

NEW MEDIA CAPITAL 2.0 INC.
(the “Issuer”)

SUBSCRIPTION FOR SUBSCRIPTION RECEIPTS
(FOR CANADIAN, U.S. & INTERNATIONAL SUBSCRIBERS)

INSTRUCTIONS TO SUBSCRIBER

STEP 1: Complete the Subscription Documents

- ☐ Read the **subscription agreement** and complete, date and sign page 1 of the subscription agreement, as applicable.
- ☐ Canadian and International Subscribers (excluding United States Subscribers) must complete the **Canadian Exemption Certification** attached hereto as Schedule “A” and as follows:
 - ☐ If you are subscribing as an “accredited investor” (as such term is defined in National Instrument 45-106 – *Prospectus Exemptions*), and if you have checked the boxes beside **category (j), (k) or (l)** in Section A of Schedule “A”, you must also complete **Exhibit 1 to Schedule “A” – Form 45-106F9 – Form for Individual Accredited Investors**.
 - ☐ If you are a resident of Ontario and relying on any of category (a) to (i) of Section B (family, friends and business associates exemption) of Schedule “A”, you must also complete **Exhibit 2 to Schedule “A” – Form 45-106F12 – Risk Acknowledgment Form for Family, Friend and Business Associate Investors**.
 - ☐ If you are a resident of Saskatchewan and one of the following, you must also complete **Section B of Schedule “A” and Exhibit 3 to Schedule “A” – Form 45-106F5 – Risk Acknowledgment Form Saskatchewan Close Personal Friends and Close Business Associates**.
 - A. a person described in category (d) or (e) of Section B of Schedule “A”;
 - B. a close personal friend or close business associate of a founder of the Issuer; or
 - C. a person described in category (h) or (i) of Section B of Schedule “A” if the distribution is based in whole or in part on a close personal friendship or close business association.
- Corporate subscribers who are resident outside of the United States and are purchasing securities offered hereunder for an acquisition cost of no less than \$150,000 do not need to complete Schedule “A”.
- ☐ United States Subscribers must complete the **United States Accredited Investor Certification** attached hereto as Schedule “B”.
- ☐ Corporate Subscribers must complete a **TSX Venture Exchange Form 4C - Corporate Placee Registration Form** attached as hereto as Schedule “C”, if (i) the Subscriber is an Insider of the Issuer, (ii) the Subscriber will become an Insider of the Issuer on closing of the Offering and/or deemed conversion of the Subscription Receipts, (iii) the Subscriber is a member of the Pro Group, OR (iv) the Subscriber will hold 5% or more of the issued and outstanding common shares of the Issuer on closing of the Offering and/or deemed conversion of the Subscription Receipts; unless a Corporate Placee Registration Form was previously filed by the Subscriber with the TSX Venture Exchange and such Corporate Placee Registration Form contains current accurate information.

STEP 2: Payment - Payment for the aggregate Purchase Price must be submitted via wire transfer only to Asiatel Outsourcing Ltd. (please see Canadian wire transfer instructions in Schedule “D”, or via DAP (delivery against payment) with respect to registered accounts used by Subscribers).

STEP 3: Completed Subscription Procedure - A completed and executed copy of this subscription agreement, including all applicable schedules hereto, must be delivered by no later than 5:00 pm (MST) on September 19, 2025 to:

New Media Capital 2.0 Inc.
Suite 1700, Enbridge Centre, 10175 101 St. NW,
Edmonton, Alberta T5J 0H3 Canada
Attention: John A. Putters, CEO and Director
(jputters@visionstate.com)
(with a copy to shafi@athl.com.hk and kc@mortonlaw.ca)

Should you have any questions regarding the completion of this subscription agreement and the attached schedules and exhibits, please contact Craig Goodwin by email at jgoodwin@asiateloutsourcing.com (with a copy to John Putters at jputters@visionstate.com).

SUBSCRIPTION AGREEMENT OF NEW MEDIA CAPITAL 2.0 INC.

BETWEEN: _____ (the “Subscriber”)
(Print name of Subscriber)

AND: **New Media Capital 2.0 Inc.** of Suite 1700, Enbridge Centre, 10175 101 St. NW, Edmonton, Alberta, T5J 0H3
(the “Issuer”)

AND: **Asiatel Outsourcing Ltd.** of Floor 2, Willow House, Cricket Square, PO Box 709, Grand Cayman KY1-1107, Cayman Island (“Asiatel”)

Subject and pursuant to the terms set out in “Terms and Conditions of Private Placement Subscription Agreement”, attached hereto and forming a part hereof (together, the “**Agreement**”), the Subscriber hereby irrevocably subscribes for, and on the Closing (as defined herein) will purchase from the Issuer, the number of subscription receipts of the Issuer on a post-Consolidation basis (the “**Subscription Receipts**”) at a price of \$0.20 per Subscription Receipt, for the aggregate purchase price (the “**Purchase Price**”) set forth below. The Offering is being conducted by the Issuer in connection with a Qualifying Transaction (as defined herein) with Asiatel pursuant to the terms of the Share Exchange Agreement (as defined herein). The Issuer will be renamed upon completion of the Transaction to a name determined by the Asiatel (the “**Resulting Issuer**”). Unless otherwise stated, all dollar references in this Agreement are to Canadian dollars.

SIGNED BY the Subscriber this _____ day of _____, 20__.

<p><u>Subscriber's Particulars</u></p> <p>_____</p> <p>(Name of Subscriber - please print)</p> <p>_____</p> <p>(Signature of Subscriber or its Authorized Representative)</p> <p>Per: _____</p> <p>(Print name and official capacity or title of signatory if Subscriber is not an individual)</p> <p>_____</p> <p>(Subscriber's Residential Address, including postal code)</p> <p>_____</p> <p>(Telephone Number, including area code)</p> <p>_____</p> <p>(E-mail Address)</p>
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<p><u>Number of Subscription Receipts:</u></p> <p>_____</p>
<p><u>Purchase Price: \$</u></p> <p>_____</p>
<p><u>Disclosed Beneficial Purchaser Information:</u> If the Subscriber is signing as trustee or agent for a beneficial purchaser and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either: (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106 or Section 73.3 of the <i>Securities Act</i> (Ontario), complete the following and ensure that the applicable Schedules are completed in respect of such beneficial purchaser (“Disclosed Beneficial Purchaser”):</p> <p>_____</p> <p>Name of Disclosed Beneficial Purchaser</p> <p>_____</p> <p>Disclosed Beneficial Purchaser's Address</p> <p>_____</p> <p>(Telephone Number) (E-mail Address)</p>

<p><u>Register the Subscription Receipts as set forth below:</u></p> <p>Name: _____</p> <p>Account reference, if applicable: _____</p> <p>Address: _____</p> <p>Issue share certificate <input type="checkbox"/> or DRS <input type="checkbox"/> (as defined herein) for the Shares? [Choose one]</p>
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<p><u>Deliver the Subscription Receipts as set forth below:</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email Address: _____</p> <p>_____</p>

SUBSCRIBER INFORMATION (check appropriate boxes and complete appropriate line item(s)):

1. State whether Subscriber is an Insider of the Issuer: Yes ☐ No ☐
2. State whether Subscriber is an Insider of Asiatel: Yes ☐ No ☐
3. State whether Subscriber is a member of the Pro Group: Yes ☐ No ☐
4. State whether Subscriber is a registrant under the securities legislation in a jurisdiction of Canada: Yes ☐ No ☐
5. If the Subscriber is not an individual, state whether the Subscriber has a Form 4C "Corporate Placee Registration Form" containing current accurate information on file with the TSX Venture Exchange, if applicable: Yes ☐ No ☐
6. Number and type of securities of the Issuer currently held or controlled, directly or indirectly (excluding those subscribed for hereunder) _____.
7. Number and type of securities of the Asiatel currently held or controlled, directly or indirectly
_____.

ACCEPTANCE:

The Issuer hereby accepts the subscription as set forth above on the terms and conditions contained in this Agreement (including all applicable schedules and exhibits).

DATED this ____ day of _____, ____.

NEW MEDIA CAPITAL 2.0 INC.

Per: _____
Authorized Signatory

Asiatel Outsourcing Ltd. hereby acknowledges receipt of the Purchase Price as set forth above on the terms and conditions contained in this Agreement (including all applicable schedules and exhibits).

DATED this ____ day of _____, ____.

ASIATEL OUTSOURCING LTD.

Per: _____
Authorized Signatory

SCHEDULE “A”**CANADIAN EXEMPTION CERTIFICATION**

In connection with the purchase by the undersigned Subscriber of Subscription Receipts (the “**Securities**”) of New Media Capital 2.0 Inc. (the “**Issuer**”), the Subscriber, on its own behalf and on behalf of each of the disclosed beneficial purchasers or other beneficial purchasers for whom the Subscriber is acting, hereby represents, warrants and certifies to the Issuer that the Subscriber meets one of the criteria listed below and has initialled beside the applicable criteria in the space provided.

Dated: _____, ____.

Print name of Subscriber

Signature

PLEASE PLACE YOUR INITIALS NEXT TO AT LEAST ONE OF THE CRITERIA LISTED IN SECTIONS A, B, OR C BELOW.

SECTION A. Accredited Investor

If the Subscriber is purchasing the Securities pursuant to Section 2.3 of National Instrument 45-106 (Accredited Investor Exemption), the Subscriber is [**initial where applicable**]:

Note: If the Subscriber is relying on section (j), (k), or (l) below, then please complete Exhibit 1 to Schedule “A”.

