

Subscription Agreement

TO: _____ (the "Company" or "Issuer")

AND TO: Togetherise Inc. ("Togetherise")

The undersigned (the "Investor" or "Subscriber") hereby subscribes for and agrees to purchase the securities (the "Securities") described below from the Company, subject to the terms and conditions of this agreement. This agreement, referred to as the "Subscription Agreement," incorporates the attached "Terms and Conditions of Subscription" and its schedules. The Investor agrees to be bound by the terms, representations, warranties, covenants, and acknowledgments, as well as any additional terms disclosed to the Investor on Togetherise's crowdfunding platform (the "Portal"). The Investor acknowledges and agrees that the Company and Togetherise may rely on these representations, warranties, covenants, and acknowledgments.

Details of Subscription:

- Type of Securities: Convertible Revenue-Linked Promissory Notes (the "Notes")
- Number of Securities subscribed for: ____
- Price per Security: \$____
- Aggregate Purchase Price: ____ x \$____ = \$____
- Closing Date: _____

Investor Information and Signature

Name of Investor:	
Official Capacity or Title:	(if the Investor is not an individual)
Name of Authorized Individual:	(if different from the Investor's name above)
Residential Full Address:	
Telephone Number:	
Email Address:	

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date set forth below.

For the Company:

[Authorized Signatory Name]
[Title]
[Company Name]
Date: _____

For the Investor:

[Investor Name]
Date: _____

Terms And Conditions of Subscription

Part 1: Key Terms and Details

- 1. Subscription.** The Investor agrees to subscribe for and purchase from the Company, and the Company agrees to issue and sell to the Investor, the Notes in the quantity and at the price described in the **Details of Subscription** section above. The purchase and issuance are subject to the terms and conditions set forth in this Subscription Agreement, including the related schedules and any applicable laws or regulations.
- 2. Definitions.** In this Subscription Agreement, unless the context otherwise requires:
 - **Aggregate Purchase Price** (or “**Principal**”): The total dollar value of the subscription for the Notes, representing the initial amount provided by the Investor to the Company under the Note, as stated in this Agreement.
 - **Business Day:** Any day except Saturday, Sunday, or a statutory holiday in Toronto, Ontario, or any other day on which the principal-chartered banks located in Toronto, Ontario, are not open for business.
 - **Buyback:** The Issuer’s right or obligation to repurchase the Investor’s rights under the Note by repaying the amounts specified in the Note. Upon execution of the Buyback, as described in the Note, the Investor will have no further claims to conversion or repayment under the Note.
 - **Closing:** The completion of the sale by the Company and the purchase by the Investors of Securities pursuant to the provisions of this Subscription Agreement, which may occur in multiple tranches.
 - **Closing Date:** The date specified in the **Details of Subscription** section of this Subscription Agreement, or such other date(s) within 90 days of the Offering Document being made available on the Portal, as the Company and Togetherise may determine in their sole discretion, provided that the Investors are notified of any changes via the Portal.
 - **Closing Time:** The time as determined in the sole discretion of the Company and Togetherise.
 - **Convertible Revenue-Linked Promissory Note:** A security (referred to herein as the “**Note**”) entitling the Investor to repayment based on a percentage of the Company’s revenue until a predetermined Total Repayment Amount is met, as further detailed in the terms of the Note.
 - **Escrow Mechanism:** The payment system operated through the Portal, which temporarily holds funds from Investors in a trust account until the conditions of Closing are satisfied.
 - **Investors:** Collectively, all Investors of the Securities, including the Investor.
 - **Liquidity Event:** A transaction or event, including but not limited to a merger, acquisition, or sale of substantially all of the Company’s assets, that provides the Investors an opportunity to liquidate their Securities.
 - **Offering Document:** A completed Form 45-110F1 *Startup Crowdfunding Offering Document*, together with any amendments to that document and any document incorporated by reference therein.
 - **Person:** An individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof, or any other form of legal or business entity of whatsoever nature or kind.
 - **Personal Information:** Any information about a person (whether an individual or otherwise) required to be disclosed to a Securities Commission, stock exchange, or other regulatory body, whether pursuant to a form or request made by a Securities Commission or stock exchange, and includes information contained in this Subscription Agreement (including, for greater certainty, the schedules incorporated by reference herein).
 - **Portal:** The Togetherise crowdfunding platform accessible at [\[Togetherise.fund\]](https://togetherise.fund).
 - **Qualified Financing:** A financing event, as defined in the Convertible Revenue-Linked Promissory Note, in which the Company raises a minimum amount of capital as specified in the terms of the Note.

- **Revenue Share:** The percentage of the Company's revenue allocated for repayment as outline in the terms of Note.
- **Securities Commissions:** Collectively, the applicable securities commission or other securities regulatory authority in each of the Designated Jurisdictions.
- **Securities Laws:** Applicable securities regulations under National Instrument 45-110 (NI 45-110) and other relevant laws.
- **Total Repayment Amount:** The total amount the Company is obligated to repay to the Investor under the Note, calculated based on the agreed Revenue Share percentage until the predetermined repayment multiplier is met, as specified in the Note.
- **Wallet:** A virtual account within Togetherise's trust system, accessible via the Portal, for deposits, withdrawals, securities purchases, and repayment transactions. Availability and operation are subject to Togetherise's discretion.

Part 2: Investor Acknowledgment and Obligations

3. Investor Acknowledgments. The Investor acknowledges and agrees to the following:

- 3.1. Acknowledgment of Documents and Risks.** The Investor acknowledges and agrees that they have received, reviewed, and understood the Offering Document available on the Portal and the Risk Acknowledgment Form (Schedule B of this Agreement). The Investor further acknowledges that the investment involves significant risks, including the potential for a total loss of the investment, and that they have carefully reviewed the disclosed risks before making an investment decision. The Investor also acknowledges that Togetherise does not provide investment advice, suitability assessments, or guarantees.
- 3.2. Responsibility for Investment Decisions.** The Investor acknowledges and agrees that no person has made any written or oral representations regarding refunds of the Aggregate Purchase Price, the Securities becoming publicly listed, or the future price or value of the Securities. The Investor further acknowledges that the Company assumes no responsibility or liability for the accuracy or adequacy of the information upon which the Investor's investment decision is based, and that the decision to invest is solely the Investor's responsibility.
- 3.3. Reliance on Professional Advice.** The Investor is solely responsible for obtaining professional advice regarding the suitability of the Securities as an investment for their individual circumstances, the tax consequences of purchasing, holding, or dealing with the Securities, and the resale restrictions described in the Offering Document.
- 3.4. Acknowledgment of Prospectus Exemptions.** The Investor acknowledges and agrees that no prospectus has been filed by the Company in connection with the Securities, which are exempt under applicable Securities Laws. The Company relies on a prospectus exemption, and the Investor understands its implications, including: limited protections, rights, and remedies under Securities Laws; inadequate common law remedies for private placement investment losses; reduced information compared to a prospectus offering; and relief for the Company from certain obligations applicable under Securities Laws.
- 3.5. Company Status and Securities Information.** The Investor acknowledges and agrees that the Company is not a "reporting issuer" under Canadian Securities Laws and may remain a private issuer. The Company is a private entity, and none of its securities are listed on a stock exchange. There is no assurance of a liquidity event or that the Securities will ever become publicly listed. Furthermore, no regulatory body or authority has reviewed or approved the Securities, passed on their merits as an investment, or made any recommendation or endorsement with respect to them. The Investor also acknowledges that there is no government or other insurance covering the Securities.
- 3.6. Conditions for Issuance and Delivery.** The Investor acknowledges and agrees that the Company's obligation to issue and deliver the Securities is conditional upon the Investor executing and delivering all documents required under applicable Securities Laws, the sale and delivery of the Securities being exempt from prospectus

requirements or permitted through necessary regulatory approvals, and the Investor's representations, warranties, and covenants in this Subscription Agreement being true and correct as of the date of this Agreement and the Closing Time.

