

ANSWIR INC.

SIMPLE AGREEMENT FOR FUTURE EQUITY (“SAFE”)

(Accredited Investor)

INSTRUCTIONS TO INVESTOR

This is a Simple Agreement for Future Equity prepared for accredited investors of Answir Inc. Forms (including schedules) should be filled out, signed and delivered with payment to:

ANSWIR INC.
303 Mahogany Manor SE
Calgary, Alberta
T3M 1X4 Canada
Attention: Nick Kuzyk
E-mail: nick@mdwbnk.com

PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:

1. A completed and signed copy of the Execution Pages to this SAFE.
2. Payment in the form of a certified cheque, money order or bank draft for the Aggregate Subscription Price (as defined herein) made payable to “Answir Inc.” (or wire transfer the Aggregate Subscription Price in accordance with the wire instructions provided to you by Nick Kuzyk). **Note:** US subscribers are encouraged to send Canadian funds if possible. US funds will be converted into Canadian funds once they reach Canada. Subscribers should ensure that any funds sent will upon conversion to Canadian funds will be equal to the Aggregate Subscription Price.
3. **Schedule “A” for Canadian resident Subscribers that are an “Accredited Investor”**: a completed and signed copy of the Accredited Investor Certificate attached hereto as Schedule “A”, if you are subscribing under the Accredited Investor exemption.
4. **Schedule “B” for Canadian resident Subscribers that are a “Close Personal Friend” or “Close Business Associate”**: a completed and signed copy of the Family, Friends and Business Associates Certificate attached hereto as Schedule “B”, if you are subscribing under the Family, Friends and Business Associates exemption.
5. **Schedule “C” for Subscribers that are U.S. Persons**: a completed and signed copy of the U.S. Purchaser Certification form attached hereto as Schedule “C” if you are a “U.S. Person”.

Capitalized terms used but not otherwise defined in this “Instructions” section shall have the meaning ascribed thereto in the attached Subscription Agreement.

SUBSCRIBER IS RESPONSIBLE FOR OBTAINING SUCH LEGAL AND TAX ADVICE IT CONSIDERS APPROPRIATE IN CONNECTION WITH ITS PROPOSED INVESTMENT.

warranties and limited liability and indemnification obligations on the part of the Investor; and

- B. the Investor and the Company will execute a Pro Rata Rights Agreement, unless the Investor is already included in such rights in the transaction documents related to the Equity Financing.

(b) **Liquidity Event.** If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at its option, either: (i) receive a cash payment equal to the Purchase Amount (subject to the following paragraph); or (ii) automatically receive from the Company a number of Voting Common Shares equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option.

In connection with Section (b) above, the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts with respect to their respective Safes, and the Cash-Out Investors will automatically receive the number of Voting Common Shares equal to the remaining unpaid Purchase Amount divided by the Liquidity Price. In connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce, *pro rata*, the Purchase Amounts payable to the Cash-Out Investors by the amount determined by its board of directors in good faith to be advisable for such Change of Control to qualify as a tax-free reorganization for income tax purposes, and in such case, the Cash-Out Investors will automatically receive the number of Voting Common Shares equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(c) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay the Investor an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Capital Shares by reason of their ownership of such shares. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(c). After the payment, or setting aside payment, to the Investor, this instrument will expire and terminate.

(d) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of shares to the Investor pursuant to Section 1(a), or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to Section 1(b)(i) or Section 1(c).

2. **Definitions**

The following capitalized terms used in this Safe have the following meanings:

“**1933 Act**” means the United States of America Securities Act of 1933, as amended;

“**1934 Act**” means the United States of America Securities Exchange Act of 1934, as amended;

“**Capital Shares**” means the shares in the capital of the Company, including, without limitation, the Common Shares and the Preferred Shares;

“**Change of Control**” means: (i) the acquisition, directly or indirectly, by any person or any persons acting jointly or in concert (as determined in accordance with the Securities Act) of voting securities in the capital of the Company which, together with all other voting securities of the Company held by such person or persons, constitute, in the aggregate, more than 50% of the votes attaching to all outstanding voting securities of the Company; (ii) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the 1934 Act), becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of more than 50% of the votes attaching to all outstanding voting securities in the capital of the Company having the right to vote for the election of members of the Company’s board of directors; (iii) an amalgamation, reorganization, merger, consolidation, arrangement or other form of business combination of the Company, other than a transaction or series of related transactions in which the holders of the voting securities in the capital of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity; or (iv) a sale, lease or other disposition of all or substantially all of the assets of the Company;

