

922HELP SERVICES INC.
SUBSCRIPTION AGREEMENT

\$ _____ per Share

Dated for reference: _____, 20____

INSTRUCTIONS

All Subscribers:

1. Complete and sign the Subscription Agreement
 - (i) if you are an “accredited investor”, complete and sign **Appendix I(a) - Accredited Investor Questionnaire and Appendix I(b) – Accredited Investor Confirmation (Form 45-106F9)**, if applicable; or
 - (ii) if you are a “relative, close personal friend, or close business associate”, complete and sign the **Risk Acknowledgement Form for Family, Friends, and Business Associate Investors in the form attached hereto as Appendix II(a) (is for all subscribers other than Ontario and Saskatchewan); Appendix II(b) (is for Ontario subscribers); and Appendix II(c) (for Saskatchewan subscribers) which requires 2 signed copies, one to be kept for the subscriber’s records.**
2. If you would like your Shares registered other than in the name you record on the Subscription Agreement, or delivered to another address, please complete **Appendix III**.
3. If you are resident outside of North America, no additional forms need be completed other than Appendices I(a), I(b), II(a), II(b), III or IV, as applicable.
4. If you are subscribing in connection with an unregistered finder, complete and sign both copies of the **Risk Acknowledgement – Appendix IV** and keep one copy for your records.
5. Return the Subscription Agreement, together with the appropriate Appendices completed as necessary, and the subscription proceeds to:

922HELP SERVICES INC.
25648 82nd Avenue
Langley, B.C., V1M 2M8
Email: _____
Tel: (778) 322-8142

SUBSCRIPTION AGREEMENT

To: **922HELP SERVICES INC.** (the "Issuer")

The undersigned (the "Subscriber") hereby acknowledges that the Issuer is proceeding with a private placement of Shares at **\$0.05** per Share, and tenders to the Issuer this subscription offer which, upon acceptance by the Issuer, will constitute an agreement of the Subscriber to subscribe for, take up, purchase and pay for and, on the part of the Issuer, to issue and sell to the Subscriber the number of Shares set out below on the terms and subject to the conditions set out in this Agreement.

Number of Shares: _____ Total Purchase Price at \$_____ per Share:

PLEASE MAKE CHEQUES AND BANK DRAFTS PAYABLE TO THE ISSUER.

FOR CDN DOLLAR WIRE TRANSFERS:

Swift code:
Beneficiary Bank:
Bank Address:
Bank ID:
Branch Number:
Account Number:
Beneficiary Name: **922HELP SERVICES INC.**
Beneficiary Address: **25648 82nd Avenue, Langley, B.C., V1M 2M8**

DATED this day of _____, 2017.

(Name of Subscriber - please print)

(Subscriber's Address)

by: _____
(Official Capacity or Title - please print)

(Telephone Number)

Authorized Signature

(Facsimile Number)

(Please print name of individual whose signature appears above if different than the name of the Subscriber printed above).

(E-mail Address)

By providing an email address, the Subscriber is providing consent for the Issuer to use that email address as the mode of communication on all corporate, legal or other communications.

If you would like your Shares registered other than in the name above, or delivered to an address other than above, please complete Appendix III.

This subscription is accepted by the Issuer this ____ day of _____, 20__. 922HELP SERVICES INC. Per: _____ Authorized Signatory

1. INTERPRETATION

1. In this Agreement, unless the context otherwise requires:

“**Accredited Investor**”, has the same meaning ascribed to that term in NI 45-106;

“**Acts**” means the securities legislation, the regulations and rules made thereunder and all policy statements, blanket orders, notices, directions and rulings issued or adopted by the securities regulatory authorities in the jurisdictions in which Shares are sold;

“**Closing**” means the day the Subscriber’s Shares are issued to the Subscriber;

“**Commissions**” means the provincial securities commission or other regulatory authority in each of the jurisdictions in which Shares are distributed;

“**NI 45-106**” means National Instrument 45-106 “Prospectus and Registration Exemptions” adopted by the Commissions;

