		
TOTAL	60,000,000¹		

¹ Shareholders and number of outstanding common shares of the Company as at April 15, 2015.
07/2015

SCHEDULE "B"

FORM OF ACCESSION AGREEMENT

CURIATE TECHNOLOGIES INC.

(the "Company")

ADDENDUM TO SHAREHOLDERS' AGREEMENT

TO:

Reference is made to the Shareholders' Agreement (the "**Shareholders' Agreement**") dated for reference as of the 15th day of April, 2015 among the Company and the Shareholders (as defined in the Shareholders' Agreement) as amended from time to time.

_____ (the "**New Shareholder**") is the owner of _____ Shares in the capital of the Company and has made a request to the Company to become a party to the Shareholders' Agreement as a Shareholder.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the New Shareholder, the New Shareholder hereby agrees to become a party to and to be bound by all of the terms and conditions of the Shareholders' Agreement as a Shareholder and upon execution of this Addendum will be entitled to all rights of and subject to all the duties of a Shareholder as if it had been an original signatory to the Shareholders' Agreement.

DATED: The ____ day of _____, 20____.

[Name of New Corporate Shareholder]

Per: _____
Authorized Signatory

Address: _____

[If New Shareholder is an Individual]

SIGNED, SEALED AND DELIVERED by [NAME OF INVESTOR] in the presence of:)

_____))

Witness

_____))

Name of Witness

_____))

Address

_____))

_____))

Occupation

_____) [NAME OF INVESTOR]

The Company hereby consents to the New Shareholder becoming a party to the Shareholders' Agreement.

CURIATE TECHNOLOGIES INC.

Per: _____
Jennifer Chen – President & CEO

APPENDIX 2 - SUBSCRIPTION AGREEMENT

(attached – this page intentionally left blank)

SUBSCRIPTION FOR COMMON SHARES

TO: CURIATE TECHNOLOGIES INC. (the “Corporation”)

The undersigned (the “**Purchaser**”) hereby irrevocably subscribes for and agrees to purchase from the Corporation that number of common stock of the Corporation (the “**Shares**”) set out below at a subscription price of CAN\$0.08 (eight cents) per Share, on the terms and conditions set out in this subscription agreement (the “**Subscription Agreement**”).

The Purchaser agrees to be bound by the terms and conditions set forth in this Subscription Agreement including without limitation the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Purchaser further agrees, without limitation, that the Corporation may rely upon the Purchaser’s representations, warranties and covenants contained in such documents.

All Purchasers must complete and duly sign the Schedule A – Risk Acknowledgement.

Purchasers resident in Alberta, Saskatchewan, New Brunswick, Nova Scotia or Ontario must complete Schedule 1 – Classification of Investors under the Offering Memorandum Exemption and Schedule 2 – Investment Limits under the Offering Memorandum Exemption.

Purchasers resident in Manitoba who are subscribing for Shares with an aggregate Subscription Price of more than C\$10,000 must Schedule 1 – Classification of Investors under the Offering Memorandum Exemption.

Purchasers resident in Alberta, Manitoba, Saskatchewan, New Brunswick, Nova Scotia or Ontario must also complete Schedule “3” (Accredited Investor Certificate) if the Purchaser is an “Eligible Investor” due to its status as an “Accredited Investor”.

All Purchasers must complete and duly sign Schedule 4 – Form of Accession Agreement attached to the Shareholders’ Agreement, as amended from time to time, as Schedule B.

DATED this _____ day of _____, 2016

Number of Shares: _____ x CAN\$0.08

=

Aggregate Subscription Price: _____ \$
(the “Subscription Price”)

Name of Purchaser (please print)

Purchaser’s Residential or Head Office Address

by:

Official Capacity or Title (please print)

Purchaser’s Telephone Number

Purchaser’s email address

Authorized Signature

Witness (if Purchaser is an individual)

(Print name of individual whose signature appears above if different
than the name of the Purchaser)

Print Name of Witness

Registration Instructions:

☐ Check if same as above

Name

Account reference, if applicable

Address

Telephone Number

Fax Number

Contact Name

(If space is inadequate, please attach a schedule
containing the necessary information.)

Delivery Instructions:

☐ Check if same as above

Name

Account reference, if applicable

Address

Telephone Number

Fax Number

Contact Name

Additional Information**Purchaser's Present Holdings:**

The Purchaser represents that securities (including shares, bonds and any warrants, options or other convertible securities) of the Corporation presently owned (beneficially, directly or indirectly) by the Purchaser or over which the Purchaser exercises control or direction, are as follows (***please indicate "nil" if you (or the beneficial purchaser, if applicable) do not currently own or control any securities of the Corporation***):

Type of Securities Presently Owned	Number or Amount

The Purchaser represents that the Purchaser is ____ or is not ____ (check one) an Insider as such term is defined in the *Securities Act* (British Columbia).