“**Common Shares**” means the Voting Common Shares in the capital of the Company;

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing, of: (1) all Capital Shares (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding (A) this instrument, (B) all other Safes, and (C) convertible promissory notes and/or debentures, and (2) all Common Shares reserved and available for future grant under any equity incentive or similar plan of the Company (i.e., unallocated), including any equity incentive or similar plan to be created or increased in connection with the Equity Financing;

“**Conversion Price**” means the either: (1) the Safe Price or (2) the Discount Price, whichever calculation results in a greater number of Safe Preferred Shares;

“**Discount Price**” means the price per share of the Standard Preferred Shares sold in the Equity Financing multiplied by the Discount Rate;

“**Distribution**” means the transfer to holders of Capital Shares, by reason of their ownership of such shares, of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on the Common Shares payable in Common Shares, or the purchase or redemption of Capital Shares by the Company or its subsidiaries for cash or property other than: (i) repurchases of Common Shares issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Capital Shares in connection with the settlement of disputes with any shareholder;

“**Dissolution Event**” means: (i) a voluntary termination of operations; (ii) a general assignment for the benefit of the Company’s creditors; or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary;

“**Equity Financing**” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells preferred shares at a fixed pre-money valuation;

“**Initial Public Offering**” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Shares pursuant to a prospectus filed under applicable Canadian securities laws or a registration statement filed under the 1933 Act;

“**Liquidity Capitalization**” means the number, as of immediately prior to the Liquidity Event, of Capital Shares (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) all Common Shares reserved and available for future grant under any equity incentive or similar plan of the Company; (ii) this instrument; (iii) all other Safes; and (iv) convertible promissory notes and/or debentures;

“**Liquidity Event**” means a Change of Control or an Initial Public Offering;

“**Liquidity Price**” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**Preferred Shares**” means any preferred Shares in the capital of the Company;

“**Pro Rata Rights Agreement**” means a written agreement between the Company and the Investor (and holders of other Safes, as appropriate) giving the Investor a right to purchase its pro rata share of private placements of securities by the Company occurring after the Equity Financing, subject to customary exceptions. Pro rata for purposes of the Pro Rata Rights Agreement will be calculated based on the ratio of (a) the number of Capital Shares owned by the Investor immediately prior to the issuance of the securities to (b) the total number of outstanding Capital Shares, on a fully diluted basis, calculated as of immediately prior to the issuance of the securities;

“**Safe**” means this instrument or any other instrument containing a future right to Capital Shares, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations;

“**Safe Preferred Shares**” means the shares of a series of Preferred Shares issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the Standard Preferred Shares, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Conversion Price; and (ii) the basis for any dividend rights, which will be based on the Conversion Price;

“**Safe Price**” means the price per share equal to the Valuation Cap divided by the Company Capitalization;

“**Securities Act**” means the *Securities Act* (British Columbia); and

“**Voting Common Shares**” means the Voting Common Shares in the capital of the Company.

3. *Company Representations*

- (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Alberta, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- (b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of: (i) its articles or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- (c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- (d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Shares issued pursuant to Section 1.
- (e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.
- (f) The Company qualifies as a "private issuer", as such term is defined in Canada under NI 45-106, and is not a reporting issuer, as such term is defined in the Securities Act.

4. *Investor Representations*

- (a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- (b) The Investor is an "accredited investor" as such term is defined in Ontario pursuant to Section 73.3(1) of the *Securities Act* (Ontario) and elsewhere in Canada NI 45-106 and, if the Investor is a "U.S. Person" for the purposes of the 1933 Act, such Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the 1933

Act, and the Investor shall provide evidence of the same if requested by the Company. The Investor has been advised that this instrument and the underlying securities have not been registered under applicable Canadian securities laws, the 1933 Act or any U.S. state securities laws and, therefore, cannot be resold unless they are covered by a prospectus filed under applicable Canadian securities laws, the securities are registered under the 1933 Act and applicable state securities laws or unless an exemption from such prospectus and/or registration requirements is available. The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

5. *Miscellaneous*

- (a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.
- (b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the Canadian or U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.
- (c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed to be the holder of Capital Shares for any purpose, nor will anything contained herein be construed to confer upon the Investor, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholder at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until shares have been issued upon the terms as described herein.
- (d) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a continuance to change the Company's domicile.
- (e) If one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to

invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

- (f) Any number of shares calculated and/or issued pursuant to this instrument shall be rounded down to the nearest whole share.
- (g) For purposes of currency conversion between U.S. and Canadian dollars hereunder, the applicable exchange rate shall be the exchange rate announced by the Bank of Canada as the noon exchange rate on the date immediately prior to the date of conversion of this Safe.
- (h) All rights and obligations hereunder will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

[Signature pages follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

ANSWIR INC.