“**Offering**” means the offering of the Shares;

“**Parties**” or “**Party**” means the Subscriber, the Issuer or both, as the context requires;

“**Regulation S**” means Regulation S as promulgated by the SEC under the U.S. Securities Act;

“**Securities**” means the Shares;

“**Shares**” means the previously unissued common shares in the capital of the Issuer, as presently constituted;

“**Subscriber**” has the meaning ascribed to it on the cover page;

“**Subscription Proceeds**” means the total gross proceeds from the sale of Shares under the Offering;

“**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia; and

“**U.S. Person**” has the meaning ascribed to it in Regulation S.

2. Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).
3. This Agreement is to be read with all changes in gender or number as required by the context.
4. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.
5. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful currency of Canada.
6. This Agreement is governed by, subject to and interpreted in accordance with the laws prevailing in the Province of British Columbia and the federal laws of Canada applicable therein, and the courts of the Province of British Columbia will have the exclusive jurisdiction over any dispute arising in connection with this Agreement.

2. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS OF THE SUBSCRIBER

2.1 The Subscriber acknowledges, represents, warrants and covenants to and with the Issuer that, as at the date given above and at the Closing:

- (a) no prospectus has been filed by the Issuer with any of the Commissions in connection with the issuance of the Shares, such issuance is exempted from the prospectus requirements of the Acts and that:
 - (i) the Subscriber is restricted from using most of the civil remedies available under the Acts;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under the Acts; and
 - (iii) the Issuer is relieved from certain obligations that would otherwise apply under the Acts;
- (b) the Subscriber certifies that it is resident in the jurisdiction(s) set out on the first page of this Agreement;
- (c) the Subscriber is purchasing the Subscriber's Shares as principal for its own account and not for the benefit of any other person, or is deemed under the Acts to be purchasing the Subscriber's Shares as principal, and in either case is purchasing the Subscriber's Shares for investment only and not with a view to the resale or distribution of all or any of the same;
- (d) the Subscriber acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (ii) there is no government or other insurance covering the Securities;
 - (iii) there are risks associated with the purchase of the Securities;
 - (iv) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities; and
 - (v) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell securities under the Acts and, as a consequence of acquiring Securities pursuant to this exemption, certain protections, rights and remedies provided by the Acts, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (e) the Subscriber:
 - (i) is an Accredited Investor, by virtue of the fact that the Subscriber falls within one or more of the sub-paragraphs of the definition of an Accredited Investor (as defined by NI 45-106), and duly completes and executes a copy of the **Accredited Investor Questionnaire** in the form attached hereto as **Appendix I(a)** and for accredited investors that are individuals, **Appendix I(b) – Accredited Investor Confirmation (Form 45-106F9)**. If a purchaser of the Shares is an accredited investor who beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$5,000,000, the purchaser is not required to complete Appendix I(b) - *NOTE: "individual" refers to a natural person; or*
 - (ii) is purchasing as a non-individual (*a corporation, a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and an individual or other person in that person's capacity as a*

trustee, executor, administrator or personal or other legal representative) and the subscription exceeds \$150,000, then the Subscriber is not required to complete Appendix I(a) or Appendix I(b); **or**