_____ (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;

_____ (a.1) in Ontario:

- (i) A bank listed in Schedule I, II, III to the *Bank Act* (Canada);
- (ii) An association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act;
- (iii) Loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be; or
- (iv) Such other financial institutions as may be prescribed by the regulations. 2009, c.18, Sched. 26, s. 12(2).

_____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

_____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;

- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- _____ (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) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- _____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- _____ (i) a pension fund that is regulated by 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 financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 **(if relying on this exemption, the Subscriber must complete, sign and return to the Issuer the Form attached as Exhibit 1 to Schedule "A" hereto)**;
- _____ (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 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300 000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **(if relying on this exemption, the Subscriber must complete, sign and return to the Issuer the Form attached as Exhibit 1 to Schedule "A" hereto)**;
- _____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 **(if relying on this exemption, the Subscriber must complete, sign and return to the Issuer the Form attached as Exhibit 1 to Schedule "A" hereto)**;
- _____ (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*] or 2.19 [*Additional investment in investment funds*] of National Instrument 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of National Instrument 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;
- _____ (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 Québec, the regulator as an accredited investor; 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.

Note: If the Subscriber is relying on exemption (j), (k), or (l) of Section A above, please complete Exhibit 1 to Schedule "A".

The Subscriber may not rely on exemption (m) of Section A above if it was created or used solely to purchase or hold securities as an accredited investor.

For the purposes of this Section A:

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

“*related liabilities*” means liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or liabilities that are secured by financial assets.

All monetary references are in Canadian Dollars.

SECTION B. Family, Friends and Business Associates

If the Subscriber is purchasing the Securities pursuant to Section 2.5 of National Instrument 45-106 (Family, Friends and Business Associates Exemption), then the Subscriber hereby certifies to the Issuer that the Subscriber is **initial where applicable**:

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

and no commission or finder’s fee may be paid to any director, officer, founder or control person of the Issuer or an affiliate of the Issuer in connection with its purchase of the Securities.

Describe relationship indicated above (including the name and title of the individual related to the Issuer):

I have known that person for _____ years.

TO BE COMPLETED BY THE ISSUER:

I confirm that I have the relationship indicated above with the Subscriber.

Signature

Name and Title

IF THE SUBSCRIBER IS A RESIDENT OF ONTARIO and is a person described in any category (a) to (i) of Section B immediately above, please complete the Risk Acknowledgement Form attached as Exhibit 2 to Schedule “A”.

If the Subscriber is a resident of Saskatchewan and is a person described in (i), (ii) or (iii) immediately below (please circle one), please complete the Risk Acknowledgement Form attached as Exhibit 3 to Schedule “A”:

- (i) a person described in section B(d) or B(e) above,
- (ii) a close personal friend or close business associate of a founder of the Issuer, or
- (iii) a person described in section B(h) or B(i) above if the distribution is based in whole or in part on a close personal friendship or close business association.

Describe the relationship indicated above (including the name and title of the individual related to the Issuer):

SECTION C. Employee, Executive Officer, Director or Consultant

If the Subscriber is purchasing the Securities pursuant to Section 2.24 of National Instrument 45-106 (Employee, Executive Officer, Director or Consultant Exemption), participation in the trade is voluntary and the Subscriber is [initial where applicable]:

- _____ (a) an employee, executive officer, director or consultant of the Issuer;
- _____ (b) an employee, executive officer, director or consultant of a related entity of the Issuer;
or
- _____ (c) a permitted assign of a person referred to in paragraphs (a) or (b).

If the Subscriber is an Executive Officer then he warrants that he is a:

- (i) chair, vice chair or president;
- (ii) 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.

If the Subscriber is a Consultant, being a person other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, then he warrants that he:

- (i) is engaged to provide services to the Issuer or a related entity of the Issuer, other than services provided in relation to a distribution;
- (ii) provides the services under a written contract with the Issuer or a related entity of the Issuer; and
- (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the Issuer

and includes

- (iv) for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner, and
- (v) for a consultant that is not an individual, an employee, executive officer, or director of the consultant, provided that the individual employee, executive officer, or director spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer.

“permitted assign” means, for a person that is an employee, executive officer, director or consultant of an issuer or of a related entity of the Issuer,

- (i) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the person;
- (ii) a holding entity of the person;
- (iii) a RRSP, RRIF, or TFSA of the person;
- (iv) the spouse of the person;
- (v) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person;
- (vi) a holding entity of the spouse of the person; or
- (vii) a RRSP, RRIF, or TFSA of the spouse of the person.

**Exhibit 1
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 of securities: Subscription Receipts

Issuer: New Media Capital 2.0 Inc.

Purchased from: The Issuer

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

**Your
initial
s**

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.

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
initial
s**

- 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.)

- 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 style="text-align: center;">New Media Capital 2.0 Inc. Suite 1700, Enbridge Centre, 10175 101 St. NW, Edmonton, Alberta T5J 0H3 Canada Attention: John A. Putters, CEO and Director Tel: 587-985-2601</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.

**Exhibit 2
to Schedule “A”**

Risk Acknowledgement Form for Family, Friend and Business Associate Investors
(FOR ONTARIO SUBSCRIBERS)

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: Subscription Receipts	Issuer: New Media Capital 2.0 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 \$_____. <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. 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
<p>A) You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	

B) You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i> , 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. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i>	
C) You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i> , who holds the following position at the issuer or an affiliate of the issuer: _____. You have known that person for _____ years.	
D) You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i> , who holds the following position at the issuer or an affiliate of the issuer: _____. 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**

New Media Capital 2.0 Inc.
 Suite 1700, Enbridge Centre, 10175 101 St. NW,
 Edmonton, Alberta T5J 0H3 Canada
Attention: John A. Putters, CEO and Director
Tel: 587-985-2601

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 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.

**Exhibit 3
to Schedule “A”**

Form 45-106F5 - Risk Acknowledgement Form
Saskatchewan Close Personal Friends and Close Business Associates

WARNING

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 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 Subscriber

Print name of Subscriber

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>.

SCHEDULE “B”**UNITED STATES ACCREDITED INVESTOR CERTIFICATION**

TO: New Media Capital 2.0 Inc. (the “**Issuer**”)

The Subscriber understands and agrees that the Subscription Receipts and the underlying Units, Shares, Warrants and Warrant Shares of the Issuer (the “**Securities**”) have not been and will not be registered under the United States *Securities Act of 1933*, as amended (the “**1933 Act**”), or applicable state securities laws, and the Securities are being offered and sold on behalf of the Issuer to the Subscriber in reliance upon Rule 506(b) of Regulation D under the 1933 Act (“**Regulation D**”).

(a) The undersigned represents, warrants and covenants (which representations, warranties and covenants will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that:

(i) it is purchasing the Securities for its own account for investment purposes only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States; provided, however, that the Subscriber may sell or otherwise dispose of any of the Securities if registered pursuant to the 1933 Act and any applicable state securities laws or if an exemption or exclusion from such registration requirements is available;

(ii) it satisfies one or more of the categories of “accredited investor” indicated below (**the Subscriber must initial the appropriate line(s):**)

- _____ Category 1. A bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
- _____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
- _____ Category 3. A broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*; or
- _____ Category 4. An investment adviser registered pursuant to Section 203 of the United States *Investment Advisers Act of 1940* or registered pursuant to the laws of a state; or
- _____ Category 5. An investment adviser relying on the exemption from registering with the United States Securities and Exchange Commission under Section 203(l) or (m) of the United States *Investment Advisers Act of 1940*; or
- _____ Category 6. An insurance company as defined in Section 2(a)(13) of the 1933 Act; or
- _____ Category 7. An investment company registered under the United States *Investment Company Act of 1940*; or
- _____ Category 8. A business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; or
- _____ Category 9. 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*; or
- _____ Category 10. A rural business investment company as defined in Section 384A of the United States *Consolidated Farm and Rural Development Act*; or

- _____ Category 11. 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, with total assets in excess of US\$5,000,000; or
- _____ Category 12. 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 US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; or
- _____ Category 13. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or
- _____ Category 14. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000; or
- _____ Category 15. A director, executive officer, or general partner of the Issuer; or
- _____ Category 16. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (as defined in Rule 506(j) of Regulation D), at the date hereof exceeds US\$1,000,000
- (**Note 1:** 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 does not require that the securities be purchased jointly.
- Note 2:** The value of an individual's primary residence may not be included in this net worth calculation, the related amount of indebtedness secured by the primary residence up to its estimated fair market value should be deducted from an individual's net worth (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and any indebtedness in excess of the estimated fair market value of an individual's primary residence should be considered a liability and should be deducted from an individual's net worth if the mortgagee or other lender has recourse to the individual personally for any deficiency.); or
- _____ Category 17. A natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent (as defined in Rule 506(j) of Regulation D) in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- _____ Category 18. A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

_____ Category 19. An entity in which all of the equity owners meet the requirements of at least one of the above categories

(Note: It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this category, provided that those natural persons are themselves accredited investors and all other equity owners of the entity seeking accredited investor status are accredited investors.); or

_____ Category 20. An entity, of a type not listed in categories 1 through 14, 18 or 19, not formed for the specific purpose of acquiring the securities offered, owning investments (as defined in Rule 2a51-1(b) under the United States *Investment Company Act of 1940*) in excess of US\$5,000,000; or

_____ Category 21. A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status, including the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), and the Licensed Investment Adviser Representative (Series 65); or

_____ Category 22. A “family office,” as defined in Rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*, (a) with assets under management in excess of US\$5,000,000, (b) that is not formed for the specific purpose of acquiring the securities offered, and (c) 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; or

_____ Category 23. A “family client,” as defined in Rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*, of a family office meeting the requirements in Category 23 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (c) of Category 22;

(b) it understands that if it decides to offer, sell or otherwise transfer the Securities, it will not offer, sell or otherwise transfer any of such securities directly or indirectly, unless:

- (i) the transfer is to the Issuer;
- (ii) the transfer is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act (“**Regulation S**”) and in compliance with applicable local laws and regulations;
- (iii) the transfer is made in compliance with the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder, if available, and in accordance with applicable state securities laws; or
- (iv) the Securities are transferred in compliance with any other exemption from registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities;

provided that it has prior to such sale furnished to the Issuer an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to the Issuer;

(c) it understands that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the 1933 Act or applicable U.S. state laws and regulations, the certificates or DRS statements representing the Securities will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF NEW MEDIA CAPITAL 2.0 INC. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS; (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (D) IN ACCORDANCE WITH ANY OTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT, IN THE EVENT OF A TRANSFER PURSUANT TO CLAUSE (C)(I) OR (D) ABOVE, THE COMPANY WILL REQUIRE AN OPINION OF COUNSEL OF RECOGNIZED STANDING REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA OR ELSEWHERE.