By: _____

Name: Nick Kuzyk

Title: Sole Director

Address: 303 Mahogany Manor SE
Calgary, AB
T3M 1X4

Email: nick@mdwbnk.com

By: _____

Name:

Title:

Address:

Email:

SCHEDULE “A” – CANADA ONLY
ACCREDITED INVESTOR CERTIFICATE

TO BE COMPLETED BY SUBSCRIBERS THAT ARE RESIDENTS IN OR SUBJECT TO THE SECURITIES LAWS OF A JURISDICTION OF CANADA SUBSCRIBING UNDER THE “ACCREDITED INVESTOR” EXEMPTION

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: ANSWIR INC. (the “Corporation”)

In connection with the purchase by the undersigned Subscriber of the SAFE, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the “Subscriber”), hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- (a) the Subscriber is a resident in or subject to the securities laws of a jurisdiction of Canada;
- (b) the Subscriber is purchasing the SAFE as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to NI 45-106;
- (c) the Subscriber is an “accredited investor” within the meaning of NI 45-106 on the basis that the Subscriber fits within one of the categories of an “accredited investor” reproduced below beside which the Subscriber has indicated the undersigned belongs to such category;
- (d) the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below; and
- (e) upon execution of this Schedule “A” (and Appendix “A” to Schedule “A”, as applicable) by the Subscriber, this Schedule “A” shall be incorporated into and form a part of the Subscription Agreement to which this Schedule “A” is attached.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

- (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank;
 (ii) in Ontario, a financial institution described in paragraph 73.1(1) of the *Securities Act* (Ontario)
- (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 registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, and in Ontario except as otherwise prescribed by applicable regulations;

- (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 the government of a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or the government of a jurisdiction of Canada;
- (g) except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- (h) 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 the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds C\$1,000,000 and **has completed, executed and delivered a completed Appendix "A" to Schedule "A"**;
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities exceeds C\$5,000,000;
- (k) an individual whose net income before taxes exceeded C\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded C\$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 **has completed, executed and delivered a completed Appendix "A" to Schedule "A"**;
- (l) an individual who, either alone or with a spouse, has net assets of at least C\$5,000,000 **has completed, executed and delivered a completed Appendix "A" to Schedule "A"**;
- (m) a person, other than an individual or investment fund, that has net assets of at least C\$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*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in sub-paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;
- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- (q) a person acting on behalf of a fully managed account managed by that person, if that person 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 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. **If you initialed (t) then indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the owners of interests (attach additional pages if more than three):**

Name	Category of Accredited Investor

- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser, or
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

- (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. **If you initialed (w) then indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the trustees (attach additional pages if more than three):**

Name	Category of Accredited Investor

For the purposes hereof, the following definitions are included for convenience:

- (a) **“bank”** means a bank named in Schedule I or II of the *Bank Act* (Canada);
- (b) **“Canadian financial institution”** means (i) 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 (ii) 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;
- (c) **“company”** means any corporation, incorporated association, incorporated syndicate or other incorporated organization;
- (d) **“director”** means:
 - (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (e) **“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;
- (f) **“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;
- (g) **“investment fund”** has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (h) **“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.
- (i) **“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;
 - (j) **“Schedule III bank”** means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
 - (k) **“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), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
 - (l) **“subsidiary”** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is an affiliate of another person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same person.