3.7. Documentation, Escrow, and Regulatory Reporting .The Investor consents to the filing of any documents required by Securities Commissions or other regulatory authorities. The Investor acknowledges that the Aggregate Purchase Price will be held in escrow by Togetherise in a designated segregated trust account, and all required subscription documents submitted via the Portal will be securely stored until the Closing Date or earlier termination of this Agreement. The Investor agrees to execute any additional documents reasonably requested by the Company to comply with applicable laws. The Investor further acknowledges that the Company must provide Securities Commissions with a list of Investors' identities and other information required under applicable regulations.

3.8. Costs: The Investor acknowledges that all costs and expenses related to the purchase of the Securities shall be borne solely by the Investor, unless explicitly stated otherwise.

3.9. Subscription Limits. The Investor acknowledges and agrees that, in respect of the Offering, their aggregate subscription amount in the Company, including the Aggregate Purchase Price under this Subscription Agreement, does not exceed \$2,500.00 unless otherwise permitted under applicable Securities Laws.

4. Acknowledgment of Revenue-Sharing Note Terms. The Investor acknowledges and agrees to the following with respect to the Note:

4.1. Nature of the security: The Investor acknowledges that the primary benefit of the Note is participation in the Company's revenue through the agreed Revenue Share, as outlined in the Note. While the Note provides the possibility of conversion into equity upon the occurrence of a Conversion Event, such events may not occur, and the Investor's entitlement may be limited to revenue-based payments. The Investor further acknowledges that future financings by the Company to develop its business may dilute the Investor's holdings in the event of a conversion, and there is no assurance such financings will be available on reasonable terms or at all.

4.2. Revenue Sharing Obligations: The Investor acknowledges that repayments under the Note are based on the Company's revenue, as defined in the Note, and that repayment amounts may fluctuate according to the Company's actual revenue performance.

4.3. Repayment and Termination: Upon the Company's full repayment of all amounts owed, as specified in the Note, this Subscription Agreement shall terminate automatically, and the Investor will have no further claims or entitlements under this agreement or the Note.

4.4. Parity with Other Notes. The Investor's rights to repayment under the Note are on parity with other notes issued in the same offering. All repayments, including Revenue Share payments, prepayments, or repayments in the event of default, shall be distributed pro-rata among all noteholders, based on the Aggregate Purchase Price of their Notes relative to the total Aggregate Purchase Prices of all Notes issued under the offering. This pro-rata distribution applies regardless of whether the Company has sufficient funds to repay all notes in full and does not prejudice the Company's obligations to fully repay all amounts due.

4.5. Acknowledgment of Limited Security Proceeds. The Investor acknowledges and agrees that, if any security interest or personal guarantee is granted under the terms of the Notes, the proceeds obtained from enforcing such security or guarantee may not be sufficient to ensure full repayment of the Total Repayment Amount.

4.6. Relationship to the Note. The Note issued pursuant to this Subscription Agreement governs all terms related to repayment, revenue sharing, conversion, events of default, and remedies. In the event of any inconsistency between this Agreement and the Note, the terms of the Note shall prevail.

5. Representations, Warranties, and Covenants of the Investor

- 5.1. Authorization and Effectiveness.** The Investor represents and warrants that, if an individual, they are of the full age of majority and possess the legal capacity to enter into this Agreement; and if an entity, they are duly incorporated (if applicable), validly existing, and have the legal capacity and authority to execute and fulfill this Agreement. Upon acceptance by the Company, this Agreement constitutes a binding and enforceable obligation of the Investor.
- 5.2. Residency, Tax Status, and Eligibility of the Investor.** The Investor represents and warrants that they are a resident of the province or territory indicated in the address provided on page 1 of this Subscription Agreement. This stated address is their true residence or place of business and was not created or used solely for the purpose of acquiring the Securities. The Investor further represents and warrants that they are not a "non-resident" of Canada for purposes of the Income Tax Act (Canada), together with any and all regulations promulgated thereunder, as amended from time to time (the "Tax Act"). The Investor acknowledges and agrees that their province or territory of residence is among those specified in the Offering Document as eligible for raising funds under this Offering.
- 5.3. Compliance with Legal Obligations.** The Investor represents and warrants that the execution, delivery, and performance of this Agreement, as well as the completion of the transactions contemplated herein, will not result in a breach of the Investor's constating documents (if applicable), or any applicable laws, judgments, decrees, orders, or regulations. The Investor further confirms that they are eligible to purchase the Securities pursuant to exemptions from prospectus requirements under applicable Securities Laws.
- 5.4. Anti-Money Laundering Compliance.** The Investor represents and warrants that the funds used for the subscription do not represent proceeds of crime under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (PCMLTFA), and none of the funds are derived from criminal activity or tendered on behalf of an unidentified third party. The Investor acknowledges that the Company may be required to disclose the Investor's information under the PCMLTFA and agrees to promptly notify the Company if any representation in this subsection ceases to be true.
- 5.5. Investor Capacity and Awareness.** The Investor represents and warrants that they are capable of evaluating the merits and risks of investing in the Securities, understand the associated risks, and can bear the economic risk of a total loss of their investment. The Investor further consents to the Company recording restrictions on the Securities in its records or instructing its registrar to enforce transfer restrictions under applicable Securities Laws.
- 5.6. No Payment of Fees to the Company or Affiliates.** The Investor represents and warrants that they have not paid any commission, fee, or other amount to Togetherise, the Company, or any member of the "issuer group" (as defined in NI 45-110) regarding the Offering. The Investor acknowledges that any transaction fees charged by third-party payment processors are their sole responsibility.
- 5.7. Private Placement Exemptions.** The Investor confirms that they are acquiring the Securities as a principal (and not as an agent) for investment purposes only, with no intention or view to reselling or distributing any portion or beneficial interest in the Securities. The Investor will be the beneficial owner of any Securities issued to them if, as, and when this Subscription is accepted by the Company in whole or in part. The purchase is being made solely for their own account and not for the benefit of any other person, without requiring a prospectus or any document other than the Offering Document and this Subscription Agreement.
- 5.8. Survival of Representations and Warranties.** The Investor represents, warrants, and covenants that The Company relies on these representations, warranties, and covenants to assess the Investor's eligibility to subscribe for the Securities. These representations, warranties, and covenants shall remain true and accurate as of the Closing Time and shall survive the Closing, and require the Investor will promptly notify the Company immediately if any representation or warranty ceases to be accurate or true.

Part 3: Procedures and Processes

- 6. Investor Withdrawal Rights.** The Investor may withdraw their subscription without penalty within two (2) Business

Days of either the subscription date or receipt of notice of any amendment to the Offering Document. The Company must communicate any amendments to the Offering Document to the Investor via the Portal. Withdrawal notices must be submitted through the Portal in accordance with the specified procedures.

7. Acceptance, Rejection, or Cancellation by the Company. The Company reserves the right, at its sole discretion, to: i) Accept or reject this Subscription Agreement at any time before the Closing Time; ii) Allot to the Investor fewer Securities than subscribed for under this Subscription Agreement; and iii) Cancel the entire offering at any time before the Closing Time. The Investor acknowledges and agrees that this Subscription Agreement is not enforceable unless it has been accepted by the Company.

8. Closing and Issuance:

8.1. Conditions of Closing. The transactions contemplated in this Subscription Agreement will be completed on the Portal on the Closing Date at the Closing Time. The Closing will be deemed successful if the Company raises the minimum amount specified in the Offering Document. If the Company fails to raise the minimum amount, the Closing will be deemed unsuccessful, and no Securities will be issued.