A NEW CERTIFICATE BEARING NO LEGEND, DELIVERY OF WHICH WILL CONSTITUTE “GOOD DELIVERY”, MAY BE OBTAINED FROM THE COMPANY’S TRANSFER AGENT UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE TRANSFER AGENT AND THE COMPANY, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND APPLICABLE FOREIGN LAW.”

provided that if Securities are eligible to be sold under clause (B) above, the legend set forth above may be removed by providing a declaration to the Issuer and its transfer agent in the form attached hereto as Appendix 1 or as the Issuer or its transfer agent may from time to time prescribe, to the effect that the sale of the Securities is being made in compliance with Rule 904 of Regulation S;

provided further, that if any of the Securities are being sold pursuant to Rule 144 under the 1933 Act, if available, the legend may be removed by delivery to the Issuer’s transfer agent of an opinion of counsel of recognized standing reasonably satisfactory to the Issuer to the effect that the legend is no longer required under applicable requirements of the 1933 Act or state securities laws;

- (d) the certificates representing the Subscription Receipts and the Warrants, and all securities issued in exchange therefor or in substitution thereof, will also bear a legend in substantially the following form:

“THESE SUBSCRIPTION RECEIPTS/ WARRANTS MAY NOT BE CONVERTED/ EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE SUBSCRIPTION RECEIPTS/ WARRANTS AND THE UNDERLYING SECURITIES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATION S UNDER THE SECURITIES ACT.”

- (e) it has had the opportunity to ask questions of and receive answers from the Issuer regarding the investment, and has received all the information regarding the Issuer that it has requested;
- (f) it consents to the Issuer making a notation on its records or giving instructions to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described herein;
- (g) it understands and acknowledges that the Issuer has no obligation 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 Securities in the United States;
- (h) the address of the Subscriber at which the Subscriber received and accepted the offer to purchase the Securities is the address listed as the "Subscriber's Address" on the signature page of the Agreement;
- (i) it acknowledges that it has not purchased the Securities as a result of any form of general solicitation or general advertising as those terms are used in Rule 502(c) of Regulation D, and the offer and sale of the Securities was not accompanied by any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, broadcast over radio or television or similar media, or published or broadcast via any form of electronic display, including the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (j) it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition, disposition or exercise of any of the Securities; the Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such Securities; in particular, no determination has been made whether the Issuer will be a "passive foreign investment company" ("PFIC") within the meaning of Section 1291 of the United States Internal Revenue Code;
- (k) it understands and agrees that the financial statements of the Issuer have been prepared in accordance with Canadian generally accepted accounting principles, 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; and
- (l) it is capable by reason of knowledge and experience in financial and business matters in general, and investments in particular, of assessing and evaluating the merits and risks of an investment in the Securities, and is and will be able to bear the economic loss of its entire investment in any of the Securities and can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment.

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.

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

Date: _____, ____.

**Appendix 1 to Schedule “B”
United States Accredited Investor Certification**

**FORM OF DECLARATION FOR REMOVAL OF LEGEND
PURSUANT TO REGULATION S**

TO: New Media Capital 2.0 Inc. (the “**Issuer**”)

AND TO: The registrar and transfer agent for the common shares of the Issuer (the “**Transfer Agent**”)

The undersigned in connection with a sale of the subject securities (A) acknowledges that the sale of the securities of the Issuer to which this declaration relates is being made in reliance on Rule 904 of Regulation S (“**Regulation S**”) under the United States *Securities Act of 1933*, as amended (the “**U.S. Securities Act**”), and (B) certifies that: (1) the undersigned is not an (a) “affiliate” (as that term is defined in Rule 405 under the U.S. Securities Act) of the Issuer or is an affiliate solely by virtue of being an officer or director of the Issuer, (b) a “distributor”, or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the TSX Venture Exchange or another “designated offshore securities market” and neither the seller nor any person acting on its behalf knows or will know that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any “directed selling efforts” in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace such securities sold in reliance on Rule 904 with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S. The undersigned in making this declaration acknowledges that the Issuer and the Transfer Agent are relying on the contents hereof and hereby agrees to indemnify and hold harmless the Issuer and the Transfer Agent for any and all liability, losses, claims and demands in any way related to the subject matter of this declaration.

Dated _____.

Signature of individual (if Subscriber is an individual)

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

Official capacity of authorized signatory (please print)

Affirmation by Seller's Broker-Dealer
(required for sales under (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**") dated _____, with regard to our sale, for such Seller's account, of the securities of the Corporation described therein, and on behalf of ourselves we certify and affirm that (A) we have no knowledge that the transaction was prearranged with a buyer in the United States, (B) the transaction was executed on or through the facilities of the TSX Venture Exchange or another "designated offshore securities market", (C) neither we, nor any person acting on our behalf, engaged in any "directed selling efforts" in connection with the offer and sale of such securities, and (D) no selling concession, fee or other remuneration is being paid to us in connection with this offer and sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

<Name of Firm>

By:

Authorized Officer

DATE _____.



FORM 4C

CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:
 - (a) Name: _____
 - (b) Complete Address: _____
 - (c) Jurisdiction of Incorporation or Creation: _____

2.
 - (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? _____
 - (b) Is the Placee carrying on business as a portfolio manager outside of Canada: (Yes/No)? _____

3. If the answer to 2(b) above was "Yes", the undersigned certifies that:
 - (a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;
 - (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;
 - (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;
 - (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and
 - (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

4. If the answer to 2(a). above was “No”, please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

- (a) “Personal Information” means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
 - (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____
on _____

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT

SCHEDULE “D”

**CANADIAN WIRE TRANSFER INSTRUCTIONS OF
ASIATEL OUTSOURCING LTD.**

For Canadian Dollar Transfers:

PAY TO: CANADIAN IMPERIAL BANK OF COMMERCE, TORONTO

SWIFT: CIBCCATT

BANK CODE: 0010 TRANSIT 09602

FOR THE ACCOUNT OF: CIBC BANK USA ACCOUNT NUMBER: 2774313

Favor of (“F/O”): Asiatel Outsourcing Ltd.

Account (“A/C”) : 2052105

SCHEDULE “E”

TERMS AND CONDITIONS OF PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

1. **Definitions.** In this Schedule, including the schedules hereto, unless context otherwise requires:
 - (a) “**1933 Act**” means the United States *Securities Act of 1933*;
 - (b) “**Accelerated Exercise Period**” has the meaning set out in Subsection 4(f) of this Schedule;
 - (c) “**Agreement**” has the meaning set out on page 1 of this Agreement and includes the schedules thereto;
 - (d) “**Asiatel**” means Asiatel Outsourcing Ltd.;
 - (e) “**Authorities**” has the meaning set out in Subsection 8(h)(ii) of this Schedule;
 - (f) “**Canadian Regulators**” has the meaning set out in Subsection 7(d) of this Schedule;
 - (g) “**Closing**” has the meaning set out in Section 6 of this Schedule;
 - (h) “**Closing Date**” has the meaning set out in Section 6 of this Schedule;
 - (i) “**Consolidation**” has the meaning set out in section 4(c);
 - (j) “**Conversion**” has the meaning set out in Subsection 4(g) of this Schedule;
 - (k) “**Conversion Date**” means the date of Conversion;
 - (l) “**Deadline**” means January 16, 2026, which date may be extended to the Extended Deadline;
 - (m) “**Disclosed Beneficial Purchaser**” has the meaning set out on page 1 of the Agreement;
 - (n) “**distribution**” has the meaning ascribed to it in the *Securities Act* (British Columbia);
 - (o) “**DRS**” has the meaning set out in Section 6 of this Schedule;
 - (p) “**Escrow Agent**” has the meaning set out in Subsection 4(l) of this Schedule;
 - (q) “**Escrow Agreement**” has the meaning set out in Subsection 4(l) of this Schedule;
 - (r) “**Escrow Release Conditions**” means: (i) the completion of the Transaction; or (ii) the completion, satisfaction or waiver of all conditions precedent to the completion of the Transaction (other than this Offering) contained in the Share Exchange Agreement with completion of all of the steps outlined in (i) and/or (ii) above to be determined by the Issuer and Asiatel in their sole discretion;
 - (s) “**Escrow Termination Date**” has the meaning set out in Subsection 4(o) of this Schedule;
 - (t) “**Escrowed Funds**” means the aggregate amount received by Asiatel under the Offering;
 - (u) “**Exchange**” means the TSX Venture Exchange;
 - (v) “**Extended Deadline**” has the meaning set out in Subsection 4(p) of this Schedule;