In NI 45-106 and except in Part 2 Division 4 (Employee, Executive Officer, Director and Consultant Exemption) of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule “A” is attached) and the Subscriber acknowledges that this accredited investor certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated: _____, 2026

Signed: _____

Witness (If Subscriber is an Individual)

Print the name of Subscriber

Print Name of Witness

If Subscriber is a corporation,
print name and title of Authorized Signing Officer

APPENDIX “A” TO SCHEDULE “A”
Form 45-106F9
Form for Individual Accredited Investors

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type: <i>SAFE</i>	Issuer: <i>Answir Inc.</i>
Purchased from: <i>Issuer</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
<ul style="list-style-type: none"> • 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.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after 	

subtracting any debt related to the cash and securities.		
<ul style="list-style-type: none"> • 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.) 		
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		
<i>[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.]</i>		
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		
<p>Answir Inc. 303 Mahogany Manor SE Calgary, Alberta T3M 1X4 Canada</p> <p>Attention: Nick Kuzyk E-mail: nick@mdwbnk.com Phone Number: (403) 978-3801</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>		

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.

SCHEDULE “B” – CANADA ONLY

FAMILY, FRIENDS AND BUSINESS ASSOCIATES CERTIFICATE

TO BE COMPLETED BY SUBSCRIBERS THAT ARE RESIDENTS IN OR SUBJECT TO THE SECURITIES LAWS OF A JURISDICTION OF CANADA SUBSCRIBING UNDER THE “FAMILY, FRIENDS AND BUSINESS ASSOCIATES” EXEMPTION.

SASKATCHEWAN SUBSCRIBERS MUST ALSO COMPLETE APPENDIX “B” TO SCHEDULE “B”.

ONTARIO SUBSCRIBERS MUST ALSO COMPLETE APPENDIX “C” TO SCHEDULE “B”.

TO: ANSWIR INC. (the “Corporation”)

In connection with the purchase by the undersigned Subscriber of the SAFE, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the “**Subscriber**”), hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its legal counsel are relying thereon) that:

- (a) the Subscriber is a resident in or subject to the securities laws of a jurisdiction of Canada;
- (b) the Subscriber is purchasing the SAFE as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to NI 45-106;
- (c) no commission or finder’s fee has been or will be paid to any director, officer, founder, or control person of the Corporation or an affiliate of the Corporation in connection with the SAFE acquired under this Subscription Agreement;
- (d) the Subscriber is (**please check one of the below boxes**):

<input type="checkbox"/>	(i)	a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer, founder or control person of the Corporation; or
<input type="checkbox"/>	(ii)	a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer, founder or control person of the Corporation; or
<input type="checkbox"/>	(iii)	a “close personal friend” (within the meaning set out in NI 45-106CP) of a director, executive officer, founder or control person of the Corporation and has described and certifies to the Corporation the details of that relationship in the Representation Letter attached as Appendix “A” to Schedule “B” ; and if the Subscriber is resident in Saskatchewan or is otherwise subject to the applicable securities laws of Saskatchewan, it has completed Appendix “B” to Schedule “B” ; or
<input type="checkbox"/>	(iv)	a “close business associate” (within the meaning set out in NI 45-106CP) of a director, executive officer, founder or control person of the Corporation and has described and certifies to the Corporation the details of that relationship in the Representation Letter attached as Appendix “A” to Schedule “B” ; and if the Subscriber is resident in Saskatchewan or is otherwise subject to the applicable securities laws of Saskatchewan, it has completed Appendix “B” to Schedule “B” ;
<input type="checkbox"/>	(v)	person of which a majority of the voting securities are beneficially owned by or a majority of the directors are, persons described in paragraphs (i) to (iv) and if the Subscriber is relying on a “close person friend” or “close business associate” relationship, has described and certifies to the Corporation the details of that relationship

		in the Representation Letter attached as Appendix “A” to Schedule “B” ; and if the Subscriber is resident in Saskatchewan or is otherwise subject to the applicable securities laws of Saskatchewan, it has completed Appendix “B” to Schedule “B” ; or
<input type="checkbox"/>	(vi)	a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (i) to (iv) and if the Subscriber is relying on a “close person friend” or “close business associate” relationship, has described and certifies to the Corporation the details of that relationship in the Representation Letter attached as Appendix “A” to Schedule “B” ; and if the Subscriber is resident in Saskatchewan or is otherwise subject to the applicable securities laws of Saskatchewan, it has completed Appendix “B” to Schedule “B” ; AND
		in the case of a Subscriber described in any of paragraphs (i) to (iv), (v) or (x) resident in Ontario or otherwise subject to applicable Securities Laws of Ontario, the Subscriber has completed Appendix “C” to Schedule “B” ; and

- (e) upon execution of this Schedule “B” (and Appendix “A” to Schedule “B”, Appendix “B” to Schedule “B” or Appendix “C” to Schedule “B”, as applicable) by the Subscriber, this Schedule “B” shall be incorporated into and form a part of the Subscription Agreement to which this Schedule “B” is attached.