8.2. Conditions of Issuance. Even after a successful Closing, if any of the following conditions are not met, the Investor's subscription will be rejected, and this Subscription Agreement will be terminated without liability: i) Receipt of a completed and signed Subscription Agreement and Risk Acknowledgment Form; ii) Payment of the Aggregate Purchase Price via the Portal's escrow mechanism; and iii) Compliance with all applicable securities laws, including prospectus exemptions.

8.3. Note Issuance. If all conditions of issuance are met, the Company shall issue the Notes within seven (7) days after the Closing Time, delivering them digitally to the Investor directly or via the Portal. Note issuance is a prerequisite for the release of the funds raised and held in the trust account (after deducting Togetherise's fees) to the Company.

8.3.1. Authentication of Notes. The Notes shall not be valid or enforceable for any purpose until they have been authenticated by the signature of an authorized officer of the Company or its duly authorized agent

8.4. Digital or Book-Based Registration. The Investor acknowledges that the Company will not deliver paper certificates for the Securities to Investors whose subscriptions are accepted. Registration of ownership and transfers of the Securities will be maintained through a digital or book-based system operated by the Company, its appointees (such as the Portal), or a separate registrar and transfer agent. In all cases, ownership records, including the Notes and repayment tracking, shall be securely stored and made accessible to the Investor.

9. Post-Issuance Obligations of the Company. The Company acknowledges and agrees to fulfill all obligations and responsibilities as outlined in the Offering Document (Form 45-110F1) and the Convertible Revenue-Linked Promissory Note. These obligations include, but are not limited to, the following:

9.1. Repayment Schedule. The Company shall commence repayments to Investors based on the agreed Revenue Share and continue making payments as outlined in the terms of the Notes, until the Total Repayment Amount is fully satisfied.

9.2. Revenue Reporting. The Company shall provide Investors with quarterly updates on its revenue performance, as required under the terms of the Notes, until the Total Repayment Amount has been fully repaid.

9.3. Notification of Conversion Events. The Company shall promptly notify Investors of the occurrence of any Qualified Financing or Liquidity Event, as defined in the Notes, that may trigger the conversion of the Notes into securities or other entitlements. Such notice shall comply with the requirements outlined in the Notes, including the provision of necessary information and timelines.

10. Refund and Repayment Processes

10.1. Refunds for Unsuccessful Issuance .If the Notes are not issued due to any unmet conditions, the Company

shall ensure that all funds related to the unissued Notes, delivered by the Investor as the Aggregate Purchase Price, are refunded via the Portal's escrow mechanism, without interest or deduction. The Company shall also ensure that this digitally executed Subscription Agreement is removed or rendered inaccessible via the Portal.

10.1.1. Non-Refundability of Transaction Fees. In the event of a refund, transaction fees incurred during the purchase process will not be refunded.

10.2. Partial Refunds for Allotted Securities. If the Subscription Agreement is accepted only in part, the Company shall ensure that the corresponding portion of the Aggregate Purchase Price related to the Securities not allotted is returned via the Portal's escrow mechanism, without interest or deduction.

10.3. Repayments

10.3.1. Direct Deposit of Repayments. In compliance with AML obligations, all repayments must be deposited solely into a bank account belonging to the Investor or their Wallet in Togetherise, if applicable.

10.3.2. Repayment Processing Fees. The Company shall bear all fees associated with repayment processing and distribution. These fees must not be deducted from the funds delivered for distribution to Investors.

10.3.3. Use of Togetherise Services for Repayments. To provide comprehensive integrated reporting and notification services to Investors, the Company must utilize Togetherise's platform to distribute repayments to Investors, if Togetherise provides repayment services. If Togetherise's services are unavailable for any reason, the Company must directly manage repayments using an alternative, credible service provider that ensures compliance with all applicable laws, including anti-money laundering (AML) obligations. The Company must notify Togetherise and all Investors of this change, including the details of the current repayment process and a report of all repayments made up to the date of the notification.

10.4. Refund and Repayment Timelines. The Company must ensure that all refunds and repayments are initiated within five (5) Business Days from the decision time or the time they are due under this Subscription Agreement or the Note. This timeline applies solely to the initiation of transfers to the designated financial institution, and any processing time required by the financial institution is excluded from this period.

Part 4: Company Commitments

11. Representations, Warranties, and Covenants by the Company. The Company represents, warrants, and covenants to the Investor (and acknowledges that the Investor is relying on these representations, warranties, and covenants) as follows:

11.1. Corporate Authority, Existence, and Authorization. The Company is duly incorporated, organized, and validly existing under the laws of the jurisdiction specified in the Offering Document and is qualified to carry on its business in each jurisdiction where such qualification is required. The Company possesses the corporate power and authority to conduct its business, own, lease, and operate its properties and assets, and execute, deliver, and perform its obligations under this Subscription Agreement and any related documents. At the Closing Time, this Subscription Agreement will be duly authorized, executed, and delivered by the Company, constituting a legal, valid, and binding obligation enforceable against the Company in accordance with its terms, subject to laws relating to bankruptcy, insolvency, or creditors' rights generally, equitable principles, and limitations on rights of indemnity or contribution under applicable laws.

11.2. Compliance with Laws and Issuance of Securities. The Company represents and warrants that it meets all conditions and requirements under National Instrument 45-110 (NI 45-110) to prepare the Offering and enter into this Subscription Agreement. The Company further represents that the sale, issuance, and delivery of the Revenue Sharing Notes will comply with applicable Securities Laws, including prospectus exemptions. Upon issuance and full payment of the Aggregate Purchase Price, the Notes will constitute valid and binding obligations of the Company, enforceable in accordance with their terms.

11.3. Accuracy of Information. All data and information provided by the Company in connection with this Subscription Agreement, the Revenue Sharing Notes, and the Offering are accurate, complete, and not

misleading. The Company represents that no material facts have been omitted that would make the provided information misleading or incomplete.

11.4. No Cease Trade Orders. No order ceasing or suspending trading in the Company's securities, or prohibiting the sale of the Notes, has been issued or remains outstanding.

Part 5: Role of Togetherise

12. General Role. Togetherise operates as a non-registered funding portal under National Instrument 45-110 (NI 45-110), facilitating crowdfunding through its platform. Its responsibilities include subscription processing, escrow management, holding funds in trust at a Canadian financial institution separate from Togetherise's assets, and providing administrative and operational support, such as managing repayments authorized by the Company. Togetherise also facilitates transaction completion on the Portal by managing escrow payments, ensuring the delivery of executed agreements to the Company, and providing evidence of ownership of the Investor's Securities.

Togetherise's role is strictly limited to that of a platform operator and does not involve guaranteeing the performance of the Securities, ensuring the financial condition of the Company, or providing advice, suitability assessments, or endorsements regarding the Securities. Togetherise does not act as an agent, fiduciary, or advisor for either Investors or the Company. Its actions are purely administrative in nature and do not create liability or obligations for the outcome of the investment or the Company's financial operations.

Part 6: Legal and Miscellaneous Clauses

13. Personal Information. The Investor acknowledges that this Subscription Agreement requires the provision of certain Personal Information to the Company as reasonably necessary for the sale of Securities. Such information will be collected and used by the Company for purposes including completing the sale of Securities, filing documents required by securities regulatory authorities, and processing repayments related to the Securities. The Investor agrees that their Personal Information may be disclosed by the Company to stock exchanges, applicable securities regulatory authorities, payment processors, and the Company's registrar and transfer agent.

By executing this Subscription Agreement, the Investor consents to the collection, use, and limited disclosure of their Personal Information for these purposes, including the filing of any necessary documents with stock exchanges or securities regulatory authorities. The Investor further acknowledges and agrees that the information provided in this Subscription Agreement—including but not limited to their name, address, telephone number, email address, number of Securities purchased, Aggregate Purchase Price, Closing Date, exemption relied upon, Registrant or Insider status (if applicable), and bank information for repayment purposes—may be disclosed to securities regulatory authorities in each province or territory of Canada where the Securities are distributed. Such information is collected under the authority granted by applicable securities legislation for administration and enforcement purposes, and by executing this Subscription Agreement, the Investor authorizes this indirect collection.