- (w) **“Insider”** means: (a) a director or senior officer of the Issuer, (b) a director or senior officer of a company that is an Insider or subsidiary of the Issuer; (c) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Issuer, or (d) the Issuer itself if it holds any of its own securities;
- (x) **“International Jurisdiction”** means a jurisdiction other than Canada or the United States;
- (y) **“Issuer”** means New Media Capital 2.0 Inc., a capital pool company listed on the Exchange;
- (z) **“Legislation”** has the meaning set out in Subsection 7(d)(i) of this Schedule;
- (aa) **“NI 45-102”** means National Instrument 45-102 – *Resale of Securities*;
- (bb) **“NI 45-106”** means National Instrument 45-106 – *Prospectus Exemptions*;
- (cc) **“Offering”** has the meaning set out in Section 4 of this Schedule;
- (dd) **“PCMLTFA”** means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada);
- (ee) **“Purchase Price”** has the meaning set out on page 1 of the Agreement;
- (ff) **“Qualifying Transaction”** has the meaning ascribed to it in the Exchange’s Policy 2.4 – *Capital Pool Companies*.
- (gg) **“Regulation S”** means Regulation S promulgated under the 1933 Act;
- (hh) **“Resulting Issuer”** means the Issuer as it exists after completion of the Transaction, to be renamed to a name determined by Asiatel;
- (ii) **“Securities”** has the meaning set out in Section 3 of this Schedule;
- (jj) **“Securities Regulatory Authorities”** has the meaning set out in Subsection 7(x) of this Schedule;
- (kk) **“Share Exchange Agreement”** means the share exchange agreement dated July 16, 2025, among the Issuer, Asiatel and the shareholders of Asiatel as may be amended from time to time;
- (ll) **“Shares”** has the meaning set out in Subsection 4(e) of this Schedule;
- (mm) **“Subscriber”** has the meaning set out on page 1 of the Agreement;
- (nn) **“Subscription Receipt Agent”** has the meaning set out in Subsection 4(k) of this Schedule;
- (oo) **“Subscription Receipt Agreement”** has the meaning set out in Subsection 4(k) of this Schedule;
- (pp) **“Subscription Receipts”** has the meaning set out on page 1 of this Agreement;
- (qq) **“Termination Event”** has the meaning set out in Subsection 4(o) of this Schedule;
- (rr) **“Transaction”** has the meaning set out in Subsection 4(b) of this Schedule;

- (ss) **“United States”** means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
- (tt) **“Units”** has the meaning set out in Subsection 4(e) of this Schedule;
- (uu) **“U.S. Person”** has the meaning ascribed to such term in Rule 902(k) of Regulation S, which definition includes, but is not limited to, an individual resident in the United States and an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or company organized or incorporated under the laws of the United States;
- (vv) **“USA PATRIOT Act”** means the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States);
- (ww) **“Warrant Shares”** has the meaning set out in Subsection 4(e) of this Schedule; and
- (xx) **“Warrants”** has the meaning set out in Subsection 4(d) of this Schedule;

2. **Schedules.** The following schedules form part of the Agreement:

Schedule “A”	-	Canadian Exemption Certification
Schedule “B”	-	United States Accredited Investor Certification
Schedule “C”	-	Exchange Corporate Placee Registration Form
Schedule “D”	-	Asiatel Canadian Wire Transfer Instructions
Schedule “E”	-	Terms and Conditions of Private Placement Subscription Agreement
Schedule “F”	-	Securities Regulatory Authorities Contact Information

3. **Delivery and Use of Purchase Price.** The Subscriber hereby irrevocably subscribes for and agrees to purchase the number of Subscription Receipts described on page 1 of the Agreement for the Purchase Price. The Subscriber agrees to deliver to Asiatel the Purchase Price (which such Purchase Price will be held in escrow until the Escrow Release Conditions have been met or the occurrence of a Termination Event) and, concurrently therewith, deliver to the Issuer and Asiatel a fully completed and executed copy of the Agreement and the attached schedules and exhibits hereto, as applicable. The Subscription Receipts and the underlying Units are to be issued in accordance with the registration instructions provided on page 1 of the Agreement. The term **“Securities”** used herein refers to the Subscription Receipts, Units, the Shares, the Warrants and the Warrant Shares of the Issuer, as applicable.
4. **Terms of the Offering.** The Subscriber acknowledges and agrees (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) that:
- (a) The offer and sale of the Subscription Receipts (as described on page 1 of the Agreement) to the Subscriber is part of a larger offering by the Issuer on a private placement basis of up to 5,000,000 Subscription Receipts for gross proceeds of up to \$1,000,000 (the **“Offering”**). Notwithstanding the foregoing, the Issuer and Asiatel may increase or decrease the Offering in their sole discretion without providing further notice to the Subscriber.
 - (b) The Offering is being conducted and the Subscription Receipts are being issued in connection with the Issuer’s proposed transaction with Asiatel and Asiatel’s shareholders as disclosed in the Issuer’s news release dated July 18, 2025. The Issuer entered into the Share Exchange Agreement pursuant to which the Issuer agreed to purchase 100% of the issued and outstanding ordinary shares of Asiatel from the shareholders of Asiatel (the **“Transaction”**). The Transaction will constitute the Issuer’s Qualifying Transaction and remains subject to the approval of the Exchange. The Transaction is also subject to the receipt of certain regulatory and other closing conditions customary in transactions of this nature.

- (c) Pursuant to the Share Exchange Agreement, the Issuer has also agreed to consolidate its common shares on the basis of one new common share for every two (2) issued and outstanding common shares concurrently with or prior to the closing of the Transaction (the “**Consolidation**”). **The Subscriber acknowledges, confirms and agrees that the Purchase Price and the number of Subscription Receipts issuable pursuant to the Offering are calculated on a post-Consolidation basis.**
- (d) Funds representing the aggregate Purchase Price must be submitted via wire transfer only to Asiatel in accordance with the wire transfer instructions set out in Schedule “D” attached hereto or via DAP (delivery against payment) with respect to registered accounts used by Subscribers. The funds will be held in escrow by Asiatel or if applicable the Escrow Agent pursuant to the terms of the Escrow Agreement, if applicable, until the Escrow Release Conditions have been met or the occurrence of a Termination Event.
- (e) Each Subscription Receipt will entitle the Subscriber to receive, without any further action on the part of the Subscriber and for no additional consideration, one post-Consolidation unit (a “**Unit**”), upon the satisfaction, or waiver by the Subscriber, of the Escrow Release Conditions prior to the Escrow Termination Date. Each Unit is comprised of one post-Consolidation common share of the Issuer (a “**Share**”) and one post-Consolidation common share purchase warrant (a “**Warrant**”). Each Warrant entitles the Subscriber to purchase one additional post-Consolidation common share of the Issuer (a “**Warrant Share**”) at a price of \$0.30 per Warrant Share for a period of 18 months from the Conversion Date (as defined herein), subject to an Accelerated Exercise Period (as defined herein).
- (f) If, over a period of ten (10) consecutive trading days between the Closing Date (as defined herein) and the expiry of the Warrants, the closing price of the common shares of the Resulting Issuer on the Exchange (or such other stock exchange where the majority of the trading volume occurs) is at \$0.45 or above for each of those ten (10) consecutive days, the Issuer may, at any time after such an occurrence, give written notice (via news release) to the holders of the Warrants that the Warrants will expire at 4:00 p.m. (Vancouver time) on the 30th day following the giving of notice (the “**Accelerated Exercise Period**”) unless exercised by the holders prior to such date. Upon receipt of such notice, the holders of the Warrants will have 30 days to exercise their Warrants. Any Warrants which remain unexercised at 4:00 p.m. (Vancouver time) on the 30th day following the giving of such notice will expire at that time. Any insiders of the Issuer who are unable to exercise their Warrants due to any ‘blackout period’ being in effect during the term of their Warrants will automatically have their Accelerated Exercise Period extended by the aggregate time of the blackout period(s).
- (g) On the Conversion Date, the Issuer will issue to the Subscriber the appropriate number of Shares and Warrants (the “**Conversion**”) and the Subscription Receipts will be automatically cancelled and will have no further force or effect.
- (h) For greater certainty, the Securities to be issued by the Issuer on the deemed Conversion of the Subscription Receipts will be issued on a post-Consolidation basis.
- (i) No fractional Shares or Warrants are issuable pursuant to the conversion of the Subscription Receipts. If a holder of a Subscription Receipt would otherwise be entitled to a fractional Share or Warrant pursuant to the conversion of all of their Subscription Receipts, the aggregate number of Shares or Warrants to be issued will be rounded down to the next whole number of Shares or Warrants, as applicable, and the holder of such Subscription Receipts will not be entitled to any compensation in respect of such fraction.