- (iii) is relying on section 2.5 of NI 45-106 (described below), a duly completed and executed copy of the Risk Acknowledgement Form for Family, Friends, and Business Associate Investors in the form attached hereto as **Appendix II(a) (is for all subscribers other than Ontario and Saskatchewan subscribers)** and **Appendix II(b) (is for Ontario subscribers)**. Further, if applicable, a purchaser resident in Saskatchewan must complete **two copies of the risk acknowledgement form relating to such reliance in the form attached hereto as Appendix II(c). One copy is to be kept by the purchaser and one copy is to be kept by the Company,**
- (f) additionally, if the Subscriber is resident outside of Canada and the United States, the Subscriber:
 - (i) is knowledgeable of, or has been independently advised as to the applicable securities laws of the securities regulatory authorities (the “Authorities”) having application in the jurisdiction in which the Subscriber is resident (the “International Jurisdiction”) which would apply to the acquisition of the Subscriber’s Shares, if any;
 - (ii) is purchasing the Subscriber’s Shares pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the Authorities in the International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Subscriber’s Shares under the applicable securities laws of the Authorities in the International Jurisdiction without the need to rely on any exemption; and
 - (iii) the applicable securities laws of the Authorities in the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any nature whatsoever from any Authority of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Subscriber’s Shares;
- (g) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities;
 - (ii) that any person will refund the purchase price of any of the Securities;
 - (iii) as to the future price or value of any of the Securities; or
 - (iv) that any of the Securities will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Securities for trading on a stock exchange,
- (h) the Subscriber acknowledges that the Securities have not been registered under the 1933 Act or the securities laws of any state of the United States, that the Securities may not be offered or resold, directly or indirectly, in the United States except pursuant to registration under the 1933 Act and the securities laws of all applicable states or available exemptions therefrom, and that the Issuer has no obligation or present intention of filing a registration statement under the 1933 Act in respect of any of the Securities;
- (i) the Subscriber acknowledges and agrees that:
 - (i) the offer to purchase Shares was not made to the Subscriber while in the United States;
 - (ii) this Agreement was executed and delivered by the Subscriber outside the United States;
 - (iii) the Subscriber is not, and will not be purchasing the Subscriber’s Shares for the account or benefit of, a U.S. Person or person in the United States; and

- (iv) the Subscriber and any person for whose account it is acquiring the Subscriber's Shares, if applicable, has no intention to distribute either directly or indirectly any of the Shares in the United States,
- (j) the Subscriber's decision to tender this offer and purchase the Subscriber's Shares has not been made as a result of any verbal or written investment advice made by or on behalf of the Issuer or any of its officers or directors;
- (k) the offer made by this subscription is irrevocable (subject to the Subscriber's right to withdraw his subscription and to terminate his obligations as set out in this Agreement) and requires acceptance by the Issuer;
- (l) the Issuer will have the right to accept this subscription offer in whole or in part and the acceptance of this subscription offer will be conditional upon the sale of the Subscriber's Shares to the Subscriber being exempt from the prospectus and registration requirements under applicable securities legislation;
- (m) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual is of full age of majority, and if the Subscriber is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors, shareholders and others have been given to authorize the execution of this Agreement on behalf of the Subscriber;
- (n) the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which it is or may be bound;
- (o) this Agreement has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber;
- (p) the Subscriber has been advised to consult its own legal advisors with respect to the applicable hold periods imposed in respect of the Securities by applicable securities legislation and regulatory policies and confirms that no representations by the Issuer have been made respecting the hold periods applicable to the Securities;
- (q) the Subscriber is aware of the risks and other characteristics of the Securities and of the fact that the Subscriber may not be able to resell the Securities purchased by it except in accordance with the applicable securities legislation and regulatory policies and that the Securities may be subject to resale restrictions and may bear a legend to this effect;
- (r) if required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issue of the Shares as may be required;
- (s) the Subscriber acknowledges that upon completion of the Offering, the Issuer may pay certain commissions or finder's fees with respect to the Subscriber's purchase of Shares;
- (t) the Subscriber has not purchased the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communication published in any newspaper, magazine or similar media or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (u) the Subscriber has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investment;
- (v) the Subscriber acknowledges and agrees that any monies paid by the Subscriber directly to the Issuer are not subject to any restrictions pertaining to the use thereof by the Issuer and may be

used by the Issuer immediately upon its acceptance of this subscription offer and until the Shares subscribed for are issued to the Subscriber, the monies paid therefor shall be considered a non-transferable non-interest bearing loan to the Issuer which will be repayable on demand if the Closing and the issuance of the Shares does not occur on or before 90 days following receipt by the Issuer of the Subscriber's subscription proceeds or such later date as agreed to by the Issuer and the Subscriber;

- (w) the Subscriber agrees that the Issuer may be required by law or otherwise to disclose to regulatory authorities the identity of the Subscriber and, if applicable, the beneficial purchaser for whom the Subscriber may be acting; and
- (x) the Subscriber agrees that the above representations, warranties, covenants and acknowledgements in this subsection will be true and correct both as of the execution of this subscription and as of the day of Closing.