Questions Regarding Information Collection. If the Investor has any questions regarding the indirect collection of their information, they may contact the applicable securities regulatory authority using the contact information set out in Schedule "C" (Contact Information for Canadian Securities Commissions).

14. Handling of Collateral. If applicable, the Company may provide guarantees, securities, or collateral (collectively, "Collateral") to secure its obligations under this Subscription Agreement and the Notes. Any Collateral shall be held and administered by an independent, licensed third-party trustee or escrow agent (the "Collateral Trustee") designated by the Company. The role of the Collateral Trustee shall be strictly limited to the safekeeping and administration of Collateral in accordance with applicable laws. The responsibilities of the Collateral Trustee shall include:

- Holding and maintaining custody of the Collateral in accordance with the terms of this Subscription Agreement and the Notes.

- Releasing or enforcing the Collateral as directed by the Investors in accordance with applicable security agreements.
- Providing periodic reports to Investors on the status of the Collateral.

The Collateral Trustee shall not provide investment advice, assess the adequacy or sufficiency of the Collateral, or assume any fiduciary duty beyond its administrative role. Together shall not act as the Collateral Trustee, nor shall it have any responsibility for securing, holding, or enforcing Collateral on behalf of Investors. Any enforcement actions related to the Collateral shall be carried out solely by the Investors or their authorized representatives, in accordance with applicable laws and the terms of the Notes.

15. Confidentiality. Confidential Information refers to any non-public, confidential, personal, or proprietary information disclosed by either party to the other in connection with this Subscription Agreement, whether orally, in writing, or electronically. This includes, but is not limited to, information relating to the Company's business, operations, financials, intellectual property, or other assets, as well as the Investor's personal and financial information provided under this Agreement, including subscription details, payment information, and any other information required for compliance with applicable laws. Confidential Information also includes any analysis, compilation, or document derived from such information. Confidential Information does not include information that becomes publicly available without breach of this Agreement by the receiving party, was already in the possession of the receiving party prior to its disclosure as evidenced by written records, is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is required to be disclosed by law or a regulatory authority, provided the receiving party promptly notifies the disclosing party and limits such disclosure to the minimum extent necessary.

Each party agrees to hold the other's Confidential Information in strict confidence, take reasonable measures to prevent its disclosure to third parties, and use it solely for purposes directly related to the performance of this Subscription Agreement. Neither party shall disclose Confidential Information without the prior written approval of the disclosing party. The obligations under this clause shall survive the termination of this Subscription Agreement.

16. Governing Law. This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Investor irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any disputes, claims, or matters arising out of or in connection with this Subscription Agreement.

17. Term of the Agreement. This Subscription Agreement will remain in effect until terminated as provided below:

17.1. Termination Upon Refund and Non-Issuance of Notes. If the Notes are not issued due to unmet conditions of Closing or Issuance, and the Aggregate Purchase Price is refunded to the Investor as outlined in Clause 10.1, this Agreement shall terminate automatically upon the completion of the refund.

17.2. Automatic Termination Upon Fulfillment of Obligations. This Agreement shall terminate automatically upon the Company's fulfillment of all obligations under the Offering Document and the Note, whether through full repayment of all amounts owed or the issuance of shares to the Investor upon a conversion event, as specified in the Note. Upon termination, all rights and obligations of the Investor under this Agreement and the Note shall be extinguished, in accordance with the provisions outlined in the Note regarding extinguishment of rights.

17.3. Survival of Obligations. Notwithstanding termination, any obligations or rights that, by their nature, are intended to survive termination—such as obligations related to confidentiality, governing law, indemnification, and dispute resolution—shall continue in full force and effect.

18. Breach of Agreement. The following provisions apply in the event of a breach of this Subscription Agreement or the Note:

18.1. Breach by the Investor. If the Investor breaches any of their obligations, representations, or warranties under this Subscription Agreement or the Note, the following provisions shall apply:

- 18.1.1. Material Misrepresentation:** If it is discovered that the Investor provided false or misleading information during the subscription process or afterward, the Company may void or rescind the Notes issued to the Investor, subject to applicable laws. The Investor shall indemnify and hold the Company harmless for any losses, damages, or expenses, including reasonable legal fees, incurred as a result of such breach.
- 18.1.2. Failure to Provide Required Documentation:** If the Investor fails to submit required documentation (e.g., tax forms or acknowledgment forms) necessary for compliance, the Company may suspend any payments or obligations owed to the Investor under the Note until the breach is remedied.
- 18.1.3. Unauthorized Transfer or Assignment:** If the Investor transfers or assigns the Note without prior written consent, the transfer shall be deemed invalid, and the Company reserves the right to refuse recognition of the assignee's rights.
- 18.1.4. Consequences of Breach:** The Investor forfeits any rights under the Note, including Revenue Share payments, conversion rights, or any other entitlements. The Company may seek damages and other remedies available under applicable laws.
- 18.2. Breach by the Company.** If the Company breaches any of its obligations, representations, or warranties under this Subscription Agreement or the Note, the following provisions shall apply:
- 18.2.1. Misrepresentation or Non-Compliance with NI 45-110:** If it is discovered that the Company failed to comply with the conditions of NI 45-110 or made material misrepresentations in the Offering Document or this Subscription Agreement, the Investor may pursue rescission of the Subscription Agreement and damages resulting from the breach.
- 18.2.2. Failure to Issue Notes:** If the Company fails to issue Notes in accordance with this Subscription Agreement, the Investor shall be entitled to a full refund of the Aggregate Purchase Price, without interest, deductions, or additional charges, through the Portal's escrow mechanism.
- 18.2.3. Default:** In the event of a default, including failure to make repayments or failure to issue conversion shares as outlined in this Agreement and the Note, the Company acknowledges that the remedies available to Investors shall be as specified in the Note. These remedies include, but are not limited to, the execution of a Buyback, enforcement of any security interests or guarantees provided, or any other remedies permitted under the Note and applicable laws. If obligations under the Note are fulfilled through share issuance or repayment, such fulfillment shall satisfy all obligations, and the Note shall terminate in accordance with its terms.
- 18.2.4. Consequences of Breach:** If a breach or default occurs and is not remedied within the specified cure period, the Company's obligations under the Note shall accelerate, and all amounts due under the Note shall become immediately payable as specified in the Note. Investors may seek remedies outlined in the Note, including the execution of a Buyback, enforcement of security interests, or any other actions permitted under applicable securities laws and regulations. If the breach or default occurs prior to termination through share issuance or repayment, these remedies shall remain available in accordance with the terms of the Note.
- 18.3. General Provisions for Breach by Either Party**
- 18.3.1. Notice of Breach:** The non-breaching party shall provide electronic notice to the breaching party, specifying the nature of the breach and a reasonable time period to cure the breach, if applicable.
- 18.3.2. Indemnification:** The breaching party shall indemnify and hold harmless the non-breaching party from any losses, damages, costs, or expenses (including legal fees) resulting from the breach.
- 18.3.3. Survival of Remedies:** The remedies set forth in this section are cumulative and shall survive the termination of this Subscription Agreement.
- 18.3.4. Termination Upon Breach:** If the breach is not remedied within the specified cure period, the non-breaching party may terminate this Subscription Agreement without prejudice to any other rights or remedies available under this Agreement, the Note, or applicable laws. If the breaching party is the Company, it shall immediately execute the Buyback mechanism as defined in the Note.