- (j) The Subscription Receipts may be created and issued pursuant to a subscription receipt certificate (the “**Subscription Receipt Certificate**”) which the Issuer may elect (in its discretion with the written consent of Asiatel) to issue to the Subscriber. The description of the Subscription Receipts contained in this Schedule is a summary only and will be qualified in its entirety by the Subscription Receipt Certificate, if any. The provisions of the Subscription Receipt Certificate and the attributes and characteristics of the Subscription Receipts provided for therein shall be substantially as described herein, with such changes thereto as the Issuer may determine in its sole discretion. In the event of any inconsistency between the provisions hereof and the provisions of the Subscription Receipt Certificate (if any), the terms of the Subscription Receipt Certificate shall prevail and take precedence.
- (k) The Issuer and Asiatel may determine, in their sole discretion, to create and issue the Subscription Receipts pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) to be entered into between the Issuer, Asiatel (as required), and a subscription receipt agent (the “**Subscription Receipt Agent**”) to be dated as of the Closing Date. The Subscriber by its execution of this Agreement agrees to be bound by the terms of the Subscription Receipt Agreement (if any) as if an original signatory thereto. If a Subscription Receipt Agreement is utilized by the Issuer and Asiatel, the description of the Subscription Receipts contained in this Agreement will be a summary only and will be qualified in its entirety by the Subscription Receipt Agreement. The provisions of the Subscription Receipt Agreement (if any) and the attributes and characteristics of the Subscription Receipts provided for therein shall be substantially as described herein, with such changes thereto as the Issuer, Asiatel and the Subscription Receipt Agent may agree and shall otherwise be in such form as are satisfactory to the Issuer, Asiatel and the Subscription Receipt Agent, acting reasonably. In the event of any inconsistency between the provisions hereof and the provisions of the Subscription Receipt Agreement (if any), the provisions of the Subscription Receipt Agreement (if any) shall prevail and take precedence. Notwithstanding anything contained herein, the Issuer and Asiatel may (in the sole discretion of the Issuer and Asiatel) issue the Subscription Receipts without the use of a Subscription Receipt Agreement, as set forth in Subsection 4(j) above.
- (l) The Issuer and Asiatel may appoint an independent third party with the experience and administrative infrastructure necessary to hold and manage escrowed funds on the terms set out in this Agreement (such as the Issuer’s transfer agent and all as determined by the Issuer and Asiatel in their sole discretion) to act as escrow agent (the “**Escrow Agent**”) to hold the aggregate Purchase Price received by Asiatel pursuant to the Offering (the “**Escrowed Funds**”) in escrow and to manage and release the Escrowed Funds as set out in this Agreement. If the Issuer and Asiatel, in their sole discretion, decide to appoint an Escrow Agent, then the Issuer, Asiatel, and the Escrow Agent will enter into an escrow agreement which reflects the terms of this Agreement respecting the deposit, management and release of the Escrowed Funds (the “**Escrow Agreement**”), on or prior to Closing. On Closing or as soon as practicable thereafter, the aggregate Purchase Price received by Asiatel pursuant to the Offering will be deposited into escrow with the Escrow Agent pursuant to the Escrow Agreement. If the Issuer and Asiatel determine in their sole discretion not to appoint an Escrow Agent, then Asiatel will hold the Escrowed Funds.
- (m) The Escrowed Funds will be held in escrow by Asiatel or if applicable the Escrow Agent pursuant to the terms of the Escrow Agreement, if applicable, until the Escrow Release Conditions have been met or the occurrence of a Termination Event.
- (n) Upon satisfaction of the Escrow Release Conditions on or prior to the Deadline or Extended Deadline, as applicable, the Subscription Receipts will be converted into Shares and Warrants in accordance with Subsection 4(g) and the Escrowed Funds (together with interest earned thereon, if any) will be irrevocably released from escrow by Asiatel or the Escrow Agent, as applicable, to the Issuer.

- (o) In the event that: (i) the Escrow Release Conditions do not occur on or prior to the Deadline or Extended Deadline, as applicable, (ii) the Transaction is terminated at any time prior to the Deadline or Extended Deadline, or (iii) if the Issuer and Asiatel otherwise notify the Subscribers in writing that they do not intend to proceed with the Offering (in any case, a “**Termination Event**”, and the date upon which such event occurs, the “**Escrow Termination Date**”), the Escrowed Funds (with interest if any) will be returned to the Subscribers by Asiatel or the Escrow Agent, as applicable, the Subscription Receipts will be cancelled, and no party shall have any further obligations under this Agreement. For greater certainty, the occurrence of a Termination Event and the determination of the Escrow Termination Date will be determined by the Issuer and Asiatel in their sole discretion;
- (p) In the event that the Escrow Release Conditions do not occur on or prior to the Deadline and if the Issuer and Asiatel have made reasonable commercial efforts to complete the Transaction, all as determined by the Issuer and Asiatel in their sole discretion, and provided that the ‘Termination Date’ as defined in the Share Exchange Agreement has been extended beyond the Deadline, the Issuer and Asiatel may, in their sole discretion, extend the Deadline for up to an additional six (6) months (but in any event not beyond the date to which the ‘Termination Date’ as defined in the Share Exchange Agreement has been extended) without further notice to the Subscriber (the “**Extended Deadline**”);
- (q) If the Issuer and Asiatel appoint a Subscription Receipt Agent and propose to enter into to a Subscription Receipt Agreement as contemplated in Subsection 4(k), the Issuer and Asiatel may, in their sole discretion, appoint the Escrow Agent, if any, as Subscription Receipt Agent and, in lieu of entering into the Escrow Agreement and Subscription Receipt Agreement, may enter into a single agreement which contains the terms that would be included in the Subscription Receipt Agreement and the Escrow Agreement as contemplated herein.
- (r) the issuance of the Subscription Receipts will not restrict or prevent the Issuer from obtaining any other financing, or from issuing additional securities or rights prior to the Conversion; and
- (s) the Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Issuer in whole or in part.

5. **Conditions of Purchase.** The obligation of the Issuer to sell the Subscription Receipts to the Subscriber pursuant to the Offering on the Closing Date is subject to, among other things, the following conditions, which conditions may be waived in whole or in part by the Issuer without prejudice for any claims it may have for breach of covenant, representation or warranty that:

- (a) the Subscriber executes and returns to the Issuer and Asiatel all required documents in accordance with the “Instructions to Subscriber” on the cover page of the Agreement, and all other documents required by applicable securities laws and the Exchange for delivery to the Issuer and Asiatel;
- (b) all necessary regulatory and/or corporate approvals and Exchange acceptance of the Offering contemplated herein being obtained prior to the Closing Date;
- (c) the Issuer accepts this subscription, in whole or in part;
- (d) the sale of the Securities is exempt from prospectus requirements under applicable securities laws relating to the sale of the Securities or each of the appropriate securities regulators have issued all of the orders, consents, or approvals required to permit the sale without the Issuer having to register or file a prospectus or deliver an offering memorandum to the Subscriber; and

- (e) all representations and warranties of the Subscriber (and, if applicable, of each Disclosed Beneficial Purchaser on whose behalf it is contracting) contained in this Schedule “E” remain true and correct on the Closing Date.

By returning the Agreement the Subscriber consents to the filing by the Issuer of all documents required by applicable securities legislation and the Exchange.

The Subscriber agrees (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) to comply with all applicable securities laws and with the policies of the Exchange concerning the purchase of, the holding of, and the resale restrictions applicable to, the Securities.

The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) that the Issuer and Asiatel have the right to close the subscription books at any time without notice and to accept or reject any subscription, in whole or in part, in its sole discretion.

6. **Closing.** The closing of the offer and sale of the Subscription Receipts by the Issuer to the Subscriber (the “**Closing**”) will occur on such date or such dates to be determined by the Issuer and Asiatel in their sole discretion (the “**Closing Date**”). The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) that on the Closing Date, the Issuer will issue the Subscription Receipts to the Subscriber. Notwithstanding the foregoing, the Closing of the Offering may include closing in tranches and multiple Closing Dates. On the Conversion Date, the Issuer will issue to the Subscriber: (i) a certificate or a Direct Registration System (“**DRS**”) statement representing the Shares; and (ii) a certificate representing the Warrants.
7. **Acknowledgements.** The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) acknowledges, confirms and agrees with the following:
 - (a) no prospectus or registration statement has been filed by the Issuer with any securities commission in Canada or the United States, respectively, in connection with the issuance of the Securities;
 - (b) in purchasing the Securities, the Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) has relied solely upon publicly available information relating to the Issuer and the Agreement and not upon any verbal or written representation as to any fact or otherwise made by or on behalf of the Issuer or any employee, agent or affiliate thereof or any other person associated therewith. The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) has acknowledged that the decision to purchase the Securities was made on the basis of currently available public information, if any, and the Agreement;
 - (c) the Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) is solely responsible for obtaining such tax, financial and legal advice as it considers appropriate in connection with the execution, delivery and performance by it of the Agreement and the transactions contemplated hereunder (including the resale and transfer restrictions referred to in this Schedule “E”);
 - (d) the issuance of the Securities is to be by way of private placement exempted from the prospectus requirements of the provincial securities regulators in Canada (the “**Canadian Regulators**”) pursuant to NI 45-106. In connection with the private placement:

- (i) the Subscriber is restricted from using most of the civil remedies available under the securities legislation of the Canadian Regulators, or each of them, and their respective rules and regulations (collectively the “**Legislation**”);
 - (ii) certain rights, protections and remedies provided by the Legislation, including statutory rights of rescission or damages, will not be available to the Subscriber;
 - (iii) the Subscriber may not receive information that may otherwise be required to be provided to the Subscriber under the Legislation; and
 - (iv) the Issuer and Asiatel are relieved from certain obligations that would otherwise apply under the Legislation;
- (e) the Issuer and Asiatel will be relying on prospectus exemptions contained in NI 45-106 on the basis that the Subscriber meets the qualifications and made the appropriate acknowledgments necessary to enable the Issuer to distribute the Securities to the Subscriber on an exempt basis as described;
- (f) if the Subscriber is not an individual and the Subscriber does not have a current Corporate Placee Registration Form containing accurate information on file with the Exchange and (i) the Subscriber is an Insider of the Issuer, (ii) the Subscriber will become an Insider of the Resulting Issuer on closing of the Transaction, (iii) the Subscriber is a member of the Pro Group, OR (iv) the Subscriber will hold 5% or more of the issued and outstanding common shares of the Resulting Issuer on closing of the Transaction, the Subscriber must also deliver to the Issuer a completed and duly signed and accurately completed copy of the Corporate Placee Registration Form attached as Schedule “C” to the Agreement;
- (g) the Securities will be subject to a hold period imposed by National Instrument 45-102- *Resale of Securities* (“**NI 45-102**”). The certificates or DRS statements (as applicable) representing the Subscription Receipts, Shares, the Warrants and the Warrant Shares will contain a legend denoting the restrictions on transfer imposed by NI 45-102 and, if applicable, the Exchange;
- (h) none of the Securities have been or will be registered under the 1933 Act or the securities laws of any U.S. state and may not be offered or sold, directly or indirectly, in the United States to, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the 1933 Act and the securities laws of all applicable U.S. states or unless an exemption from such registration requirements is available, and 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 (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) agrees not to offer, sell or transfer the Securities within the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, unless the Securities are registered under the 1933 Act and the securities laws of all applicable states or an exemption from such registration requirement is available;
- (j) if the Subscriber is not a United States subscriber, the Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) is not, and will not be on the Closing Date, a U.S. Person, and was not and will not be present in the United States at the time the Securities were offered to the Subscriber or at the time of signing this Agreement or paying for or receiving the Securities, and it acknowledges and agrees that it has not purchased the Securities as a result of any “directed selling efforts” (as defined in Regulation S) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Securities;