The Purchaser represents that the Purchaser is ____ or is not ____ (check one) a "Registrant", as such term is defined in the *Securities Act* (British Columbia).

1. **Offering and Subscription.** The Shares being subscribed for hereunder form part of a larger offering (the “**Offering**”) of Shares at a purchase price of CAN\$0.08 cents per Share. The Purchaser acknowledges that the Shares will be issued in connection with the issue of an aggregate of up to 12,500,000 Shares for an aggregate subscription price of up to \$1,000,000.00, which are to be sold by the Corporation by private placement. The Corporation expects that the Offering may occur in multiple tranches throughout 2016. By executing this Subscription Agreement, the Purchaser irrevocably offers to purchase from the Corporation, as one of such purchasers, that number of the Shares set forth on the first page hereof at the Subscription Price, subject to the terms and conditions set out herein. The Purchaser acknowledges that the offer is subject to: (a) the acceptance of this subscription by the Corporation, (b) the payment of the Subscription Price by the Purchaser, (c) receipt of all necessary regulatory approvals, and (d) certain other terms and conditions as set forth herein.

Upon the Corporation’s acceptance of this subscription, this Subscription Agreement will constitute an agreement for the purchase by the Purchaser from the Corporation and for the Corporation to issue and sell to the Purchaser, the number of Shares set forth on the first page hereof at the Subscription Price on the terms and conditions set forth herein. The closing of the Offering (the “**Closing**”) is subject to and will occur in accordance with the terms and conditions set forth herein and the receipt of any necessary regulatory approvals.

2. **Purchaser’s Representations, Warranties and Covenants.** By executing this Subscription Agreement, the Purchaser represents, warrants and covenants (on its own behalf and, if applicable, on behalf of those (including each beneficial purchaser, if any) for whom the Purchaser is subscribing hereunder) to and with the Corporation (and acknowledges that the Corporation is relying thereon) that:

- (a) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent, was offered the Shares in, and is resident in the province or jurisdiction set out on the first or second page of this Subscription Agreement as the “Purchaser’s Residential or Head Office Address”, which address is the Purchaser’s residence or place of business and was not created and is not used solely for the purpose of acquiring the Shares;
- (b) if the Purchaser is resident in Alberta, Saskatchewan, New Brunswick, Nova Scotia or Ontario then the Purchaser has read, understood and duly completed Schedules 1 and 2 and has not exceeded any of the investment limits as set out therein;
- (c) if Purchaser of Manitoba and is purchasing Shares with an aggregate value of over C\$10,000, then the Purchaser is an “eligible investor” as set out in Schedule 1;
- (d) if the Purchaser is an “accredited investor” as set out in Schedule 3 then the Purchaser is:
 - (i) purchasing the Shares as principal for its own account, not for the benefit of any other person;
 - (ii) deemed to be purchasing the Shares as principal for its own account pursuant to applicable securities laws; or
 - (iii) purchasing the Shares as agent or trustee for a beneficial purchaser and each such beneficial purchaser for whom it may be acting is purchasing the Shares as principal for its own account, not for the benefit of any other person.
- (e) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent:
 - (i) is not, and is not purchasing Shares for the account or benefit of, a person in the United States or a U.S. Person (as that term is defined in Regulation S (“**Regulation S**”) under the *United States Securities Act* of 1933 (the “**1933 Act**”) or for resale in the United States (as “**United States**” is defined in Regulation S);
 - (ii) was not offered the Shares in the United States;