For the purposes hereof, the following definitions are included for convenience:

- (a) **“director”** means:
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (b) **“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, or
 - (iii) performing a policy-making function in respect of the issuer;
- (c) **“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 Corporation, and
 - (ii) at the time of the distribution or trade is actively involved in the business of the Corporation;
- (d) **“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;
- (e) “**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), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (f) “**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is an affiliate of another person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same person.

In NI 45-106 and except in Part 2 Division 4 (Employee, Executive Officer, Director and Consultant Exemption) of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

[Remainder of page intentionally blank, signature and acknowledgement to follow]

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "B" is attached) and the Subscriber acknowledges that this family, friends and business associates certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated: _____, 2026

Signed: _____

Witness (If Subscriber is an Individual)

Print the name of Subscriber

Print Name of Witness

If Subscriber is a corporation,
print name and title of Authorized Signing Officer

**APPENDIX “A” TO SCHEDULE “B”
REPRESENTATION LETTER
FOR ALL CLOSE PERSONAL FRIENDS AND CLOSE BUSINESS ASSOCIATES**

TO: ANSWIR INC. (the “Corporation”)

In connection with the purchase of the SAFE of the Corporation as defined in the attached Subscription Agreement by the undersigned subscriber or, if applicable, the principal on whose behalf the undersigned is purchasing as agent (the “**Subscriber**” for the purposes of this Appendix “A” to Schedule “B”), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation effective as of the date hereof and effective as of the Closing Time (as defined in the Subscription Agreement) that the below information is true and correct:

1. The name of director, executive officer, control person or founder of whom Subscriber is a close personal friend/close business associate is:
_____.
2. I have known the above-named individual for (insert length of the relationship):
_____.
3. I would describe my relationship or business dealings with the above-named individual as follows (insert description of your relationship or business dealings with as much detail as possible):

_____.
4. The undersigned understands that the Corporation is relying on this information in determining to sell securities to the undersigned in a manner exempt from the registration and prospectus requirements of applicable securities laws.
5. If you are a resident of **Saskatchewan** who is relying on the Friends or Business Associates exemption, **you have completed and signed the Risk Acknowledgment Form – Appendix “B” to Schedule “B”**, and if you are a resident of **Ontario** who is relying on the Family, Friends and Business Associates exemption, **you have completed and signed the Risk Acknowledgment Form – Appendix “C” to Schedule “B”**.

Dated: _____, 2026

Signed: _____

Witness (If Subscriber is an Individual)

Print the name of Subscriber

Print Name of Witness

If Subscriber is a corporation,
print name and title of Authorized Signing Officer

If you are a resident of Saskatchewan or otherwise subject to the laws of Saskatchewan and have completed Schedule "B", you must also complete the below Appendix "B" to Schedule "B".

APPENDIX "B" TO SCHEDULE "B"

FORM 45-106F5 - SASKATCHEWAN RISK ACKNOWLEDGEMENT FORM

Risk Acknowledgement

Saskatchewan 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.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.
- I 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 Answir Inc.

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

WARNING

- 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.

The issuer of your securities is a non-reporting issuer

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. There may be no market for these securities. You may never be able to sell these securities.

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

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

If you are a resident of Ontario or otherwise subject to the laws of Ontario and have completed Schedule “B”, you must also complete the below Appendix “C” to Schedule “B”.

APPENDIX “C” TO SCHEDULE “B”

FORM 45-106F12 - RISK ACKNOWLEDGEMENT
ONTARIO FAMILY, FRIENDS AND BUSINESS ASSOCIATES

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: <i>SAFE</i>	Issuer: Answir Inc.
Purchased from: <i>Issuer</i>	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement [<i>Instruction: initial all boxes in Section 2</i>]	
This investment is risky. <i>Initial that you understand that:</i>	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.	
3. Family, friend or business associate status [<i>Instruction: initial one or more boxes that apply</i>]	
You must meet at least one of the following criteria to be able to make this investment. Check and initial the statement that applies to you:	Your initials
A) You are: 1) [<i>check all applicable boxes</i>] <input type="checkbox"/> a director of the issuer or an affiliate of the issuer <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer OR	