2.2 The foregoing representations, warranties, covenants and acknowledgements are made by the Subscriber with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of Shares, and the Subscriber hereby agrees to indemnify the Issuer against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

3.1 The Issuer represents, warrants and covenants that, as of the date given above and at the Closing:

- (a) the Issuer is a valid and subsisting corporation incorporated and in good standing under the laws of the Province of British Columbia;
- (b) the Issuer is not a reporting issuer under any securities legislation anywhere;
- (c) the Issuer is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where required under the laws of that jurisdiction;
- (d) the Issuer will reserve or set aside sufficient shares in its treasury to issue the Shares, and upon receipt of payment in full, the same will be duly and validly issued as fully paid and non-assessable;
- (e) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Acts and the *Business Corporations Act* (British Columbia) in relation to the issue and trading of its securities and in all matters relating to the Offering;
- (f) the issue and sale of the Shares by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Issuer's incorporating documents or any agreement or instrument to which the Issuer is a party or by which it is bound;
- (g) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (h) there are no judgments against the Issuer which are unsatisfied, nor is the Issuer subject to any consent decrees or injunctions;
- (i) this Agreement has been or will be by the Closing, duly authorized by all necessary corporate action on the part of the Issuer, and the Issuer has or will have by the Closing full corporate power and authority to undertake the Offering;
- (j) the Issuer is not in default of any of the requirements of the Acts;

- (k) no order ceasing or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened.

4. WITHDRAWAL OF SUBSCRIPTION

4.1 The Subscriber waives the right to withdraw this subscription and to terminate its obligations hereunder at any time before the Closing.

5. CLOSING

5.1 The Closing will take place on such date or dates to be determined by the Issuer, and if the Closing does not occur on or before 90 days following the Subscriber's execution and delivery hereof, or such later date as agreed to by the Issuer and the Subscriber, the subscription proceeds will be returned to the Subscriber without interest or deduction. **Those subscription proceeds paid by the Subscriber directly to the Issuer may be received and used by the Issuer prior to Closing, for its own use; and such subscription proceeds will be deemed to have been loaned to the Issuer by the Subscriber, as a non-transferable unsecured demand loan without interest, pending Closing. If the Subscriber's representations and warranties are not true throughout the Closing, or it fails to comply with its covenants through the Closing, the Issuer may reject this subscription, notwithstanding any prior acceptance thereof, in which case any such demand loan shall immediately become due and payable.**

5.2 Upon execution of this Agreement, the Subscriber will deliver to the Issuer:

- (a) this subscription form, duly executed;
- (b) a certified cheque, wire transfer or bank draft for the total price of the Subscriber's Shares made payable to the Issuer; and
- (c) the applicable Appendix in the form attached hereto.

5.3 The Subscriber understands and agrees that their name and shares purchased will be entered into the Issuer's register of shareholders. No share certificate will be generated unless requested in writing by the Subscriber.

6. RESALE RESTRICTIONS

6.1 The Subscriber understands and acknowledges that the Securities will be subject to resale restrictions under the Acts (expiring four months from the date the Issuer becomes a reporting issuer in any jurisdiction of Canada) and pursuant to the policies of the stock exchange upon which the Issuer may list, the terms of which may be endorsed on the certificates representing such securities, and the Subscriber agrees to comply with such resale restrictions. The Subscriber also acknowledges that it has been advised to consult its own independent legal advisor with respect to the applicable resale restrictions and the Subscriber is solely responsible for complying with such restrictions and the Issuer is not responsible for ensuring compliance by the Subscriber with the applicable resale restrictions.