- (iii) at the time the purchase order originated, was outside the United States, and did not execute or deliver this Subscription Agreement or related documents in the United States; and
 - (iv) acknowledges that the Shares have not been, nor will they be, registered under the 1933 Act or the securities laws of any state in the United States, and may not be offered or sold in the United States or to a U.S. Person, without registration or an exemption from registration under the 1933 Act and applicable state securities laws and agrees not to offer or sell the Shares in the United States or to a U.S. Person, without registration or an exemption from registration under the 1933 Act and applicable state securities laws and the Corporation has no obligation or present intention of filing a registration statement under the 1933 Act in respect of the Shares;
- (f) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent:
- (i) received a copy of this Subscription Agreement and confirms that the Purchaser has thoroughly read the Subscription and understands the nature of the proposed investment in Shares of the Corporation and the risks involved in the proposed investment;
 - (ii) has delivered a signed Risk Acknowledgement in the form contained in Schedule "A" to this Subscription Agreement;
 - (iii) if applicable, completed and duly executed Classification of Investors under the Offering Memorandum Exemption form (Schedule 1) and Investment Limits under the Offering Memorandum Exemption form (Schedule 2) and, if applicable, an Accredited Investor Certificate in the form set out in Schedule 3;
 - (iv) has delivered a fully executed Form of Accession Agreement in the form attached to the Shareholder's Agreement, as amended from time to time, as set out in Schedule 4 to this Subscription Agreement, if the Purchaser is not already a party thereto; and
 - (v) is purchasing the Shares as principal for its own account, not for the benefit of any other person;
 - (vi) other than the Offering Memorandum, has not requested access to and does not need to receive any other information concerning the Corporation;
 - (vii) in making its decision to execute this Subscription Agreement and purchase Shares, has relied solely upon this Subscription Agreement, and the Purchaser's decision has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Corporation or any employee, agent or affiliate of, or any other person associated with, the Corporation;
- (g) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is purchasing the Shares as principal for its own account for investment only and not with a view to resale or distribution of all or any of the Shares;
- (h) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has not been created solely or used solely to purchase or hold securities of the Corporation that are offered or sold without the use of a prospectus by the Corporation in reliance on a prospectus exemption, including without limitation the accredited investor exemption under applicable securities legislation, it pre-existed the offering of Shares and has a bona fide purpose other than investment in the Shares;
- (i) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting

the enforcement of creditor rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at law);

- (j) if the Purchaser is a corporation, it is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this subscription and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if it is a partnership, syndicate, trust, or other form of unincorporated organization or an individual, it has the necessary legal capacity and authority to execute and deliver this subscription and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;
- (k) if the Purchaser is an individual, it has attained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (l) if the Purchaser is acting as trustee or agent on behalf of a beneficial purchaser, the Purchaser is the duly authorized trustee or agent of such beneficial purchaser with due and proper power and authority to execute and deliver, on behalf of each such beneficial purchaser, this Subscription Agreement and all other documentation in connection with the purchase of the Shares hereunder, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such beneficial purchaser were the Purchaser and the Purchaser's actions as trustee or agent are in compliance with applicable law and the Purchaser acknowledges that the Company is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Shares for whom it may be acting;
- (m) if the Purchaser is purchasing as an agent or trustee for accounts that are fully managed by it, the Purchaser acknowledges that since it is deemed to be purchasing securities as principal under applicable securities legislation it is bound by the provisions of such legislation as though it were the sole beneficial owner of the said securities, and the Purchaser undertakes to comply with all provisions of the applicable securities legislation relating to ownership of, and trading in, securities;
- (n) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to the Purchaser or any beneficial purchaser, if any, for whom it is acting as trustee or agent of its constituting documents, or of any agreement to which it is a party or by which it is bound;
- (o) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that in connection with the purchase hereunder it has received no advice as to tax or legal ramifications of this Subscription Agreement from the Corporation and has been advised to seek independent advice from its legal, accounting and tax advisors prior to entering into this Subscription Agreement and that it may be subject to tax respecting the Shares;
- (p) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is an investor who, by virtue of his net worth and investment experience or by virtue of consultation with or advice from a person who is not an insider of the Corporation, but who is a registered advisor or registered dealer, is able to evaluate the merits and risks of investment in the Shares and is able to bear the economic risk of loss of such investment;
- (q) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that there is no market for the Shares and that no market for such Shares may ever exist;
- (r) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has been independently advised as to the applicable hold period imposed in respect of the Shares, which could be indefinite in practical terms, and confirms that no representation has been made respecting the applicable resale restrictions including hold periods for the Shares, and is aware of the risks and other characteristics of the Shares;