<p>2) [check all applicable boxes]</p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
<p>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: _____.</p> <p>You are the _____ of that person or that person's spouse. [Instruction: To qualify for this investment, the person listed above must be (a) your spouse or (b) your or your spouse's parent, grandparent, brother, sister, child or grandchild.]</p>	
<p>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: _____.</p> <p>You have known that person for _____ years.</p>	
<p>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: _____.</p> <p>You have known that person for _____ years.</p>	
<p>4. Your name and signature</p>	
<p>By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. 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.</p>	
<p>First and last name (please print):</p>	
<p>Signature:</p>	<p>Date:</p>
<p>SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE</p>	
<p>5. Contact person at the issuer or an affiliate of the issuer</p>	
<p>[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.]</p>	
<p>By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: [check the box that applies]</p> <p><input type="checkbox"/> family relationship as set out in section 3B of this form</p> <p><input type="checkbox"/> close personal friendship as set out in section 3C of this form</p> <p><input type="checkbox"/> close business associate relationship as set out in section 3D of this form</p>	

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	
<p>Answir Inc. 303 Mahogany Manor SE Calgary, Alberta T3M 1X4 Canada</p> <p>Attention: Nick Kuzyk E-mail: nick@mdwbnk.com Phone Number: (403) 978-3801</p>	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	
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 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 Exemptions.

SCHEDULE “C” – UNITED STATES ONLY
PROVISIONS APPLICABLE TO A UNITED STATES PURCHASER

U.S. PURCHASER CERTIFICATION

TO BE COMPLETED BY U.S. PURCHASERS ONLY

TO: ANSWIR INC. (the “Corporation”)

(Capitalized terms not specifically defined in this Exhibit have the meaning ascribed to them in the Subscription Agreement to which this Exhibit is attached.)

In connection with the execution of the Subscription Agreement to which this Exhibit is attached, the undersigned (the “Subscriber”) represents, warrants covenants, agrees and certifies (which representations, warranties covenants, agreements and certifications shall survive the Closing) to the Corporation (and acknowledges that the Corporation, is relying thereon) that:

- (a) the Subscriber understands and agrees that the SAFE has not been and will not be registered under the U.S. Securities Act, or applicable state securities laws, and the SAFE is being offered and sold by the Corporation in reliance upon the exemption from the registration requirement of the U.S. Securities Act provided by Section 4(a)(2) of the U.S. Securities Act and/or Rule 506(b) thereunder and similar exemptions under applicable state securities laws;
- (b) the Subscriber, and if applicable, each person for whose account the Subscriber is purchasing and acquiring the SAFE, is an accredited investor (“Accredited Investor”) that satisfies one or more of the categories of “accredited investor” in Rule 501(a) of Regulation D under the U.S. Securities Act (“Regulation D”) indicated below **(the Subscriber must initial the appropriate line(s) applicable to it, and insert “BP” on the appropriate line applicable to any beneficial purchaser on behalf of whom the Subscriber is acting);**

Category 1.

- _____ a) A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
- _____ b) A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
- _____ c) A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or
- _____ d) An investment advisor registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; or
- _____ e) An investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940; or
- _____ f) An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
- _____ g) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; or

- _____ h) A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or
 - _____ i) A Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; or
 - _____ j) A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; or
 - _____ k) An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; or
- _____ Category 2. A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or
- _____ Category 3. An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of U.S.\$5,000,000; or
- _____ Category 4. Any director or executive officer of the Corporation; or
- _____ Category 5. A natural person whose individual net worth,¹ or joint net worth² with that person's spouse, at the time of purchase exceeds U.S.\$1,000,000; or
- _____ Category 6. A natural person who had an individual income in excess of U.S.\$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent³ in excess of U.S.\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- _____ Category 7. A trust, with total assets in excess of U.S.\$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the U.S. Securities Act; or

¹ In determining "net worth", "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than sixty (60) days before the Shares are acquired, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the issuance of the Shares for the purpose of investing in the Shares.

² For the purposes of calculating joint net worth in this paragraph (a)(5): joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this paragraph (a)(5) does not require that the securities be purchased jointly.