7. USE OF PERSONAL INFORMATION

7.1 The Subscriber hereby acknowledges and consents to: (i) the disclosure by the Subscriber and the Issuer of Personal Information concerning the Subscriber to a securities commission, stock exchange or other regulatory authority (a "Securities Commission"); and (ii) the collection, use and disclosure of Personal Information by the Securities Commission for the following purposes (or as otherwise identified by the Securities Commission, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the Subscriber;
- (c) to consider the suitability of the Subscriber as a holder of securities of the Issuer;
- (d) to consider the eligibility of the Issuer to list on a stock exchange;
- (e) to provide disclosure to market participants as to the security holdings of the Issuer's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and

information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with the Issuer;

- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Securities Commission, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

7.2 The Subscriber also acknowledges that: (i) the Securities Commission may also collect additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information collected may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Securities Commission's website or through printed materials published by or pursuant to their direction; and (iv) the Securities Commission may from time to time use third parties to process information and provide other administrative services, and may share the information with such providers.

7.3 Herein, "Personal Information" means any information about the Subscriber required to be disclosed to a Securities Commission, whether pursuant to a Securities Commission form or a request made by a Securities Commission.

7.4 The Subscriber acknowledges and consents to: (i) the fact that the Issuer is collecting his personal information for the purpose of completing this Agreement; (ii) the Issuer retaining such personal information for as long as permitted or required by law or business practices; (iii) the fact that the Issuer may be required by securities laws, the rules and policies of any stock exchange or the rules of a Securities Commission to provide regulatory authorities with any personal information provided by the Subscriber in this Agreement.

7.5 The Subscriber further acknowledges and consents to the fact that the Issuer may be required by applicable securities laws to provide the Securities Commissions or other authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) with any personal information provided by the Subscriber, pursuant to this Subscription Agreement. Notwithstanding that the Subscriber may be purchasing Shares on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the identity of such undisclosed principal as may be required by the Issuer in order to comply with the foregoing.

7.6 Furthermore, the Subscriber is hereby notified that:

- (a) the Issuer may deliver to the Ontario Securities Commission, or other Securities Commissions within other jurisdictions of Canada, certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the number of Shares purchased by the Subscriber and the total purchase price paid for such Shares, the prospectus exemption relied on by the Issuer, and the date of distribution of the Shares,
- (b) such information is being collected indirectly by the applicable Securities Commission under the authority granted to it in securities legislation,
- (c) such information is being collected for the purposes of the administration and enforcement of securities legislation,
- (d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Assistant to the Director of Corporate Finance
 Ontario Securities Commission
 Suite 1903, Box 55, 20 Queen Street West
 Toronto, Ontario, M5H 3S8
 Telephone: (416) 593-8086

And

- (e) the Subscriber may contact similar public officials with respect to such questions at the Securities Commission within his jurisdiction of residence

8. POWER OF ATTORNEY

8.1 The Subscriber hereby irrevocably appoints the President of the Issuer, or failing him the Secretary of the Issuer, in office from time to time, as attorney in fact for the undersigned, for so long as the Issuer is not a "reporting issuer", and authorizes him as such to vote his Shares and make and sign on the undersigned's behalf and to deliver:

- (a) any and all resolutions, waivers, consents and declarations which such attorney sees fit in his discretion to give on behalf of the undersigned as a shareholder of the Issuer, including with respect to any subsequent distributions of securities;
- (b) any and all documents which such attorney sees fit in his discretion to give on behalf of the undersigned to any competent securities regulatory authority in connection with this or any subsequent distribution to the public of securities of the Issuer, on such terms and subject to such conditions as such attorney shall in his discretion deem fit or advisable;
- (c) a transfer of his Shares as part of a Share Exchange Agreement or similar transaction intended to effect a public listing of the Shares provided the terms thereof are equal for all Shares issued by the Issuer; and
- (d) any and all resolutions of shareholders, as may be deemed desirable by the directors of the Issuer to provide for any changes in the Issuer' constating documents necessary to enable the Issuer to offer their shares to the public.