- (s) other than the Offering Memorandum dated October 26, 2015 and this Subscription Agreement, (collectively, the “Disclosure Documents”) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has not received, nor has it requested, nor does it have any need to receive, any document or other information describing or purporting to describe the business and affairs of the Corporation, nor has any such document been prepared for delivery to, or review by, prospective purchasers in order to assist the Purchaser in making an investment decision in respect of the Shares;
- (t) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent has relied solely upon the Disclosure Documents concerning and issued by the Corporation and not upon any verbal or other written representation as to fact or otherwise made by or on behalf of the Corporation or any employees, agents or affiliates of, or any other person associated with, the Corporation;
- (u) other than the contents of the Disclosure Documents, the Shares are not being purchased by the Purchaser and any beneficial purchaser, if any, for whom it is acting as trustee or agent as a result of any verbal or written representation as to fact or otherwise (including that any person will resell or repurchase the Shares or refund all or any of the purchase price of the Shares other than in accordance with their terms, that the Shares will be listed and posted for trading on a stock exchange or that application has been made for such a listing or as to the future price or value of the Shares) made by or on behalf of the Corporation or any other person;
- (v) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that because this subscription is being made pursuant to prospectus exemptions available under applicable securities laws:
 - (i) it is restricted from using certain of the civil remedies available under the applicable securities laws;
 - (ii) it may not receive information that might otherwise be required to be provided to it under the applicable securities laws if the exemptions were not being used; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the applicable securities laws if the exemptions were not being used;
- (w) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent:
 - (i) acknowledges that the Shares purchased hereunder are subject to resale restrictions imposed under applicable securities laws and the rules of regulatory bodies having jurisdiction and may not be sold, transferred, hypothecated or otherwise traded until the expiry of such hold period except as permitted by applicable securities legislation and stock exchange rules;
 - (ii) acknowledges that a legend will be placed on the certificates representing the Shares to the effect that the securities represented by the certificates are subject to a hold period and may not be traded until the expiry of such hold period except as permitted by applicable securities legislation and stock exchange rules and may bear legends substantially in the following form and with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT THE DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”
 - (iii) acknowledges that it has been advised by the Corporation that it should consult its own legal advisor before disposing of all or any part of any of the Shares that may be issued to the Purchaser pursuant to this Subscription Agreement to avoid breach of relevant securities legislation and stock exchange rules; and

- (iv) agrees not to resell the Shares, except in accordance with the provisions of applicable securities legislation and stock exchange rules;
- (x) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares;
 - (ii) there is no government or other insurance covering the Shares;
 - (iii) there are risks associated with the purchase of the Shares;
 - (iv) there are restrictions on its ability to resell the Shares and it is its responsibility to find out what those restrictions are and to comply with them before selling the Shares; and
 - (v) it has been advised by the Corporation that the Corporation is relying on an exemption from the requirements to provide it with a prospectus and, where applicable, to sell securities through a person registered to sell securities under applicable securities legislation and, as a consequence of acquiring the Shares pursuant to this exemption, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, will not be available to it;
- (y) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority with respect to the issue of the Shares;
- (z) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is not acting jointly or in concert with another person or is bound by or subject to any agreement, commitment or understanding, whether formal or informal, with any other person relating to the voting rights attached to the Shares to be purchased hereunder or in connection with the purchase hereunder;
- (aa) the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent is not a “control person” of the Corporation, as that term is defined in applicable securities laws, and will not become a “control person” of the Corporation by virtue of the purchase of Shares under this Subscription Agreement and does not act or intend to act jointly or in concert with any other person to form a control group in respect of the Corporation; and
- (bb) the funds representing the aggregate Subscription Price in respect of the Shares which will be advanced by the Purchaser to the Corporation hereunder will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “PCMLTF Act”), and the Purchaser acknowledges that the Corporation may in the future be required by law to disclose the Purchaser’s name and other information relating to this Subscription Agreement and the Purchaser’s subscription hereunder, on a confidential basis, pursuant to the PCMLTF Act; to the best of the Purchaser’s knowledge, none of the subscription funds to be provided hereunder: (i) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser. The Purchaser shall promptly notify the Corporation if the Purchaser discovers that any such representation ceases to be true, and shall provide the Corporation with appropriate information in connection therewith.

The Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the purchase of the Shares hereunder and shall continue in full force and effect notwithstanding any subsequent disposition of the Shares.

3. **Acknowledgements and Indemnity.** The representations, warranties and covenants contained herein (including those made in any Schedules attached hereto) are made by the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent with the intent that they be relied upon by the Corporation in determining the eligibility of the Purchaser as a purchaser of Shares. The Purchaser undertakes to notify the Corporation immediately of any change in any representation, warranty or other information relating to the Purchaser set forth herein (including those made in any Schedules attached hereto) which takes place prior to the Closing Time.

The Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent agrees to indemnify and hold harmless the Corporation and its directors, officers, employees, agents, legal and other advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation, warranty or covenant of the Purchaser contained herein or in any document furnished by the Purchaser to the Corporation in connection herewith being untrue in any material respect or any breach of or failure to comply with a covenant by the Purchaser contained herein or in any document furnished by the Purchaser to the Corporation in connection herewith.