19. Indemnity

19.1. Indemnification by the Investor. The Investor agrees to indemnify and hold harmless the Company, Togetherise, and their respective directors, officers, employees, agents, shareholders, and unitholders (collectively, the "Indemnified Parties") from any losses, liabilities, claims, damages, or expenses, including reasonable legal fees and costs, arising from:

- Any misrepresentation, untruth, or inaccuracy in the Investor's representations or warranties in this Subscription Agreement or related documents; or
- Any breach of, or failure to comply with, the Investor's covenants or obligations under this Subscription Agreement or related documents.

19.2. Indemnification by the Company. The Company agrees to indemnify and hold harmless the Investor and Togetherise, including their respective directors, officers, employees, and agents, from any losses, liabilities, claims, damages, or expenses, including reasonable legal fees and costs, arising from:

- Any misrepresentation, untruth, or inaccuracy in the Company's representations or warranties in this Subscription Agreement, the Note, or the Offering Document; or
- Any breach of, or failure to comply with, the Company's covenants or obligations under this Subscription Agreement, the Note, or the Offering Document, including the failure to execute the Buyback mechanism as required under the Note.

20. Amendments and Waivers. This Subscription Agreement may only be amended, modified, or supplemented by a written agreement signed by both the Company and the Investor. However, amendments to the terms of the Note, including those requiring Majority Investors' consent, shall be governed by the provisions of the Note. The Company shall notify all Investors of any amendments approved under the Majority Investors' consent clause within the timeframe specified in the Note.

21. Assignment. This Subscription Agreement is binding upon and benefits the Investor, the Company, and their respective successors and permitted assigns. Neither party may assign or transfer their rights or obligations under this Subscription Agreement without the prior written consent of the other parties. Any assignment or transfer by the Investor must comply with all applicable laws, including Securities Laws, and is subject to the express written consent of the Company. For clarity, any unauthorized assignment or transfer of this Subscription Agreement or the rights and obligations contained herein will be deemed null and void.

22. Severability. If any provision of this Subscription Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under applicable law, such provision shall be severed from this Subscription Agreement and shall be of no force or effect. The remaining provisions of this Subscription Agreement shall continue to be valid, enforceable, and binding upon the parties, and the Agreement shall be construed as though such illegal, invalid, or unenforceable provision had not been included.

Part 7: Final Provisions

23. Electronic Transactions and Disclosures. By entering into this Subscription Agreement, the Investor consents to transact business electronically with the Company and Togetherise, acknowledging that Togetherise operates primarily online as its crowdfunding platform. The Investor agrees to receive all documents, communications, notices, disclosures, contracts, agreements, and updates arising from or relating to this Subscription Agreement, the Offering Document, or the Revenue Sharing Notes through electronic means, such as the Portal, email, or other secure online services designated by the Company.

This consent includes, but is not limited to, disclosures required under applicable laws, notices related to the Offering or this Agreement, executed agreements, amendments, modifications, updates on repayments, revenue reporting, and other obligations under the Notes. The Investor acknowledges that the Company may not be able to provide physical copies of documents or updates and agrees that electronic communication satisfies all legal requirements for such disclosures or notices. The Investor further agrees to maintain a valid email address and necessary means to receive electronic communications and to promptly notify the Company of any changes to

their contact information.

24. Electronic Signatures and Counterparts. The Investor represents and warrants that any electronic signature submitted on this Subscription Agreement, whether via Togetherise or any other digital platform or service authorized by the Company, is a true and correct equivalent of their handwritten signature. Such electronic signatures are legally binding and enforceable as if signed in physical form, in compliance with applicable laws governing electronic transactions. This Subscription Agreement may be executed in counterparts, each of which, when delivered in original, facsimile, or electronic form, shall be deemed an original, and all counterparts together shall constitute one and the same document.

25. Notices

25.1. Electronic Communication for Notices. The Investor acknowledges and agrees that all notices, requests, demands, required disclosures, and other communications from the Company, Togetherise, or their respective affiliates (each a "Notice") will be transmitted electronically to the email address provided in the **Details of Subscription** section of this Agreement.

25.2. Effectiveness of Notices. All Notices will be deemed duly given and effective upon: (i) transmission by email during normal business hours of the recipient, or on the next business day if sent outside of those hours; (ii) posting on the Portal, if designated for such communications under the Subscription Agreement; or (iii) delivery through any other method specified in the Note, in compliance with its notice requirements.

25.3. Investor's Responsibility to Update Contact Information. The Investor agrees to promptly notify the Company of any changes to their registered email address within five (5) Business Days and to their mailing address within ten (10) Business Days. Both changes must be communicated to the Company through the Portal, where applicable.

25.4. Communication with the Company or Togetherise. The Investor shall send all Notices or other required communications to the Company via the email address specified in the Offering Document or, if addressed to Togetherise, to [info@togetherise.fund].

26. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Subscription Agreement, including any question regarding its existence, interpretation, validity, breach, or termination, shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules. The arbitration shall be held in Toronto, Ontario, and proceed in accordance with the provisions of the Arbitration Act (Ontario). The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties. If the parties are unable to agree on an arbitrator within thirty (30) days of a written request for arbitration by either party, the arbitrator shall be appointed by the Canadian Arbitration Association. The arbitrator(s)' decision shall be final and binding, with no right of appeal. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The costs of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally between the Company and the Investor, unless otherwise allocated by the arbitrator(s).

This clause does not limit the parties' right to seek interim or injunctive relief in a court of competent jurisdiction, including to preserve rights or enforce obligations pending the final resolution of the dispute.

27. Entire Agreement. This Subscription Agreement, including all schedules and attachments, constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, negotiations, and communications, whether written or oral. No amendment, modification, or waiver of any provision of this Subscription Agreement shall be effective unless made in writing and signed by all parties.

28. Language. The undersigned hereby requests that all documentation available, including the Securities, be prepared and provided in the English language only.

Dans le cadre du placement proposé des billets convertibles liés aux revenus de la Société, le soussigné demande par les présentes à ce que toute la documentation disponible, y compris les billets convertibles liés aux revenus, soit rédigée et soumise en la langue anglaise seulement.

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

30. Currency. All monetary amounts referred to in this Subscription Agreement are stated in Canadian dollars unless expressly indicated otherwise.

31. Further Assurances. Each party agrees to perform all acts and execute all documents, agreements, and other instruments reasonably necessary or desirable to fully effectuate and carry out the provisions and intent of this Subscription Agreement.

32. Singular, Plural, and Gender. Where the context requires, words importing the singular shall include the plural, and vice versa, and words importing gender shall include all genders.

33. Headings. The headings in this Subscription Agreement are included for convenience only and shall not affect its meaning, construction, or interpretation.

Part 8: Schedules

- **Schedule A:** Convertible Revenue-Linked Promissory Note.
- **Schedule B:** Risk Acknowledgment Form (Form 45-110F2).
- **Schedule C:** Contact Information for Canadian Securities Commissions.



Schedule A: Convertible Revenue-Linked Promissory Note

This Convertible Revenue-Linked Promissory Note (the “Note”) is issued on ----- (the “Effective Date”)

BY: -----, a [corporation incorporated under the Business Corporations Act (Ontario)] having its head office at -----, with email ----- and address ----- (the “Issuer”, the “Company”).

TO: ----- (the “Investor”)

WHEREAS:

- i. This Note has been issued pursuant to a subscription agreement between the Issuer and the Investor dated ----- (the “Subscription Agreement”), under which the Investor provided ----- (the “Principal”, or “Aggregate Purchase Price”) to the Issuer.
- ii. The Issuer wishes to issue this Note to the Investor on the Effective Date to evidence the obligations of the Issuer to repay the Principal, along with any additional amounts due, including Revenue Share payments and other amounts as specified in this Note, and to set out other terms of repayment.
- iii. This Note is one of a series of Notes of equal terms entered into by the Issuer (the “Notes”) pursuant to an offering of convertible revenue-linked promissory notes of the Issuer (the “Offering”).