9. MISCELLANEOUS

9.1 The Subscriber hereby authorizes the Issuer to correct any errors in, or complete any minor information missing from this Agreement or any Appendix which has been executed by the Subscriber and delivered to the Issuer. The Subscriber consents to the filing of such documents and any other documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the Offering.

9.2 This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred.

9.3 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein this Agreement contains the entire agreement between the Parties with respect to the Shares and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer, or by anyone else.

9.4 The Parties may amend this Agreement only in writing.

9.5 This Agreement ensures to the benefit of and is binding upon the Parties and, as the case may be, their respective heirs, executors, administrators and, successors.

9.6 A Party will give all notices or other written communications to the other Party concerning this Agreement by hand or by registered mail addressed to such other Party's respective address which is noted on the cover page of this Agreement.

9.7 This Agreement may be executed in counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document and the Issuer will be entitled to rely on delivery by facsimile machine of an executed copy of this subscription, and acceptance by the Issuer of such facsimile copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer as if the Issuer had accepted the subscription originally executed by the Subscriber.

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APPENDIX I(a)

ACCREDITED INVESTOR QUESTIONNAIRE

The Subscriber is an “accredited investor”, as such term is defined in National Instrument 45-106 *Prospectus and Registration Exemptions* (“NI 45-106”) and, as at the time the subscription is accepted by the Issuer (“Closing”), the Subscriber will fall within one or more of the following categories **(Please check one or more, as applicable):**

- (a) except in Ontario, a Canadian financial institution, or an authorized foreign bank listed in Schedule III of the *Bank Act* (Canada),
- (b) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- (c) except in Ontario, 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) except in Ontario, a person or company registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer,
- (e) an individual registered under the securities legislation of a jurisdiction of Canada, as a representative of a person referred to in paragraph (d),
- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- (f) except in Ontario, 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) except in Ontario, a municipality, public board or commission in Canada,
- (h) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- (i) except in Ontario, a pension fund that is regulated by either 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, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 - *NOTE - “individual” refers to a natural person, as for corporations, partnerships and other organized groups, reference should be made to categories referring to “persons” - Please also complete Appendix I(b),*
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- (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 - *NOTE - “individual” refers to a natural person, as for corporations, partnerships and other organized groups, reference should be made to categories referring to “persons” - Please also complete Appendix I(b),*
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 - *NOTE - “individual” refers to a natural person, as for corporations, partnerships and other organized groups, reference should be made to categories referring to “persons” - Please also complete Appendix I(b),*
- (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 in the circumstances referred to in sections 2.10 [minimum amount investment], and 2.19 [additional investment]

in investment funds], or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*investment fund reinvestment*],

- (o) an investment fund that distributes or has distributed its securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec 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 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,
- (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) or paragraph (i) in form and function,
- (t) a person or company 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,
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as (i) an accredited investor, or (ii) an exempt purchaser in Alberta or British Columbia, or
- (w) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse;

The foregoing representation, warranty and certificate is true and accurate as of the date of this certificate and will be true and accurate as of Closing. If any such representation, warranty or certificate shall not be true and accurate prior to Closing, the undersigned shall give immediate written notice of such fact to the Issuer.

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Questionnaire as of the _____ day of _____, 201__

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print or Type Name and Title of Person Signing

For the purposes hereof:

“**Assets**” includes financial assets and all other assets, including without limitation, real estate;

“**Canadian financial institution**” means an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or 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 except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;

“**Director**” means: a member of the board of Directors of a company or an individual who performs similar functions for a company, and 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

- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - a) have a professional, business or personal relationship with the issuer, or any of its Directors, executive Officers, founders, or control persons, and
 - b) have acted for or been retained personally or otherwise as an employee, executive Officer, Director, associate or partner of a person that has acted for or been retained by the issuer or any of its Directors, executive Officers, founders or control persons within the previous 12 months;

“**executive Officer**” means, for an issuer, an individual who is:

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

“**financial assets**” means

- (i) cash,
- (ii) securities, or
- (iii) 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,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the trade is actively involved in the business of the issuer;