³ The term spousal equivalent shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

- _____ Category 8. An entity in which all of the equity owners meet the requirements of at least one of the above categories;⁴ or
- _____ Category 9. An entity, of a type not listed in paragraphs (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;⁵ or
- _____ Category 10. A natural person holding any of the following FINRA certifications in good standing: Licensed General Securities Representative license (Series 7), Licensed Investment Adviser Representative (Series 65); or Licensed Private Securities Offerings Representative license (Series 82); or
- _____ Category 11. A natural person who is a “knowledgeable employee,” as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such Act; or
- _____ Category 12. A “family office,” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):
- (i) With assets under management in excess of \$5,000,000,
 - (ii) That is not formed for the specific purpose of acquiring the securities offered, and
 - (iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and
- _____ Category 13. A “family client,” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii); or
- _____ Category 14. Is not an Accredited Investor and may not participate in the Offering.
- (c) the Subscriber is authorized to consummate the purchase of the SAFE;
 - (d) the Subscriber is acquiring the SAFE as principal for its own account or for the account of one or more Accredited Investors for which it exercises sole investment discretion and not with the view to the resale or distribution thereof in violation of the U.S. Securities Act or any state securities laws;
 - (e) the Subscriber, alone or with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits, and risks of its investment in the SAFE and the Subscriber is able to bear the loss of the entire investment;
 - (f) the Subscriber is not purchasing the SAFE as a result of any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act (“Regulation S”)) or any “general solicitation” or “general advertising” (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or disseminated on the Internet, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

⁴ It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this paragraph (a)(8). If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this paragraph (a)(8) may be available.

⁵ For the purposes this paragraph (a)(9), “investments” is defined in Rule 2a51-1(b) under the Investment Company Act of 1940 (17 CFR 270.2a51-1(b)).

- (g) the SAFE has not been and will not be registered under the U.S. Securities Act, or the securities laws of any state, and may not be offered or sold in the United States without registration under the U.S. Securities Act and any applicable state securities laws, unless exemptions or exclusions from such registrations are available, and in accordance with the Subscription Agreement, including this Certification;
- (h) The SAFE will be “restricted securities” as defined in Rule 144(a)(3) under the U.S. Securities Act, and the Subscriber shall not offer, sell, pledge or otherwise transfer any of such securities, directly or indirectly, unless the offer, sale, pledge or transfer is:
 - (i) to the Corporation (although the Corporation is under no obligation to purchase any securities);
 - (ii) outside the United States in accordance with Rule 904 of Regulation S and in compliance with applicable local laws and regulations;
 - (iii) in compliance with (A) Rule 144A under the U.S. Securities Act to a person the seller reasonably believes to be a Qualified Institutional Buyer (as defined in Rule 144A); or (B) Rule 144 under the U.S. Securities Act (“Rule 144”), if available;
 - (iv) in another transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws; or
 - (v) pursuant to an effective registration statement under the U.S. Securities Act; and

in each case accordance with applicable state securities laws; *and*

the Subscriber has prior to any transfer pursuant to clauses (iii)(B) or (iv) (and, if required by the Corporation, or the transfer agent for the Corporation, clause (ii)) above, furnished to the Corporation an opinion of counsel of recognized standing, or other evidence, reasonably satisfactory to the Corporation, to the effect that such proposed transfer does not require registration under the U.S. Securities Act or applicable state securities laws;

- (i) until such time as the same is no longer required under the requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the SAFE, and all certificates representing any securities issued in exchange thereof or in substitution therefor, will bear the following legend, in addition to any other legends that may be required under applicable securities laws:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF ANSWIR INC. (THE “CORPORATION”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY: (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT (“REGULATION S”), (C) IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, AND IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS, AFTER, IN THE CASE OF TRANSFERS PURSUANT TO CLAUSE (C)(2) OR (D) (OR IF REQUIRED BY THE CORPORATION, OR ITS TRANSFER AGENT, CLAUSE (B)) ABOVE, THE HOLDER HAS PROVIDED TO THE CORPORATION A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION, TO THE EFFECT THAT THE SALE OF SUCH SECURITIES IS NOT REQUIRED TO BE REGISTERED UNDER THE U.S. SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS.