4. **Delivery of Subscription Agreement and Payment.** The Purchaser agrees to deliver to the Corporation as soon as possible and, in any event, no later than 11:00 a.m. (Vancouver time) on the day which is two business days before the Closing Date, the following:

- (a) this completed and duly executed Subscription Agreement;
- (b) a fully executed Risk Acknowledgement in the form attached hereto as Schedule “A”;
- (c) if applicable, a completed and duly executed Classification of Investors under the Offering Memorandum Exemption form as attached as Schedule 1 and an Investment Limits under the Offering Memorandum Exemption form as attached as Schedule 2 and, if applicable, an Accredited Investor Certificate in the form set out in Schedule 3;
- (d) a fully executed Form of Accession Agreement in the form contained in the Shareholders’ Agreement, as amended from time to time, set out in Schedule “4” to this Subscription Agreement, if the Purchaser is not already a party thereto;
- (e) a certified cheque, bank draft or wire transfer made payable to “Curiate Technologies Inc.” on or before the Closing Date (or such other date as the Corporation may advise) representing the Subscription Price payable by the Purchaser for the Shares, or such other method of payment of the same amount against delivery of the Purchaser’s Shares as the Corporation may accept; and
- (f) such other documents as may be required as contemplated herein or required under applicable securities legislation or stock exchange rules.

The Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent acknowledges and agrees that such other documents, when executed and delivered by the Purchaser will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Purchaser hereunder in favour of the Corporation and agrees that such representations, warranties and covenants will be true and correct both as of the execution of this subscription and as of the Closing Time and will survive the purchase of the Shares hereunder and shall continue in full force and effect notwithstanding any subsequent disposition of the Shares. The Purchaser consents to the filing of any such documents as may be required to be filed with any securities regulatory authority or stock exchange in connection with the transactions contemplated hereby.

5. **Closing.** Subject to the terms and conditions herein, the Closing of the Offering will occur at suite 1200 – 555 West Hastings Street, Vancouver, British Columbia V6B 4N6 or at such other place as the Corporation may decide, at 11:00 a.m. (Vancouver time) (the “**Closing Time**”), on such date or dates as the Corporation may determine in its sole discretion (each a “**Closing Date**”).

6. **Costs.** All costs and expenses incurred by the Purchaser (including any fees and disbursements of any counsel obtained by it) relating to the sale of the Shares hereunder shall be borne by the Purchaser.

7. **Acceptance of Subscription.** This subscription may be accepted in whole or in part by the Corporation and the right is reserved to the Corporation to allot to any Purchaser less than the amount of Shares subscribed for. The sale and delivery of the Shares to the Purchaser are conditional upon such sale being exempt from the requirement to file a prospectus under any applicable securities laws relating to the sale of the Shares.

8. **Confidentiality and Privacy.** The Purchaser acknowledges and consents to the fact that the Corporation is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time) of the Purchaser (collectively "Personal Information"), for the purpose of completing this Subscription Agreement. The Purchaser acknowledges and consents to the Corporation retaining such Personal Information for as long as permitted or required by law or business practices. The Purchaser agrees and acknowledges that the Corporation may use and disclose such Personal Information for:

- (a) internal use with respect to managing the relationships between and contractual obligations of the Corporation and the Purchaser;
- (b) use and disclosure for income tax-related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (c) disclosure to professional advisers of the Corporation in connection with the performance of their professional services;
- (d) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trade or similar regulatory filings;
- (e) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Purchaser's prior written consent;
- (g) disclosure to a court determining the rights of the parties under this Subscription Agreement; and
- (h) use and disclosure as otherwise required or permitted by law.

In addition, the Purchaser further acknowledges and consents to the fact that the Corporation may be required to provide any one or more of the Canadian securities regulators, stock exchanges or other regulatory agencies, the Canada Revenue Agency or the Corporation's registrar and transfer agent with any Personal Information provided by it in this Agreement, and may make any other filings of such Personal Information as the Corporation and its counsel deem appropriate, and the Purchaser hereby consents to and authorize the foregoing use and disclosure of such Personal Information and agrees to provide, on request, all particulars required by the Corporation in order to comply with the foregoing.

If the Purchaser is resident in Ontario, the Purchaser hereby authorizes the indirect collection of Personal Information (including name, address and telephone number) by the Ontario Securities Commission, and consent to the disclosure of such information to the public through the filing of a report of trade, and confirm receipt of notification by the Corporation that:

- (a) the Corporation will be delivering the Personal Information to the Ontario Securities Commission;
- (b) such Personal Information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in applicable securities laws;

- (c) such Personal Information is being collected for the purposes of the administration and enforcement of applicable securities laws; and
- (d) the title, business address and business telephone number of the public official in the Province of Ontario, who can answer questions about the Ontario Securities Commission's indirect collection of the Personal Information is as follows:

Administrative Support Clerk
Ontario Securities Commission
Suite 1903, Box 55, 20 Queen Street West
Toronto, Ontario M5H 2S8
Telephone: (416) 593-3684

9. **Execution of Subscription Agreement.** The Corporation shall be entitled to rely on delivery by facsimile machine or other electronic copy of an executed copy of this subscription, and acceptance by the Corporation of such facsimile or other electronic copy shall be equally effective to create a valid and binding agreement between the Purchaser and the Corporation in accordance with the terms hereof.

10. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

11. **English Language.** The Purchaser hereby acknowledges that it has consented that the Subscription Agreement and all documents evidencing or relating in any way to the purchase be drawn up in the English language only. Nous reconnaissons par les présentes avoir consenti que tous les documents faisant foi ou se rapportant de quelque manière à notre achat soient rédigés en anglais seulement.

12. **Governing Law.** The contract arising out of this Subscription 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 without regard to principles of conflicts of law. The Purchaser irrevocably attorns to the jurisdiction of the courts in the Province of British Columbia, with respect to matters arising out of this Subscription Agreement.

13. **Successors and Assigns.** The terms and conditions of this Subscription Agreement shall be binding upon and enure to the benefit of the Purchaser and the Corporation and their respective successors and assigns. Except as otherwise provided in this Subscription Agreement, this Subscription Agreement shall not be assignable or transferable by any party without the written consent of the other party hereto.

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

15. **Interpretation.** Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing gender include any gender.

Each of the terms "including", "include" and "includes", when used in this Subscription Agreement, is not limiting whether or not non-limiting language (such as "without limitation", "without limiting the foregoing", "but not limited to" or words of similar import) is used with reference thereto.

The expressions "herein", "hereto", "hereof", "hereby", "hereunder" and other similar terms refer to this Subscription Agreement as a whole, together with the schedules and any amendments hereto, and not just to the particular section in which those words appear.

16. **Survival.** This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the Purchaser and each beneficial purchaser, if any, for whom it is acting as trustee or agent notwithstanding the completion of the purchase of the Shares by the Purchaser pursuant hereto, the completion of the Offering and any subsequent disposition by the Purchaser of the Shares.

17. **Right to Cancel Subscription.** The Purchaser shall have the right to cancel this Subscription Agreement to purchase the Shares. To do so, you must send a notice to us by midnight on the 2nd business day after you sign this Subscription Agreement to buy the Shares.

18. **Statutory References.** Any reference to a statute or enactment herein is a reference to a statute or enactment as amended.

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

20. **Notices.** Any notice or other communication to be given hereunder shall, in the case of notice to be given to the Corporation, be addressed to:

Curiate Technologies Inc.
Suite 1200 – 555 West Hastings Street,
Vancouver, British Columbia
V6B 4N6

For information regarding the Corporation and this Subscription Agreement:

Contact: Todd Buchanan
E-mail: tbuchanan@gocuriate.com

and, in the case of notice to be given to the Purchaser be addressed to the address provided on the first two pages of this Subscription Agreement by the Purchaser. Any such notice or other communication shall be in writing and may be given by facsimile or delivery, and shall be deemed to have been given 12 hours after being faxed or upon receipt by a responsible officer of the addressee if delivered.

21. **Regulatory Approval.** Without limitation, this Agreement and the transactions contemplated hereby are conditional upon and subject to regulatory approval.

22. **Effective Date.** This Subscription Agreement is intended to and shall take effect on the date the Subscription Agreement was accepted by the Corporation below, notwithstanding the actual date of execution or delivery by the Purchaser.

(The balance of this page left intentionally blank)

ACCEPTANCE

The foregoing is acknowledged, accepted and agreed to this _____ day of _____, 2016.

CURIATE TECHNOLOGIES INC.

Per: _____
Authorized Signatory

SCHEDULE "A"
Form 45-106F4
Not Registered

WARNING

Risk Acknowledgement

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

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

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Date

Signature of Purchaser

Print name of Purchaser

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

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Issuer Name and Address:

Curiate Technologies Inc.

Suite 1200 – 555 West Hastings Street,
Vancouver, British Columbia
V6B 4N6

Contact: Todd Buchanan

Phone: (604) 671-8324

Email: tbuchanan@gocuriate.com

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an Issuer wants to sell *exempt market securities* to you:

- the Issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You 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 registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

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 regulator.

British Columbia Securities Commission

Telephone: (604) 899-6500

Toll free in British Columbia and Alberta 1-800-373-6393

www.bcsc.ca

Alberta Securities Commission

Telephone: (403) 297-6454

www.albertasecurities.com/

[Instruction: The purchaser must sign 2 copies of this form. The Purchaser and the Issuer must each receive a signed copy.]