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

“**investment fund**” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

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

“**local jurisdiction**” means the jurisdiction in which the Canadian securities regulatory authority is situate;

“**non-redeemable investment fund**” means an issuer,

- (i) whose primary purpose is to invest money provided by its security holders;
- (ii) that does not invest;
 - a) 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
 - b) 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
 - c) that is not a mutual fund;

“**person**” includes:

- (i) an individual,
- (ii) a corporation,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

“**regulator**” means, for the local jurisdiction, the Executive Director as defined under securities legislation of the local jurisdiction;

“**related liabilities**” means:

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

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

“**spouse**” means, an individual who,

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

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

APPENDIX I(b)

**ACCREDITED INVESTOR CONFIRMATION
Form 45-106F9
*Form for Individual Accredited Investors***

WARNING! This investment is risky. Don't invest unless you can

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: <u>Common Shares</u> <i>[Instruction: Include a short description, e.g., common shares.]</i>	Issuer: 922HELP SERVICES INC.
Purchased from: <u>922HELP SERVICES INC.</u> <i>[Instruction: Indicate whether securities are purchased from the issuer or a selling security holder.]</i>	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) [k]	
• 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. [k]	
• 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. [j]	
• 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.) [l]	

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):**Signature:****Date:****SECTION 5 TO BE COMPLETED BY THE SALESPERSON****5. Salesperson information**

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):**Telephone:****Email:****Name of firm (if registered):****SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER****6. For more information about this investment**

922HELP SERVICES INC.
25648 82nd Avenue
Langley, B.C., V1M 2M8
Contact person: Gordon Tremain
(778) 322-8142

[If investment is purchased from a selling security holder, also insert name, address, telephone number and email address of selling security holder here]

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Form instructions:

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

APPENDIX II(a)

**FAMILY, FRIENDS AND BUSINESS ASSOCIATES FORM
(for all Subscribers other than Subscribers resident in Ontario and Saskatchewan)**

I, the undersigned, acknowledge that I am either: **[complete and/or circle one of the following]**

- (a) a director, executive officer or control person of the Issuer or of an affiliate of the Issuer; or
- (b) a _____ (specify relationship, namely whether you are a spouse, parent, grandparent, brother, sister or child of a director, executive officer or control person of the Issuer or an affiliate of the Issuer) of _____ (insert name of the director, executive officer or control person you are related to); or
- (c) a _____ (specify relationship, namely whether you are a parent, grandparent, brother, sister or child) of _____ (insert name of the spouse of a director, executive officer or control person of the Issuer or an affiliate of the Issuer); or
- (d) a close personal friend of _____ (insert name of the director, executive officer or control person of the Issuer or an affiliate of the Issuer you are a personal friend of); or
- (e) a close business associate of _____ (insert name of the director, executive officer or control person you are a personal friend of); or
- (f) a founder of the Issuer, or a _____ (specify relationship, namely whether you are a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate) of _____ (insert name of a founder of the Issuer) or _____
- (g) a _____ (specify relationship, namely whether you are a parent, grandparent, brother, sister or child) of _____ (insert name of the spouse of a founder of the Issuer); or
- (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g); or
- (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

The statements made in this form are true.

The foregoing representations, warranties and covenants are made by the Subscriber with the intent that they be relied upon in determining the Subscriber's suitability as a purchaser of the Securities. The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information set forth herein which takes place prior to the Closing Time, as defined in the attached Subscription Agreement.

DATED: _____, 201_.

Signature

Print Name

APPENDIX II(b)

Ontario Only

**Form 45-106F12
Risk Acknowledgement Form for Family, Friend and
Business Associate Investors**

WARNING!

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

SECTION 1 TO BE COMPLETED BY THE ISSUER

1. About your investment

Type of securities: Common Shares
[Instruction: Include a short description, e.g., common shares.]

Issuer: 922HELP SERVICES INC.