The following is a statement of the rights of the Investor and the terms and conditions to which this Note is subject, and to which the Investor hereof, by the acceptance of this Note, agrees.

1. Definitions

- **Buyback:** The Issuer’s right or obligation to repurchase the Investor’s rights under the Note by repaying the Repayment Obligation Amount, as described in Article 2.4 of the Note.
- **Conversion Discount:** The percentage discount applied to the share price during a Qualified Financing or Liquidity Event conversion, as specified in the Revenue Sharing Parameters Table.
- **Estimated APR:** The estimated annual percentage rate for the Investor, based on the Issuer’s business plan and Revenue Share parameters, as outlined in the Revenue Sharing Parameters Table.
- **Liquidity Event:** A transaction or event, including but not limited to a merger, acquisition, or sale of substantially all of the Company’s assets, that provides the Investors an opportunity to liquidate their Securities.
- **Offering Document:** A completed Form 45-110F1 *Startup Crowdfunding Offering Document*, together with any amendments to that document and any document incorporated by reference therein.
- **Portal:** The Togetherise crowdfunding platform accessible at [[Togetherise.fund](https://togetherise.fund)].
- **Principal (or “Aggregate Purchase Price”):** The total dollar value of the subscription for the Notes, representing the initial amount provided by the Investor to the Issuer under this Note, as stated in the Subscription Agreement.
- **Qualified Financing:** A financing event in which the Issuer raises at least three times the total Principal amount of all Notes, as described in Article 3.4 of the Note.
- **Repayment Obligation Amount:** The lesser of: (i) the remaining Principal plus the Estimated APR accrued from the Effective Date to the relevant date (e.g., payment date or conversion date), plus any other amounts due; or (ii) the unpaid portion of the Total Repayment Amount, plus any other amounts due.

- **Revenue Share:** A percentage of the Issuer's revenue, as defined in the Revenue Sharing Parameters Table, payable to the Investor until the Total Repayment Amount is fully met, in accordance with the terms of this Note.
- **Revenue Sharing Parameters Table:** A table outlining key terms of the Note, including the Revenue Source, Revenue Share Percentage, Total Repayment Multiplier, and other relevant parameters.
- **Total Repayment Amount:** The total amount the Issuer is obligated to repay to the Investor, equal to a multiple of the Principal, as specified in the Revenue Sharing Parameters Table.

2. Repayment, Buyback and Security

2.1. Revenue sharing model. The revenue-sharing model is based on the parameters outlined in the Revenue Sharing Parameters table below:

The Issuer agrees to pay the Investor a percentage of its revenue (the “**Revenue Share**”), calculated based on either Gross Revenues (total revenues derived from the sale of goods or services before any deductions) or Net Revenues (total revenues after deductions for refunds, shipping, handling, and other operational expenses), until the Investor has received a total multiple of the Principal (the “**Total Repayment Amount**”).

Payments will be made on a regular basis, starting after a specified number of days from the Effective Date, and will continue until the Total Repayment Amount is fully paid.

In the event of any conversion as described in Article 3, the Investor's Note, upon their request, will be converted into the specified type of shares of the Issuer at a predefined discount, with the rights outlined below.

The Issuer may provide collateral or guarantees, as specified in the table, including the types of collateral, personal or business guarantees, the names of guarantors and the amounts guaranteed. In the event of default, the Issuer's obligations will be secured by these guarantees and collateral, with repayment priorities determined outlined in this Note.

The Issuer ESTIMATES, based on its business plan and the Revenue Share parameters, the Annual Percentage Rate (Estimated APR) for the Investor, as indicated in the table below.

Parameter	Value
Revenue Source	[net/gross] revenue
Revenue Share Percentage	[e.g., 15%]
Total Repayment Multiplier	[e.g., 1.3]
Payment Frequency	[e.g., Monthly]
Repayment Start Date	[e.g., 30] days from the Effective Date
Estimated APR	[e.g., 14%]
Conversion Discount	[20%]
Share Type	[Common Shares / Non-convertible Preferred Shares]
Shareholder Rights	[Voting rights / Dividend rights / Pre-emptive rights / Right to inspect financial records / Liquidation preferences / -----]
List of Collaterals	[List of pledged assets with their current values, or state “None”]
List of Guarantees	[List of guarantees, the guarantors, and the type and value of their collateral, or state “None”]
Higher-priority Secured Debts	[List the higher-priority debts, or state “None”]

Revenue Sharing Parameters Table

2.2. Proportional Distribution of Repayments. All payments made by the Issuer, whether for Revenue Share, prepayments, partial repayments, or repayments during an Event of Default, shall be distributed to the

Investors on a **pro rata basis**. Each Investor will receive a portion of the payment proportional to the Principal amount of their Notes relative to the total Principal amount of all Notes issued under the Offering.

2.2.1. Rounding of Payment Amounts. All Canadian dollar amounts used in or resulting from the calculation of amounts due under this Note shall be rounded to two decimal places (any amounts beyond two decimal places will be disregarded). The cumulative amounts disregarded due to rounding errors shall be tracked and added to the final repayment amount due on each series of Notes held by the Investor.

2.3. No Interest. The Revenue Share replace traditional interest payments. No interest will accrue on the Principal.

2.4. Buyback. The Issuer may, at its discretion or as required under this Note, execute a Buyback by repaying the Repayment Obligation Amount. Upon execution of the Buyback, the Investor will have no further claims to conversion or repayment, and all rights associated with the Note will be extinguished.

2.5. Secured Obligation Upon Default. The Issuer secures the repayment of the Principal, along with any other amounts owed under this Note, by granting the Investor a security interest in all of its personal property, both existing and future, including but not limited to specific pledged assets. These pledged assets include, but are not limited to, accounts, inventory, equipment, general intangibles, financial assets, investment property, securities (as financial instruments), deposit accounts, and the proceeds thereof.

2.5.1. Collateral. The Issuer provides cashable collateral (e.g., bank cheque, certified cheque, or letter of credit) as outlined in the Revenue Sharing Parameters Table to secure the repayment obligation. In the event of default, the Investor may file any necessary documentation to perfect or enforce the security interests provided by the collateral in the applicable jurisdiction, without the need for additional legal proceedings or notice.

2.5.2. Guarantees. The Issuer's principals, shareholders, or third-party entities may provide guarantees for the repayment of the Note in case of default. Guarantors must sign agreements specifying the type and amount of collateral, as outlined in the table.

2.6. Extinguishment of Rights. Upon Buyback, conversion of the Note, or full repayment of the Total Repayment Amount plus any other amounts due, the Investor will have no further claims to conversion or repayment, and all rights associated with the Note will be extinguished.

2.7. Payment True-Up Mechanism. The Issuer shall provide Investors with quarterly updates on its revenue performance. To ensure the accuracy of Revenue Share payments, the Issuer agrees to perform a true-up adjustment at the end of each fiscal year based on its annual financial statements or tax returns. If the Issuer's actual revenue for the year differs from the amount previously reported and used to calculate Revenue Share payments, the Issuer must adjust the discrepancy in the next payment. If the Issuer underpays, it shall pay the remaining amount in the next payment, along with an additional adjustment fee equal to 20% of the shortfall. This true-up adjustment will be reconciled within 30 days after the Issuer's financial statements or tax returns are finalized.

2.7.1. Final Year Adjustment: Upon reaching the Total Repayment Amount, the Issuer shall provide financial statements or tax filings for the final period (from the start of the fiscal year to the date of the final payment) within 90 days of the last repayment to confirm that all payments, including the final payment, were made accurately and on time. If the Issuer is found to have made any payments after their due date, the Issuer shall pay an adjustment fee equal to 20% of the delayed payment amounts to Investors within 30 days. Failure to provide the required financial documentation or pay the adjustment fee within the specified timeframes shall constitute a default under this Note.