SCHEDULE "A"
Form 45-106F4
Not Registered

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SCHEDULE "A"
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Registered

W A R N I N G

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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 regulator.

British Columbia Securities Commission

Telephone: (604) 899-6500

Toll free in British Columbia and Alberta 1-800-373-6393

www.bcsc.ca

Alberta Securities Commission

Telephone: (403) 297-6454

www.albertasecurities.com/

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

Schedule 1
Classification of Investors Under the Offering memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

A. You are an eligible investor because:		Your initials
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario), because:		Your initials
Accredited Investor	Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	

	Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
	Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:		Your initials
Family, Friends and Business Associates	<p>You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
	<p>You are a family member of _____</p> <p><i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse], who holds the following position at the issuer or an affiliate of the issuer: _____.</i></p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	

	<p>You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer:</p> <p>_____.</p> <p>You have known that person for _____ years.</p>	
	<p>You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i>, who holds the following position at the issuer or an affiliate of the issuer:</p> <p>_____.</p> <p>You have known that person for _____ years.</p>	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you are not an eligible investor.</p>	

Schedule 2
Investment Limits for Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

SECTION 1 TO BE COMPLETED BY THE PURCHASER
1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption
<p>You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.</p>

A. You are an eligible investor.		Your initials
Eligible Investor	<p>As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable.</p> <p>Initial one of the following statements:</p>	
	<p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	
	<p>You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.</p>	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario).		Your initials
Accredited Investor	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [<i>Accredited investor</i>], you are not subject to investment limits.	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [<i>Family, friends and business associates</i>], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
2. Registrant information	
[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]	
First and last name of registrant (please print):	
Registered as: [Instruction: indicate whether registered as a dealing representative or advising representative]	
Telephone:	Email:
Name of firm: [Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]	
Date:	

SCHEDULE 3

CERTIFICATE OF ACCREDITED INVESTOR

TO: CURIATE TECHNOLOGIES INC. (the "Corporation")

In connection with the proposed purchase of common shares (the "Shares") of the Corporation, the undersigned represents and warrants that the undersigned has read the following definitions of an "accredited investor" as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions* and certifies that the undersigned is: (a) purchasing the Shares as principal for its own account and not for the benefit of another, or is deemed to be purchasing the Shares as principal pursuant to applicable securities laws, and is an accredited investor as indicated below **[check one or more]** or, (b) purchasing the Shares as agent or trustee for a disclosed beneficial purchaser (the "Disclosed Purchaser"), such Disclosed Purchaser is purchasing as principal for its own account and not for the benefit of another and each such Disclosed Purchaser is an accredited investor as indicated below **[check one or more]**:

- ☐ (a) a Canadian financial institution, or a Schedule III Bank;
- ☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- ☐ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- ☐ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- ☐ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- ☐ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- ☐ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- ☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- ☐ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), or a pension commission or similar regulatory authority of a jurisdiction of Canada;
- ☐ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;
- ☐ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- ☐ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
- ☐ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;

- ☐ (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities pursuant to the Minimum Amount Investment exemption or the Additional Investment in Investment Funds exemption, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities pursuant to the Investment Fund Reinvestment exemption;
- ☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- ☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- ☐ (q) a person acting on behalf of a fully managed account managed by that person, if that person (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- ☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- ☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) and paragraph (i) in form and function;
- ☐ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- ☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
- ☐ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

All dollar amounts referred to in this certificate are expressed in Canadian dollars.

For the purposes of this certificate:

- (a) A trust company or trust corporation described in paragraph (p) above, other than a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada, is deemed to be purchasing as principal; and
- (b) A person described in paragraph (q) above is deemed to be purchasing as principal.

For the purposes of this certificate, the following definitions apply:

“Additional Investment in Investment Funds exemption” refers to the following exemption:

- (c) The prospectus requirement does not apply to a distribution by an investment fund or the investment fund manager of the fund, of a security of the investment fund’s own issue to a security holder of the investment fund if

- (i) the security holder initially acquired securities of the investment fund as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of the distribution,
- (ii) the distribution is in respect of a security of the same class or series as the securities initially acquired as described in subsection (i), and
- (iii) the security holder, as at the date of the distribution, holds securities of the investment fund that have an acquisition cost of not less than \$150,000, or a net asset value of not less than \$150,000.