THESE SECURITIES MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.”

provided, that if the SAFE is being sold under Rule 904 of Regulation S in accordance with clause (B) above, at the time of sale the legend above may be removed by providing a duly completed and signed declaration to the Corporation and the transfer agent for the Corporation, in the form of Schedule I attached to this Certificate (or in such other form as the Corporation may prescribe), together with any other evidence reasonably requested by the Corporation or transfer agent, which evidence may include an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Corporation, to the effect that the transfer of the SAFE does not require registration under the U.S. Securities Act;

provided further, that if any of the SAFE is being sold pursuant to Rule 144, if available, the legend may be removed by delivering to the Corporation and the transfer agent for the SAFE being sold an opinion of counsel of recognized standing reasonably satisfactory to the Corporation and transfer agent for the SAFE being sold, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws.

Upon the Subscriber's compliance with either Rule 904 of Regulation S or Rule 144, and the Subscription Agreement, including this Certification, the Corporation shall use its reasonable commercial efforts to cause the transfer agent to remove the foregoing legend within two business days of receipt of the foregoing;

- (j) the Corporation has made available to the Subscriber or its agents such additional information requested by the Subscriber or on its behalf, which the Corporation possesses or can acquire without unreasonable effort or expense, that the Subscriber considered necessary to make an informed decision to invest in the Corporation. The Subscriber has had the opportunity to ask questions of, and receive answers from, representatives of the Corporation concerning the Corporation, its business and financial condition and the terms and conditions of the offering of the SAFE, and all such questions have been answered to the Subscriber's satisfaction. The Subscriber has not relied on any other representations or other information (whether oral or written) made by or on behalf of the Corporation other than as contemplated by the Subscription Agreement, including this Certificate;
- (k) the Subscriber understands that the Corporation has no obligation to file, or present intention of filing, with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the SAFE;
- (l) the Subscriber understands that if the Corporation were to ever be deemed to be, or to have at any time previously been, an issuer with (i) no or nominal operations and (ii) no or nominal assets other than cash and cash equivalents, Rule 144 may not be available with respect to transactions in the SAFE, and the Corporation is under no obligation to take, and has no present intention of taking, any required action in order to make Rule 144 available with respect to transactions in the SAFE;
- (m) the Subscriber understands that no public market for the SAFE now exists in the United States and a public market may never exist for the SAFE in the United States;
- (n) the Subscriber understands and acknowledges that there may be material tax consequences to the Subscriber of an acquisition or disposition of any of the SAFE. The Corporation gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States federal, state, or local tax law, or foreign tax law, of the Subscriber's acquisition or disposition of the SAFE;
- (o) the Subscriber is responsible for obtaining such legal and tax advice as it considers necessary in connection with the execution, delivery and performance by it of the Subscription Agreement, including this Certification;
- (p) the Subscriber understands that the financial statements of the Corporation have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;
- (q) the Subscriber understands that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things, the fact that: (i) the Corporation is organized under the laws of Canada; (ii) some or all of the directors and officers of the Corporation are residents of countries other than the United States; and (iii) all or a substantial portion of the assets of the Corporation and said persons may be located outside the United States;

- (r) the Subscriber understands that the SAFE has not been recommended by any United States federal or state securities commission or regulatory authority. The foregoing authorities have not confirmed the accuracy or determined the adequacy of the information in the Subscription Agreement or the schedules and exhibits attached hereto, and any representation to the contrary is a criminal offense;
- (s) (a) if the Subscriber is acquiring the SAFE as a fiduciary or agent for one or more investors, it has full power to make the foregoing representations, warranties and agreements on behalf of each such investor, and the foregoing representations, warranties and agreements are true and correct and will be binding upon each such investor; or (b) the undersigned is an agent of the Subscriber duly authorized to execute and deliver this letter on behalf of the Subscriber; and
- (t) the Subscriber understands and acknowledges that the representations, warranties and covenants contained in the Subscription Agreement, including this Certification, are made by it with the intent that they may be relied upon by the Corporation in determining the Subscriber's eligibility or the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the SAFE. The Subscriber agrees that by accepting the SAFE it shall be representing and warranting that the representations and warranties above are true as at the date hereof and the Closing Date with the same force and effect as if they had been made by it at each date and that they shall survive the purchase by it of the SAFE and shall continue in full force and effect notwithstanding any subsequent disposition by it of such securities.

The Subscriber undertakes to notify the Corporation immediately of any change in any representation, warranty or other information relating to the Subscriber or any Beneficial Subscriber set forth herein which takes place prior to the Closing.

Dated: _____, 2026.

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