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

Your initials

Risk of loss – You could lose your entire investment of \$_____. *[Instruction: Insert the total dollar amount of the investment.]*

Liquidity risk – You may not be able to sell your investment quickly – or at all.

Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.

3. Family, friend or business associate status

You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:

Your initials

A) You are:

1) [check all applicable boxes]

- .. a director of the issuer or an affiliate of the issuer
- .. an executive officer of the issuer or an affiliate of the issuer
- .. a control person of the issuer or an affiliate of the issuer
- .. a founder of the issuer

OR

2) [check all applicable boxes]

- .. 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
- .. 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

B) You are a family member of _____ [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: _____.

You are the _____ of that person or that person's spouse.

[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.]

C) You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____.

You have known that person for _____ years.

D) You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.

You have known that person for _____ years.

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE

5. Contact person at the issuer or an affiliate of the issuer

[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]

By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: *[check the box that applies]*

- .. family relationship as set out in section 3B of this form
- .. close personal friendship as set out in section 3C of this form
- .. close business associate relationship as set out in section 3D of this form

First and last name of contact person *[please print]*:

Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):

Telephone:

Email:

Signature:

Date:

SECTION 6 TO BE COMPLETED BY THE ISSUER

6. For more information about this investment

922HELP SERVICES INC.
25648 82nd Avenue
Langley, B.C., V1M 2M8
Contact person: Gordon Tremain
(778) 322-8142

[If investment is purchased from a selling security holder, also insert name, address, telephone number and email address of selling security holder here]

Signature of executive officer of the issuer (other than the purchaser):

Date:

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.
4. The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus and Registration Exemptions. For guidance on the meaning of "close personal friend" and "close business associate", please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus and Registration Exemptions.

APPENDIX II(c)

Saskatchewan Risk Acknowledgement Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- 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.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or **close** business associate of _____ [state name], who is a _____ [state title - founder, director, executive officer or control person] of _____ [state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

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

Date

Signature of Purchaser

Print name of Purchaser

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

You are buying Exempt Market Securities

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

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- 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 may not receive any written information about the issuer or its business

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

You will not receive advice

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission’s website at <http://www.sfsc.gov.sk.ca>

APPENDIX III

REGISTRATION INSTRUCTIONS

(for tsfa's, rrsp's and brokerage accounts, etc.)

To: 922HELP SERVICES INC.

1. **Registration Instructions for Certificates:** **If other than the name of the Subscriber** (i.e. brokerage or R.R.S.P accounts):

Name: _____

Address: _____
(Street Address)

(City, Province/State, Postal/Zip Code)

2. **Delivery Instructions:** The name and address (including contact name and telephone number) of the person to whom the certificates representing the Shares and is to be delivered, **if other than the Subscriber:**

Name: _____

Address: _____
(Street Address)

(City, Province/State, Postal/Zip Code)

Contact: _____
(Name and telephone number)

DATED: _____, 201_.

Signature

APPENDIX IV

Risk Acknowledgement

(for the following jurisdictions)

**(Under British Columbia – BCI 32-513; Alberta – Blanket Order 31-505; Saskatchewan – General Order 45-918;
Manitoba – Blanket Order 31-505; Yukon Territory – Superintendent Order 45-917 and 2010/009 Y.S.O.;
Northwest Territories – Blanket Order 32-501; Nunavut – Implementing Rule 31-801)**

Name of Issuer: **922HELP SERVICES INC.**

Name of Seller/Finder: _____
Print Name of Finder

I acknowledge that

- a) the person selling me these securities is not registered with a securities regulatory authority and is prohibited from telling me that this investment is suitable for me;
- b) the person selling me these securities does not act for me;
- c) this is a risky investment and I could lose all my money; and,
- d) I am investing entirely at my own risk.

Date: _____

Signature of Subscriber

Print name of Subscriber

Name of salesperson acting on behalf of seller

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

National Instrument 45-106 Prospectus and Registration Exemptions may require you to sign an additional risk acknowledgement form.

If you want advice about the merits of this investment and whether these securities are a suitable investment for you, contact a registered adviser or dealer.