- (k) there may be material tax consequences to the Subscriber of an acquisition, disposition or exercise of any of the Securities, it has obtained appropriate tax advice and is not relying on the Issuer nor Asiatel for any such advice;
- (l) if a material change occurs in the affairs of the Issuer or Asiatel prior to the date of Exchange acceptance of the Offering, the Purchase Price for the Securities may be required by the Exchange to be changed and in such case the Subscriber will be notified of such price change, and may provide written notice of withdrawal of this subscription within two (2) business days of receiving such notice;
- (m) the Issuer may pay a finder's fee in connection with all or part of the Offering;
- (n) there is no minimum amount (in aggregate) that the Issuer must raise pursuant to the Offering;
- (o) no securities commission, agency, governmental authority, regulatory body, stock exchange or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (p) there is no government or other insurance covering the Securities;
- (q) there are risks associated with the purchase of the Securities;
- (r) 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;
- (s) **the completion of the Transaction is subject to the satisfaction of a number of conditions precedent and there is no guarantee that the Transaction and the Offering will be completed;**
- (t) **the Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) further acknowledges that the Subscriber has not been induced to purchase the Securities on the basis of any representation about the present or future value of the Resulting Issuer's securities or that the Transaction or the Offering will complete;**
- (u) the Issuer and Asiatel are 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 *Securities Act* (British Columbia), *Securities Act* (Alberta) and/or the *Securities Act* (Ontario), and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (British Columbia), *Securities Act* (Alberta) and/or the *Securities Act* (Ontario), including statutory rights of rescission or damages, will not be available to the Subscriber;
- (v) that any information made available by the Issuer or Asiatel to the Subscriber, including business plans, executive summaries, and financial projections, are subject to significant assumptions and risks and the Subscriber has not relied upon such information in making a decision to purchase Securities of the Issuer;
- (w) if the Subscriber is a related party to the Issuer, Asiatel, or the Resulting Issuer, the Exchange may impose escrow or resale restrictions on the Securities and the Subscriber agrees to execute such further documents or consents as may be required to give effect to such resale restrictions;

- (x) the Issuer and Asiatel are collecting the Subscriber's (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Purchaser) acknowledges and consents to the Issuer and Asiatel retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Purchaser) further acknowledges and consents to the fact the Issuer and/or Asiatel may be required by applicable securities laws or stock exchange rules to provide regulatory authorities any personal information provided by the Subscriber. The Subscriber hereby acknowledges and consents to the disclosure by the Issuer and/or Asiatel of certain personal information concerning the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) to a securities commission or other regulatory authority, or to stock exchanges and its affiliates, authorized agents, subsidiaries and divisions. Herein, "**personal information**" means any information about the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) required to be disclosed to a securities commission or other regulatory authority or to a stock exchange and its affiliates, authorized agents, subsidiaries and divisions, whether pursuant to a securities commission, regulatory authority or stock exchange form or a request made by a securities commission, regulatory authority or stock exchange, and may include such Subscriber's full name, residential address, telephone number, e-mail address, the number of Securities purchased by such Subscriber, the total Purchase Price paid for such Securities, the prospectus exemption relied on by the Issuer and the date of distribution of the Securities and:

- (i) such information is being collected by the securities commission(s), regulatory authority or stock exchange under the authority granted to it in securities legislation;
- (ii) such information is being collected for the purposes of the administration and enforcement of the securities legislation of the respective jurisdiction; and
- (iii) the Exchange and securities commissions collect personal information in forms submitted by the Issuer and/or Asiatel, which will include personal information regarding the Subscriber and may use this information in accordance with its privacy policies.

The Subscriber further acknowledges that the Subscriber: (a) has been notified by the Issuer and Asiatel of the delivery to the securities regulatory authorities (the "**Securities Regulatory Authorities**") or regulator of the information pertaining to the Subscriber as set out in Form 45-106F1 - *Report of Exempt Distribution*, that this information is being collected by the Securities Regulatory Authorities or regulator under the authority granted in securities legislation, that this information is being collected for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction, and of the title, business address and business telephone number of the public official in the local jurisdiction, who can answer questions about the Securities Regulatory Authorities' or regulator's indirect collection of the information; and (b) has authorized the indirect collection of the information by the Securities Regulatory Authorities or regulators. The contact information for such Securities Regulatory Authorities are attached to the Agreement as Schedule "F"; and

- (y) The Subscriber acknowledges that the Issuer and the Resulting Issuer may complete additional financings at prices, on terms and in amounts as may be determined by the Issuer, from time to time in the future and that any such future financings may have a dilutive effect on current securityholders, including the Subscriber, but there is no assurance that such financings will be available to the Issuer on reasonable terms or at all.

8. **Representations and Warranties of the Subscriber.** The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) represents and warrants to the Issuer, acknowledging that the Issuer, Asiatel and their respective counsels will be relying upon such representations and warranties in entering into the Agreement, that the Subscriber (and, if applicable, each Disclosed Beneficial Purchaser for whom it is acting) is resident in the province or jurisdiction indicated on page 1 of the Agreement and that:

- (a) the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of any other person, or it is duly authorized to enter into the Agreement and to execute all documentation in connection with the purchase of the Securities on behalf of each Disclosed Beneficial Purchaser and to provide and agree to all Subscribers' representations, warranties and covenants on behalf of such Disclosed Beneficial Purchasers, it acknowledges that the Issuer and/or Asiatel may be required by law to disclose to certain regulatory authorities, the identity of each Disclosed Beneficial Purchaser of Securities for whom it may be acting, it is acting as agent for one or more Disclosed Beneficial Purchaser, each of such Disclosed Beneficial Purchasers is purchasing as principal for its own account;
- (b) if the purchase of the Securities by the Subscriber is to be made under the exemption from prospectus requirements available under:
 - (i) *Section 2.3 of NI 45-106 - Accredited Investor*, then the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) is an "accredited investor" and has duly and accurately completed Section A of Schedule "A" and Exhibit 1 of Schedule "A", if applicable;
 - (ii) *Section 2.5 of NI 45-106 - Family, Friends and Business Associates*, then the Subscriber is a person listed in Section B of Schedule "A", and has duly and accurately completed Section B of Schedule "A" and Exhibit 2 or Exhibit 3 of Schedule "A", as applicable;
 - (iii) *Section 2.24 of NI 45-106 - Employee, Executive Officer, Director and Consultant*, then the Subscriber is a person listed in Section C of Schedule "A" and has duly and accurately completed Section C of Schedule "A"; or
 - (iv) *Section 2.10 of NI 45-106 - Minimum Amount Investment*, then all of the following apply:
 - (A) the Subscriber is not an individual;
 - (B) the Subscriber purchases as principal;
 - (C) the Subscription Receipts have an acquisition cost to the Subscriber of not less than \$150,000 paid in cash at the time of the distribution; and
 - (D) the Subscriber was not created, or is used, solely to purchase or hold securities in reliance on the exemption from the prospectus requirement set out in Section 2.10 of NI 45-106;
- (c) if the Subscriber is a United States subscriber, then the Subscriber is an "accredited investor" within each category of accredited investor specified by the Subscriber in paragraph (a)(ii) of Schedule "B" hereto, and has duly and accurately completed Schedule "B";
- (d) the Subscriber has the legal capacity, competence, and authority to enter into and execute the Agreement and take all actions required pursuant hereto 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 execution of the Agreement on behalf of the Subscriber;

- (e) in the case of a subscription for the Securities by the Subscriber acting as trustee or agent for a Disclosed Beneficial Purchaser, the Subscriber is duly authorized to execute and deliver the Agreement and all other necessary documentation in connection with such subscription on behalf of each such Disclosed Beneficial Purchaser, each of whom is subscribing as principal for its own account, not for the benefit of any other person and for investment only and not with a view to the resale or distribution of all or any of the Securities, and the Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such Disclosed Beneficial Purchaser, and is enforceable against such Disclosed Beneficial Purchaser in accordance with its terms;
- (f) the Subscriber (and, if applicable, each Disclosed Beneficial Purchaser for whom the Subscriber is acting) was not created or used solely to purchase or hold securities as an accredited investor or as an investor outside of Canada;
- (g) the Subscriber is eligible to purchase the Securities pursuant to an exemption from the prospectus and registration requirements of applicable securities laws;
- (h) if the Subscriber is resident outside of Canada and the United States, the Subscriber (and, if applicable, each Disclosed Beneficial Purchaser for whom the Subscriber is acting):
 - (i) hereby certifies to the Issuer and Asiatel that the Subscriber or such Disclosed Beneficial Purchaser is not a resident of Canada or the United States;
 - (ii) 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 or such Disclosed Beneficial Purchaser is resident (the “**International Jurisdiction**”) which would apply to the acquisition of the Securities;
 - (iii) is purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber or such Disclosed Beneficial Purchaser is permitted to purchase the Securities under the applicable securities laws of the Authorities in the International Jurisdiction without the need to rely on any exemptions;
 - (iv) acknowledges that the applicable securities laws of the Authorities in the International Jurisdiction do not require the Issuer or Asiatel to make any filings or seek any approvals of any kind whatsoever from any Authority of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Securities; and
 - (v) acknowledges that the purchase of the Securities by the Subscriber does not trigger any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and the Subscriber will, if requested by the Issuer and/or Asiatel, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in this subparagraph to the satisfaction of the Issuer and/or Asiatel (as applicable), acting reasonably;