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

“Canadian financial institution” means

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

“control person” has the same meaning as in securities legislation;

“director” means

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

“eligibility adviser” means a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed;

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

- (h) a chair, vice-chair or president,
- (i) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
- (j) performing a policy-making function in respect of the issuer;

“financial assets” means cash, securities or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

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

- (k) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and

- (l) at the time of the trade is actively involved in the business of the issuer;

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

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

- (m) an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act*, R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments, and
- (n) a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act*, R.S.B.C. 1996 c. 429, whose business objective is making multiple investments;

“Investment Fund Reinvestment exemption” refers to the following exemption:

- (o) Subject to subsections (c), (d), (e) and (f) of this definition, the prospectus requirement does not apply to the following distribution by an investment fund, and the investment fund manager of the fund, to a security holder of the investment fund if the distributions are permitted by a plan of the investment fund:
 - (i) a distribution of a security of the investment fund’s own issue if dividends or distributions out of earnings, surplus, capital or other sources payable in respect of the investment fund’s securities is applied to the purchase of the security that is of the same class or series as the securities to which the dividends or distributions out of earnings, surplus, capital or other sources are attributable, and
 - (ii) subject to subsection (b), a distribution of a security of the investment fund’s own issue if the security holder makes optional cash payments to purchase the security of the investment fund that is of the same class or series of securities described in paragraph (i) that trade on a marketplace.
- (p) The aggregate number of securities issued under the optional cash payment referred to in subsection (a) (ii) must not exceed, in any financial year of the investment fund during which the trade takes place, 2% of the issued and outstanding securities of the class to which the plan relates as at the beginning of the financial year.
- (q) A plan that permits the trades described in subsection (a) must be available to every security holder in Canada to which the dividend or distribution out of earnings, surplus, capital or other sources is available.
- (r) A person must not charge a fee for a distribution described in subsection (a).
- (s) An investment fund that is a reporting issuer and is a continuous distribution must set out in its current prospectus (i) details of any deferred or contingent sales charge or redemption fee that is payable at the time of the redemption of the security, (ii) any right that the security holder has to make an election to receive cash instead of securities on the payment of a dividend or making of a distribution by the investment fund, and (iii) instructions on how the right referred to in paragraph (ii) can be exercised.
- (t) An investment fund that is a reporting issuer and is not in continuous distribution must provide the information required by subsection (e) in its prospectus, annual information form or a material change report.

“jurisdiction” or **“jurisdiction of Canada”** means a province or territory of Canada except when used in the term foreign jurisdiction;

“local jurisdiction” means, in a national instrument or multilateral instrument adopted or made by a Canadian securities regulatory authority, the jurisdiction in which the Canadian securities regulatory authority is situate;

“Minimum Amount Investment exemption” refers to the following exemption:

- (u) The prospectus requirement does not apply in respect of a trade in a security to a person if
 - (i) that person purchases as principal;
 - (ii) the security has an acquisition cost to the purchaser of not less than \$150,000 paid in cash at the time of the distribution; and
 - (iii) the distribution is in a security of a single issuer.
- (v) Subsection (a) does not apply to a distribution of a security to a person if the person was created or is used solely to purchase or hold securities in reliance on this exemption from the prospectus requirement set out in subsection (a);

“mutual fund” includes an issuer of a security that entitles the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in a part of the net assets, including a separate fund or trust account, of the issuer of the security;

“non-redeemable investment fund” means an issuer

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

“person” includes

- (z) an individual,
- (aa) a corporation,
- (bb) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (cc) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“regulator” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101, opposite the name of the local jurisdiction;

“related liabilities” means

- (dd) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (ee) liabilities that are secured by financial assets;

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

“securities legislation” means the applicable securities legislation of a jurisdiction of Canada;

“spouse” means, an individual who,

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

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

For the purpose hereof, an issuer is an affiliate of another issuer if

- (ii) one of them is the subsidiary of the other, or
- (jj) each of them is controlled by the same person.

For the purpose hereof, a person (first person) is considered to control another person (second person) if

- (kk) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (ll) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (mm) the second person is a limited partnership and the general partner of the limited partnership is the first person.

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate as of the Closing Date of the offering of Shares as set forth in the attached Subscription Agreement. If any such representation or warranty shall not be true and accurate prior to Closing Date, the undersigned shall give immediate written notice of such fact to the Corporation.

Dated: _____

Signed: _____

Witness (If Purchaser is an Individual)

Print Name of Purchaser

Print Name of Witness

If Purchaser is a Corporation,
Print Name and Title of
Authorized Signing Officer

SCHEDULE 4

**CURIATE SHAREHOLDERS' AGREEMENT AS AMENDED FROM TIME TO TIME WITH FORM OF
ACCESSION AGREEMENT ATTACHED AS SCHEDULE B**

(PLEASE SEE ATTACHED)