3. Conversion

3.1. No Rights Before Conversion. The Investor shall not have any shareholder rights, including voting or dividend rights, until the Note is converted into shares. Prior to conversion, the Investor is not considered a shareholder of the Issuer for any purpose.

3.2. Conversion Types and Shareholder Rights. In the event of conversion, the Repayment Obligation Amount shall be converted into the share type specified in the Revenue Sharing Parameters Table. Upon conversion,

these shares will grant the Investor the rights described in the table.

3.3. Conversion Discount. Upon conversion of the Repayment Obligation Amount under this Note, the Investor will receive a conversion discount as specified in the Revenue Sharing Parameters Table. This ensures that the Investor acquires shares at a price lower than the market or offering price.

3.4. Qualified Financing Conversion. If the Issuer completes a Qualified Financing with a minimum amount equal to three times the Principal amount of all Notes before full repayment of the Total Repayment Amount plus any other amounts due, any remaining portion of the Note, upon the Investor's request within 10 business days of receiving notice, will convert into shares at the lowest price per share offered in the Qualified Financing. The Issuer must provide written notice to the Investor of the Qualified Financing at least 10 business days before the financing closes. This notice must include all necessary information for the Investor to make an informed decision, including any agreements or documents the Investor must sign to complete the conversion. If the Investor does not elect to convert within the specified period, the Note will continue under its original terms until the Total Repayment Amount, plus any other amounts due, is paid in full. Upon conversion, the Investor waives any rights to further Revenue Share payments.

3.5. Liquidity Event Conversion. If a Liquidity Event (e.g., merger, acquisition, or sale of substantially all assets) occurs before full repayment of the Total Repayment Amount plus any other amounts due, any remaining portion, upon the Investor's request within 10 business days of receiving notice, will convert into shares at a price equal to highest-ranking shares involved in the Liquidity Event. The Issuer must provide written notice to the Investor at least 10 business days before the Liquidity Event closes. This notice must include all necessary information for the Investor to make an informed decision, including any agreements or documents the Investor must sign to complete the conversion. If the Investor elects not to convert within the specified period, the Issuer shall execute a Buyback of the Note in accordance with Article 1.4. Upon conversion, the Investor waives any rights to further Revenue Share payments.

3.6. Issuance of Securities Upon Conversion. Within 15 days after conversion, the Issuer, at its expense, shall issue and deliver to the Investor a certificate for the number of Shares to which they are entitled. Certificates will include any required legends restricting transfer under applicable securities laws. No fractional shares shall be issued; fractions will be rounded to the nearest whole share.

3.7. Condition for Conversion. As a condition of conversion, the Investor agrees to enter into any shareholders' agreements, voting trust agreements, or any other agreements required by the Issuer, at the time of issuance of the conversion shares, if applicable.

3.8. Reservation of Shares. If the number of authorized shares is insufficient for full conversion, the Issuer shall take necessary corporate action to increase its authorized shares to ensure sufficient shares are available for conversion.

3.9. Investor Responsibility for Conversion Eligibility. The Investor confirms that they are eligible to hold shares in the Issuer. If, due to legal restrictions, conflicts of interest, or any other issues, the Investor is unable to receive shares, they agree to bear full responsibility for this ineligibility. In such cases, the conversion request will be disregarded: in the event of a Qualified Financing Conversion, the Note will continue under its original terms; in the case of a Liquidity Event Conversion, the Issuer will execute a Buyback of the Investor's Note in accordance with Article 2.4. The Issuer will not be liable for any consequences arising from the Investor's inability to hold shares.

4. Event of Default and Investor Remedies

4.1. Events of Default. An Event of Default under this Note occurs if:

4.1.1. Failure to Make Payments. The Issuer fails to make any Revenue Share payment within 7 days of the due date.

4.1.2. Failure to Issue Conversion Shares. The Issuer fails to issue the conversion shares to the Investor as required under Article 3.

- 4.1.3. Insolvency.** The Issuer makes an assignment for the benefit of creditors, or any proceeding alleging insolvency is instituted and not dismissed within 90 days.
- 4.1.4. Liquidation or Dissolution.** The liquidation, dissolution, or any termination or winding-up of the Issuer's business occurs.
- 4.1.5. Appointment of a Receiver.** A receiver is appointed for the Issuer or its assets.
- 4.1.6. Bankruptcy.** Bankruptcy proceedings are instituted by or against the Issuer, and are not dismissed within 90 days.
- 4.2. Repayment Obligations Upon Default.** Upon the occurrence of any Event of Default, all unpaid amounts under this Note, including the Principal, accrued obligations, and any other amounts due, shall automatically become immediately due, payable, and collectible in accordance with applicable law. The Issuer must execute a Buyback as outlined in Article 2.4. In the event of a Failure to Issue Conversion Shares, the Issuer must also pay an additional amount equivalent to the value of the conversion discount the Investor would have received. If obligations under this Note are fulfilled through share issuance or repayment, such fulfillment shall satisfy all obligations under this Note, and the Note shall terminate in accordance with its terms.
- 4.3. Automatic Remedies and Enforcement Upon Default.** In all cases of default, the Issuer must execute the Buyback and make any required payments within 30 days, following the subordination and priority of payment rules outlined in this Article. No further action from the Investor is required.
- 4.3.1. Enforcement of Security and Guarantees.** If the Issuer fails to fulfill its payment obligations or otherwise defaults, the Investor may enforce any security interests or guarantees provided without additional legal proceedings or notice. The Investor has the right to: i) Enforce Security Interests by filing the necessary documentation to perfect or enforce the security in the applicable jurisdiction; and/or ii) Demand Repayment from Guarantors, seeking full repayment from personal or business guarantors as applicable, including taking legal action to claim pledged collateral or enforce personal guarantees associated with this Note.
- 4.3.2. Legal Action.** The Investor retains the right to pursue legal action for recovery of amounts owed under this Note, including the enforcement of security or guarantees, or any damages resulting from the Issuer's failure to meet its obligations.
- 4.3.3. Dispute Resolution.** Any dispute, controversy, or claim arising out of or related to this Note shall be resolved exclusively through arbitration, as described in the Dispute Resolution section of this Note.
- 4.4. Subordination and Priority of Payment.** In a Termination Default (e.g., insolvency, bankruptcy, liquidation), amounts exceeding the Principal (including unpaid Revenue Shares and any other amounts due) shall rank *pari passu* (equal in priority) with other unsecured debts of the Issuer.

For all other cases, including repayment of the Principal, the Investor's claim will have priority over all unsecured debts of the Issuer. The Principal, and all other amounts due in non-termination defaults, are subordinate only to the Issuer's existing secured debts, if any, as specified in the Revenue Sharing Parameters Table.

5. Miscellaneous

- 5.1. Application of Payments and Priorities.** All Notes issued under this agreement rank equally without preference or priority (*pari passu*). Payments made on the Notes shall be applied proportionately based on the original Principal amount of each Note. All payments under this Note will be applied in the following priority order: i) Any accrued fees, expenses, or costs associated with the execution of this Note, including repayment processing fees or any applicable legal fees; ii) Repayment of the Principal; and iii) Any remaining portion allocated to outstanding Revenue Shares.
- 5.2. Remedies.** The Issuer and all endorsers of this Note waive notice, presentment, protest and notice of dishonour.
- 5.2.1.** The Issuer shall reimburse all reasonable costs of collection incurred by the Investor, including attorneys'

fees and related expenses, if enforcement of this Note is required. This waiver does not extend to statutory rights that cannot be waived under applicable law.