- (i) funds representing the aggregate Purchase Price in respect of the Securities which will be advanced by the Subscriber to Asiatel hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “PCMLTFA”), the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) (commonly referred to as the “USA PATRIOT Act”) or any other similar legislation and the Subscriber acknowledges that the Issuer or Asiatel may in the future be required by law to disclose the name of the Subscriber and other information relating to the Agreement and the subscription hereunder, on a confidential basis, pursuant to the PCMLTFA, USA PATRIOT Act or any other similar legislation. To the best of the Subscriber’s knowledge (i) none of the subscription funds provided by the Subscriber (A) have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber and, (ii) the Subscriber will promptly notify the Issuer and Asiatel if it discovers that any of such representations cease to be true, and to provide the Issuer and Asiatel with appropriate information in connection therewith;
- (j) the Subscriber has no knowledge of a “material fact” or “material change”, as those terms are defined under applicable securities laws, in the affairs of the Issuer that has not been generally disclosed to the public, save knowledge of this particular private placement (if not yet disclosed) and the other transactions referenced herein;
- (k) the Subscriber is not purchasing the Securities as a result of an advertisement of the Securities in printed media of general and regular paid circulation, radio or television;
- (l) the Subscriber has not received any written or oral representations:
 - (i) that any person will resell or repurchase the Securities;
 - (ii) that any person will refund the Purchase Price of the Securities;
 - (iii) as to the future price or value of the Securities; or
 - (iv) that any of the Issuer’s securities will be listed and posted for trading on a stock exchange or that an application has been made to list and post the Issuer’s securities for trading on a stock exchange, other than the Shares on the Exchange;
- (m) the Subscriber, and each Disclosed Beneficial Purchaser for whom it is contracting hereunder, has had the opportunity to consult their own independent professional advisors with respect to the consequences of purchasing the Securities, and with respect to the applicable regulatory requirements for the purchase and eventual sale of the Securities;
- (n) the Subscriber is capable of protecting its own interests in respect of the purchase of the Subscription Receipts and assessing and evaluating the risks and merits of this investment as a result of the Subscriber’s financial, investment, or business experience, or as a result of advice received from a registered person other than the Issuer or an affiliate thereof, or by reason of their special relationship to the Issuer, and the Subscriber or, where it is not purchasing as principal, each Disclosed Beneficial Purchaser for whom it is contracting hereunder, is able to bear the economic loss of its investment;

- (o) the Subscriber has had the opportunity to ask and have answered any and all questions which the Subscriber wished to have answered with respect to the subscription for the Subscription Receipts made hereunder; and (ii) the Subscriber has not received nor been provided with, nor has the Subscriber requested, nor does the Subscriber have any need to receive, a prospectus, registration statement or offering memorandum, within the meaning of Securities Laws, or any sales or advertising literature in connection with the Offering;
- (p) the delivery of this subscription, the acceptance, in whole or in part, of it by the Issuer, and the issuance of the Securities to the Subscriber complies, or will comply, with all applicable laws of the Subscriber's jurisdiction of residence or domicile and all other applicable laws and will not cause the Issuer to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable laws;
- (q) the Subscriber is not a "control person" of the Issuer as defined in the applicable securities laws, will not become a "control person" by virtue of this purchase or exercise of any of the Securities, and does not intend to act in concert with any other person to form a control group of the Issuer, or alternatively is or will become a "control person" in connection with the acquisition of the Securities, and understands that by virtue of being a control person, it will be required to file reports and with applicable provincial securities regulators, and otherwise comply with Canadian securities laws, and in which case the Subscriber hereby agrees to file such reports and comply with such laws;
- (r) neither the Subscriber nor any party on whose behalf it is acting is an investment club;
- (s) if the Subscriber is not a United States subscriber, the Subscriber: (i) is not a U.S. Person or a resident of the United States nor is the Subscriber purchasing the Securities for the account or benefit of a U.S. Person or a resident of the United States; (ii) was not offered the Securities in the United States; and (iii) did not execute or deliver the Agreement in the United States; (iv) did not execute or deliver the Agreement in the United States; (v) did not initiate payment of the Purchase Price in the United States; and (v) will not receive the Securities in the United States;
- (t) the Subscriber or its professional advisor has been granted the opportunity to ask questions and receive answers from the Issuer regarding the terms and conditions of the Offering, and any information so requested has been made available to the full and complete satisfaction of the Subscriber;
- (u) the Subscriber is purchasing the Subscription Receipts for investment only and not with a view to resale or distribution;
- (v) the acknowledgements, representations, warranties, covenants and information contained herein are true and correct as of the date hereof and will be true and correct as of the Closing Date and, if less than a complete copy of the Agreement is delivered to the Issuer and/or Asiatel, the Issuer, Asiatel and their respective counsels are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered;
- (w) the entering into of the 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 Disclosed Beneficial Purchaser or of any agreement, written or oral, to which the Subscriber or Disclosed Beneficial Purchaser may be a party or by which he is or may be bound;
- (x) the Agreement has been duly executed and delivered by the Subscriber and constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber; and

- (y) the Issuer's legal counsel is acting solely as legal counsel to the Issuer and Asiatel's legal counsel is acting solely as legal counsel to Asiatel and neither the Issuer's counsel nor Asiatel's counsel is acting as counsel to the Subscriber and do not assume any responsibility or liability of any nature whatsoever for the accuracy or adequacy of any of the information furnished to the Subscriber in connection with the Offering or the Transaction.

9. **Reliance Upon Representations, Warranties and Covenants.** The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) acknowledges that the foregoing representations and warranties are made by it with the intent that they may be relied upon by the Issuer and its counsel in determining its eligibility to purchase the Securities under the relevant securities laws. The Issuer and its counsel will be entitled to rely on the representations and warranties of the Subscriber contained herein and the Subscriber will indemnify and hold harmless the Issuer, its affiliates and their respective officers, directors, employees and counsel for any losses, claims, costs, expenses, damages or liabilities they may suffer or incur which are caused by or arise from, directly or indirectly, their reliance thereon.
10. **Representations and Warranties of the Issuer.** The Issuer hereby represents and warrants to the Subscriber as follows and acknowledges and confirms that the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) is relying upon each of such representations and warranties in entering into the Agreement and completing the transactions contemplated herein:
 - (a) the Issuer has been incorporated and organized and is a valid and subsisting corporation and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof;
 - (b) the Issuer is a "reporting issuer" in at least one jurisdiction of Canada, as that term is defined in applicable Canadian securities legislation at the Closing Date;
 - (c) the Issuer has full corporate power and authority to enter into the Agreement and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and the Issuer has taken all necessary corporate action to authorize the execution, delivery and performance of the Agreement and to observe and perform the provisions of the Agreement in accordance with the provisions hereof;
 - (d) the Agreement has been authorized, executed and delivered by the Issuer and constitutes a valid and legally binding obligation of the Issuer enforceable against the Issuer in accordance with its terms; and
 - (e) no order preventing, ceasing or suspending trading in any securities of the Issuer or prohibiting the issue and sale of securities by the Issuer has been issued and remains outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Issuer, are pending, contemplated or threatened.;
11. **Power of Attorney.** The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) hereby irrevocably appoints any director or officer of the Issuer, in office from time to time, as attorney in fact for the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) (the "**Attorney**") and authorizes him to make and sign on the Subscriber's (and, if applicable, the Disclosed Beneficial Purchaser's on whose behalf it is contracting) behalf and to deliver:

- (a) any Subscription Receipt Agreement to be entered into pursuant to Subsection 0 of this Agreement, any Escrow Agreement to be entered into in relation to the Escrowed Funds pursuant to Subsection 4(k) of this Agreement and any agreement which combines the terms of the Subscription Receipt Agreement and the Escrow Agreement as contemplated in Subsection 4(p) of this Agreement;

and to:

- (b) represent the Subscriber at the Closing and/or Conversion for the purposes of all closing matters and deliveries of documents and certificates and/or DRS statements representing the Securities and payment of funds; and
- (c) receive certificates and/or DRS Statements representing the Subscription Receipts (if any), to execute in the Subscriber's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Subscriber, including the Agreement and the Schedules hereto, in connection with the subscription for the Subscription Receipts.

The foregoing appointment shall remain effective until the earlier of: (A) one (1) year from the Closing Date and; (B) such time (if ever) the Issuer completes the Transaction.

The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) further:

- (i) declares that the power of attorney hereby granted will survive the death, incapacity or bankruptcy of the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) and will extend to and bind the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) and the Subscriber's (and, if applicable, the Disclosed Beneficial Purchaser's on whose behalf it is contracting) heirs, executors, trustees in bankruptcy or other legal representatives or successors;
- (ii) agrees to be bound by any representations made or actions taken by the Attorney if such representations or actions are made or taken in good faith and in accordance with the power of attorney hereby granted, and the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) waives any and all defences which may be available to the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) to deny, contest, or disaffirm any such representations or actions; and
- (iii) releases the Attorney from all claims against the Attorney for actions taken by the Attorney pursuant to this power of attorney.

The Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) further agrees that if the Securities are registered in the name of a person/entity other than the Subscriber, which person/entity holds the Securities as registered and legal owner (the "**Registered Owner**") for the benefit of the Subscriber as beneficial owner of the Securities, the Subscriber will: (A) comply with and be bound by any document signed by the Attorney on behalf of the Subscriber pursuant to the power of attorney hereby granted; (B) instruct the Registered Owner to comply with and be bound by any document signed by the Attorney on behalf of the Subscriber pursuant to the power of attorney hereby granted; and (C) where necessary, instruct the Registered Owner to sign any document which the Attorney proposes to sign on behalf of the Subscriber pursuant to the power of attorney hereby granted. The Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) agrees that where the Securities are registered in the name of a Registered Owner, any document signed by the Attorney on behalf of the Subscriber pursuant to the power of attorney hereby granted will be valid and binding as if it had been signed by the Registered Owner.

12. **Hold Period.** The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) acknowledges that the Securities will be subject to Canadian resale restrictions, and in addition the Securities may also be subject to additional hold periods imposed by laws applicable to the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) in the jurisdiction in which the Subscriber (and, if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) resides. The certificates or DRS statements (as applicable) representing the Securities will contain legends denoting the restrictions on transfer imposed by the Exchange and applicable securities laws, and the rules thereunder, which will be substantially in the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ● [the date that is four months and a day after the Closing Date will be inserted].”

and where required pursuant to the policies of the Exchange, substantially as follows:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL ● [the date that is four months and a day after the Closing Date will be inserted].”

13. **Survival of Representations, Warranties and Covenants.** All the representations, warranties and covenants set out in this Schedule “E” will be true as at the date of the Agreement and on the Closing Date as if the representations, warranties and covenants were made at that time and will survive the Closing.
14. **Amendment.** Neither the Agreement nor any provisions thereof will be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
15. **Assignability.** Neither the Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by either the Issuer or the Subscriber without the prior written consent of the other party.
16. **Applicable Law.** The Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto. The Subscriber and the Issuer each irrevocably attorn to the jurisdiction of the courts in the Province of British Columbia.
17. **Interpretation.** The sections and other headings contained in this Schedule “E” are for reference purposes only and will not affect the meaning or interpretation of this Schedule “E”. Words imparting the neutral gender include the masculine or feminine gender and words in the singular include the plural and vice versa.

18. **Notices.** All notices and other communications provided for herein will be in writing and will be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email or other electronic means:
 - (a) if to the Issuer, to the contact address provided on the cover page of the Agreement;
 - (b) if to Asiatel, to the contact address provided on the page 1 of the Agreement;
 - (c) if to the Subscriber, at the address on page 1 of the Agreement.
19. **Binding Effect.** The provisions of the Agreement will be binding upon and accrue to the benefit of the Issuer, Asiatel and the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) and their respective heirs, legal representatives, successors and permitted assigns, as the case may be.
20. **Notification of Changes.** The Subscriber (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) agrees to notify the Issuer and Asiatel upon the occurrence of any event prior to the Closing which would cause the Subscriber's representations, warranties or covenants contained in this Schedule "E" to be false or incorrect.
21. **Independent Legal Advice.** The Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) has the opportunity to receive legal advice in connection with the execution of the Agreement and the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) has either received such legal advice as the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) has deemed necessary or the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) has waived the right to such legal advice. In addition, the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) acknowledges that Parlee McLaws LLP is legal counsel for the Issuer only, Morton Law LLP is legal counsel for Asiatel only and the Subscriber (and if applicable, the Disclosed Beneficial Purchaser on whose behalf it is contracting) has not received or relied on legal advice from Parlee McLaws LLP or Morton Law LLP in connection with the Agreement and the transactions contemplated herein.
22. **Acceptance.** The Issuer and Asiatel will have the right to accept or reject, in whole or in part, the Subscriber's offer to purchase the Subscription Receipts at any time at or prior to the Closing Date. Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of the Agreement will be conditional among other things upon the sale of the Securities to the Subscriber being exempt from any prospectus requirements of all applicable securities laws. The Issuer and Asiatel will be deemed to have accepted the Agreement upon the delivery by the Issuer of the Subscription Receipt Certificates to or upon the direction of the Subscriber in accordance with the provisions hereof.
23. **Entire Agreement.** The Agreement (including all schedules and exhibits) constitutes the entire agreement between the Subscriber, the Issuer and Asiatel with respect to the purchase and sale of the Securities, and there are no other agreements, warranties, representations, conditions or covenants, written or oral, express or implied, in respect of, or which affect, the transaction herein contemplated. Time will be of the essence hereof.
24. **Costs.** The Subscriber acknowledges and agrees (on its own behalf and, if applicable, on behalf of each Disclosed Beneficial Purchaser on whose behalf it is contracting) that except as may otherwise be provided for in the Agreement, all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Securities to the Subscriber will be borne by the Subscriber.

25. **Currency.** In the Agreement, references to “\$” are to Canadian dollars and references to “US\$” refer to the lawful currency of the United States.
26. **Further Assurances.** The Subscriber, Issuer and Asiatel will execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of the Agreement.
27. **Counterparts.** The Agreement may be signed in one or more counterparts, originally or by email or other means of electronic transmission, each such counterpart taken together will form one and the same agreement.

[END OF TERMS AND CONDITIONS]

SCHEDULE “F”**SECURITIES REGULATORY AUTHORITIES CONTACT INFORMATION**

Alberta Securities Commission Suite 600, 250 – 5th Street SW Calgary, Alberta T2P 0R4 Telephone: 403-297-6454 Toll free in Canada: 1-877-355-0585 Facsimile: 403-297-2082 Public official contact regarding indirect collection of information: FOIP Coordinator /FOI Inquiries and their email address is FOI-privacy@bcsc.bc.ca.	Government of the Northwest Territories Office of the Superintendent of Securities P.O. Box 1320 Yellowknife, Northwest Territories X1A 2L9 Telephone: 867-767-9305 Facsimile: 867-873-0243 Public official contact regarding indirect collection of information: Superintendent of Securities
British Columbia Securities Commission P.O. Box 10142, Pacific Centre 701 West Georgia Street Vancouver, British Columbia V7Y 1L2 Inquiries: 604-899-6854 Toll free in Canada: 1-800-373-6393 Facsimile: 604-899-6581 Email: FOI-privacy@bcsc.bc.ca Public official contact regarding indirect collection of information: FOI Inquiries	Nova Scotia Securities Commission Suite 400, 5251 Duke Street Duke Tower P.O. Box 458 Halifax, Nova Scotia B3J 2P8 Telephone: 902-424-7768 Facsimile: 902-424-4625 Public official contact regarding indirect collection of information: Executive Director
The Manitoba Securities Commission 500 – 400 St. Mary Avenue Winnipeg, Manitoba R3C 4K5 Telephone: 204-945-2561 Toll free in Manitoba: 1-800-655-5244 Facsimile: 204-945-0330 Public official contact regarding indirect collection of information: Director	Government of Nunavut Department of Justice Legal Registries Division P.O. Box 1000, Station 570 1st Floor, Brown Building Iqaluit, Nunavut X0A 0H0 Telephone: 867-975-6590 Facsimile: 867-975-6594 Public official contact regarding indirect collection of information: Superintendent of Securities
Financial and Consumer Services Commission (New Brunswick) 85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2 Telephone: 506-658-3060 Toll free in Canada: 1-866-933-2222 Facsimile: 506-658-3059 Email: info@fcnb.ca Public official contact regarding indirect collection of information: Chief Executive Officer and Privacy Officer	Ontario Securities Commission 20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Telephone: 416-593-8314 Toll free in Canada: 1-877-785-1555 Facsimile: 416-593-8122 Email: exemptmarketfilings@osc.gov.on.ca Public official contact regarding indirect collection of information: Inquiries Officer
Government of Newfoundland and Labrador Financial Services Regulation Division P.O. Box 8700 Confederation Building 2nd Floor, West Block Prince Philip Drive St. John's, Newfoundland and Labrador A1B 4J6 Attention: Director of Securities Telephone: 709-729-4189 Facsimile: 709-729-6187 Public official contact regarding indirect collection of information: Superintendent of Securities	Prince Edward Island Securities Office 95 Rochford Street, 4th Floor Shaw Building P.O. Box 2000 Charlottetown, Prince Edward Island C1A 7N8 Telephone: 902-368-4569 Facsimile: 902-368-5283 Public official contact regarding indirect collection of information: Superintendent of Securities

<p>Autorité des marchés financiers 800, rue du Square-Victoria, 22e étage C.P. 246, tour de la Bourse Montréal, Québec H4Z 1G3 Telephone: 514-395-0337 or 1-877-525-0337 Facsimile: 514-873-6155 (For filing purposes only) Facsimile: 514-864-6381 (For privacy requests only) Email: financementdessocietes@lautorite.qc.ca Public official contact regarding indirect collection of information: Corporate Secretary</p>	<p>Financial and Consumer Affairs Authority of Saskatchewan Suite 601 - 1919 Saskatchewan Drive Regina, Saskatchewan S4P 4H2 Telephone: 306-787-5842 Facsimile: 306-787-5899 Public official contact regarding indirect collection of information: Director</p>
<p>Office of the Superintendent of Securities Government of Yukon Department of Community Services 307 Black Street, 1st Floor P.O. Box 2703, C-6 Whitehorse, Yukon Y1A 2C6 Telephone: 867-667-5466 Facsimile: 867-393-6251 Email: securities@gov.yk.ca Public official contact regarding indirect collection of information: Superintendent of Securities</p>	