5.3. Notices. Any notice, announcement, or communication under this Note must be given electronically and will be considered effective:

5.3.1. When sent by email during normal business hours (defined as [9:00 AM to 5:00 PM, Monday to Friday, in the recipient's time zone]), or on the next business day if sent outside those hours;

5.3.2. When posted on the Portal, provided the Portal is designated for such communications under the Subscription Agreement;

5.3.3. Any other method agreed upon in writing by the Issuer and the Investor.

The Investor's email address for receiving notices shall be as indicated in the Subscription Agreement, and the Issuer's contact details shall be as specified in the Offering Document. The Investor agrees to promptly notify the Company of any changes to their registered email address within five (5) Business Days and their mailing address within ten (10) Business Days. Both changes must be communicated to the Company through the Portal, if applicable. Notices provided under this Note shall adhere to the notice requirements outlined in the Subscription Agreement.

5.4. Amendments and Waivers.

5.4.1. Waiver of Default or Breach: The Investor may waive any default or breach by the Issuer of the provisions contained in this Note. Such waiver must be in writing to be effective. A waiver shall not extend to any future breach or default, whether or not similar to the one waived, unless expressly stated in the waiver. No action or inaction by the Investor shall be deemed a waiver of any right to enforce any provision or any subsequent breach by the Issuer.

5.4.2. Granting Extensions and Indulgences: The Investor may, at their discretion, grant extensions of time or other indulgences to the Issuer without affecting the Issuer's liability or the Investor's rights, remedies, and powers under this Note. Any extension of time or forbearance does not operate as a waiver, alteration, or amendment of the rights of the Investor, nor does it preclude the Investor from enforcing those rights at any time.

5.4.3. Amendments and Waivers with Consent of Majority Investors: Any term of this Note may be amended, and the observance of any term may be waived (either generally or in a particular instance) with the written consent of both the Issuer and the Investor. However, if an amendment or waiver is consented to in writing by the holders of a majority of the outstanding principal amount of all Notes (the "Majority Investors"), such amendment or waiver shall apply to this Note and all other Notes, notwithstanding that the individual Investor did not consent to it. In such cases, the Issuer shall notify all Investors of any approved amendments or waivers, within 30 days of receiving the necessary consent.

5.4.4. Binding Nature of Amendments: Any amendment, waiver, extension, or indulgence granted by the Majority Investors shall be binding on all Investors if: i) The Investor has received advance notice of the proposed amendment or waiver, and ii) The Investor is provided with confirmation of approval of the amendment or waiver by the Majority Investors within 60 days of such approval.

5.4.5. No Implied Waivers: No failure by the Investor to exercise, and no delay in exercising, any right, remedy, or power under this Note shall operate as a waiver of that right or power. Similarly, no single or partial exercise of any right, remedy, or power shall preclude any other or further exercise of it, or the exercise of any other right, remedy, or power.

5.5. Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Note, including any breach, termination, or validity thereof, shall be resolved exclusively through binding arbitration under the rules of the Canadian Arbitration Association. The arbitration shall be conducted in the province of Ontario, in accordance with the laws of Ontario and Canada applicable therein. The arbitration process shall replace any mediation process, and no mediation will precede arbitration unless mutually agreed by the parties. The decision of the arbitrator(s) shall be final and binding on the parties, and judgment on the award rendered may be entered in any court having jurisdiction.

5.6. Headings. Headings are for convenience only and do not affect interpretation. Defined terms shall apply equally to singular and plural forms, and the terms "including," "includes," and "include" shall always be interpreted as "including without limitation."

5.7. Governing Law. This Note is governed by the laws of the province of Ontario and the laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of Ontario courts without reference to conflict of law principles.

5.8. Language. The parties confirm that this Note and all related documents are drawn up in English only.

Les parties confirment leur volonté que la présente convention et tous les documents s'y rattachant soient rédigés en anglais seulement.

5.9. Currency. All references herein to "\$" or "dollars" shall be deemed to be references to the lawful currency of Canada (CAD).

5.10. Successors and Assigns. This Note binds and benefits the successors and assigns of both the Issuer and the Investor.

5.11. Severability. If any provision is unenforceable, it shall be excluded, and the remaining provisions shall remain enforceable.

5.12. Counterparts. This Note may be executed in counterparts, each of which is deemed an original. Execution and delivery by electronic means (including PDF or electronic signature platforms) are valid.

IN WITNESS WHEREOF, the Issuer has caused this Convertible Revenue-Linked Promissory Note to be signed as of the date first written above.

The Issuer: _____

By: (Name:) _____ (Title:) _____

Agreed and acknowledged:

The Investor: _____

By: (Name:) _____ (Title:) _____

Schedule B: Form 45-110F2 Risk Acknowledgment

Issuer Name: _____

Type of Eligible Security Offered: Convertible Revenue-Linked Promissory Note

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

	Yes	No
1. Risk acknowledgement		
Risk of loss – Do you understand that this is a risky investment and that you may lose all the money you pay for this investment?	<input type="checkbox"/>	<input type="checkbox"/>
No income – Do you understand that you may not earn any income, such as dividends or interest, on this investment?	<input type="checkbox"/>	<input type="checkbox"/>
Liquidity risk – Do you understand that you may never be able to sell this investment?	<input type="checkbox"/>	<input type="checkbox"/>
Lack of information – Do you understand that you may not be provided with any ongoing information about the issuer and/or this investment?	<input type="checkbox"/>	<input type="checkbox"/>
2. No approval and no advice <i>Instruction: Delete "and no advice" if the funding portal is operated by a registered dealer.</i>		
No approval – Do you understand that this investment has not been reviewed or approved in any way by a securities regulatory authority or regulator?	<input type="checkbox"/>	<input type="checkbox"/>
No advice – Do you understand that you will not receive advice about your investment?	<input type="checkbox"/>	<input type="checkbox"/>
3. Limited legal rights		
Limited legal rights – Do you understand that you will not have the same rights as if you purchased under a prospectus or through a stock exchange?	<input type="checkbox"/>	<input type="checkbox"/>
If you want to know more, you may need to seek professional legal advice.		
4. Purchaser's acknowledgement		
Investment risks – Have you read this form and do you understand the risks of making this investment?	<input type="checkbox"/>	<input type="checkbox"/>
Offering document – Has an offering document relating to this investment been made available to you on the funding portal?	<input type="checkbox"/>	<input type="checkbox"/>
The offering document contains important information about this investment. If you have not read the offering document or if you do not understand the information in it, you should not invest. You should retain a copy of the offering document for your records.	<input type="checkbox"/>	<input type="checkbox"/>
Have you read and do you understand the information in the offering document?		

First and last name: _____

Electronic signature: By clicking the [I confirm] button, I acknowledge that I am signing this form electronically and agree that this is the legal equivalent of my handwritten signature. I will not at any time in the future claim that my electronic signature is not legally binding. The date of my electronic signature is the same as my acknowledgement.

5. Additional information

- You have two days to cancel your purchase by sending a notice to the funding portal at: info@togetherise.fund
- If you want more information about your local securities regulation, go to www.securities-administrators.ca. Securities regulators do not provide advice on investment.

Schedule C: Contact Information

for Canadian Securities Commissions in Supported Provinces

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4

Telephone: 403 297-6454

Toll free in Canada: 1 877 355-0585

Facsimile: 403 297-2082

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8

Telephone: 416 593- 8314

Toll free in Canada: 1 877 785-1555

Facsimile: 416 593-8122

Email: exemptmarketfilings@osc.gov.on.ca

Public official contact regarding indirect collection of
information: Inquiries Officer

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2

Inquiries: 604 899-6854

Toll free in Canada: 1 800 373-6393

Facsimile: 604 899-6581

Email: inquiries@bcsc.bc.ca

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3

Telephone: 514 395-0337 or 1 877 525-0337

Facsimile: 514 873-6155 (For filing purposes only)

Facsimile: 514 864-6381 (For privacy requests only)

Email: financementdassocies@lautorite.qc.ca