

UNIT SUBSCRIPTION AGREEMENT

There is an offering document related to this offering that can be accessed under the issuer's profile at www.sedar.com and at <https://vsblty.net/>. Prospective investors should read this offering document before making an investment decision.

The securities offered hereby have not been registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any of the securities laws of any state of the United States, and may not be offered or sold within the United States or for the account or benefit of U.S. persons or persons in the United States except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. "United States" and "U.S. person" have the meanings ascribed to them in Regulation S under the U.S. Securities Act.

VSBLTY GROUPE TECHNOLOGIES CORP. (the "Company")

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT FOR UNITS

INSTRUCTIONS TO SUBSCRIBER

1. You must enter the number of Units (as defined herein) you are purchasing, and your name, address, telephone number and email address on pages 3 and 4.
2. You must sign this document on the execution page on page 3.
3. You must complete "Information Regarding the Subscriber" beginning on page 5.
4. If you are a "U.S. Purchaser" (as defined herein) you must also complete and sign the "U.S. Purchaser Certificate" as set out in Schedule "A".
5. Please return your subscription agreement via email to Marija Ergotic (mergotic82@gmail.com). Funds may be paid according to the instructions on the following page.

Unless otherwise stated, all monetary references in this Subscription Agreement are in Canadian dollars.

PAYMENT INSTRUCTIONS

Certified cheques or bank drafts for the subscription funds are to be made payable to “**VSBLTY Groupe Technologies Corp.**” and delivered to:

VSBLTY Groupe Technologies Corp.
1140 Pender St W Suite 1240
Vancouver, BC V6E 4G1, Canada
Attention: Jay Hutton
Telephone: 604-484-7855; email address: jhutton@vsblty.net

Payment may also be made by **wire transfer or electronic fund transfer** to the following account:

United States Wire Instructions:

Account Name: VSBLTY Inc.
Account Address: 417 N 8th Street, Suite 300
Philadelphia, PA 19123
Bank Name: Truist Bank
320 West Street Road
Warminster, PA 18974
Account Type: Checking
Routing #: 031204710
Account #: 1310003645803
Swift Code: BRBTUS33

Canadian Wire Instructions:

Account Name: VSBLTY Groupe Technologies Corp.
Account Address: 1140 Pender St W Suite 1240
Vancouver, BC V6E 4G1
Canada
Bank Name: BMO Bank of Montreal
First Bank Tower, 595 Burrard Street
Vancouver, BC V7X 1L7 Canada
Account #: 00041760532
Transit#: 00040
Bank#: 001
Swift Code: BOFMCAM2

Please include the following details for all wire transfers

VSBLTY Groupe Technologies Corp. – LIFE Offering (Summer 2023)
Subscriber Name:

SUBSCRIPTION FOR UNITS

TO: VSBLTY Groupe Technologies Corp. (the “Company”)

The undersigned (hereinafter referred to as the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase the number of units (each a “**Unit**”) at a price of \$0.05 per Unit. Each Unit will be comprised of one common share (each a “**Common Share**”) and one common share purchase warrant (each a “**Warrant**”). Each Warrant will entitle the holder thereof to acquire one additional Common Share (each a “**Warrant Share**”, and together with the Units, the Common Shares, and the Warrants, the “**Securities**”) at a price of \$0.075 per Warrant Share for a period of 48 months from the date of closing. The number of Units as set forth below are to be issued upon and subject to the terms and conditions set forth in “Terms and Conditions of Subscription for Units of VSBLTY Groupe Technologies Corp.” attached hereto (the “**Subscription Agreement**”).

_____ (Name of Subscriber - please print)
By:
_____ Signature of Subscriber or Authorized Representative (sign here)
_____ (Official Capacity or Title, if applicable)
_____ (Please print name of individual whose signature appears above if different than name of the Subscriber.)

_____ (Subscriber’s Address –including city, province/state, country and postal/zip code)
_____ (Telephone Number)
_____ (E-Mail Address)

Number of Units: _____

Aggregate Subscription Price: \$ _____
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If the Subscriber is signing as agent for a principal and is not a trust company or a portfolio manager in either case, purchasing as a trustee or an agent for accounts fully managed by it, complete the following:
_____ (Name of Disclosed Principal)

_____ (Disclosed Principal’s Address – including city, province/state, country and postal/zip code)

Register the Securities as follows (if different from Subscriber's name and address):

(Name and Account reference, if applicable)

(Address – including postal/zip code)

(Telephone number/email address)

Deliver the Securities as follows (if different from Subscriber's name and address):

(Name and Account reference, if applicable)

(Contact name)

(Address – including postal/zip code)

(Telephone number/email address)

INFORMATION REGARDING THE SUBSCRIBER

Please check the appropriate box (and complete the required information, if applicable) in each section:

1. **Security Holdings.** Prior to giving effect to the securities being subscribed for under this Subscription Agreement, the Subscriber and all persons acting jointly and in concert with the Subscriber currently own, directly or indirectly, or exercise control or direction over (provide additional detail as applicable):

_____ common shares of VSBLTY Groupe Technologies Corp. (the “**Company**”) and/or the following other kinds of shares and convertible securities (including but not limited to convertible debt, warrants and options) entitling the Subscriber to acquire additional common shares or other kinds of shares of the Company:

No shares of the Company or securities convertible into shares of the Company.

2. **Insider Status.** The Subscriber either:

Is an “Insider” of the Company by virtue of being:

- (a) a director or officer of the Company;
- (b) a director or senior officer of a company that is an Insider or subsidiary of the Company;
- (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Company carrying more than 10% of the voting rights attached to all the Company’s outstanding voting shares;
- (d) the Company itself if it holds any of its own securities; or
- (e) a person designated as an insider by any securities regulatory authority in Canada.

Is not an Insider of the Company.

3. **Related Person.** The Subscriber either:

Is a Related Person of the Company. Related Person means:

- (a) a “related party” as defined in Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*, of the Company;
- (b) a promoter of the Company, or, where the promoter is not an individual, an officer, director or control person of the promoter;
- (c) if the Company is an Investment Fund, a “related party” to the Investment Fund determined with reference to section 2.5(1) National Instrument 81-106F1 *Contents of Annual and Interim Management Report of Fund Performance*; and
- (d) such other person as may be designated from time to time by Canadian Securities Exchange (the “**Exchange**”).

Is not a Related Person.

4. **Registrant status.** The Subscriber either:

is a person registered or required to be registered under the securities legislation of a province or territory of Canada; or

is not a person registered or required to be registered under the securities legislation of a province or territory of Canada.

ACCEPTANCE

The Company hereby accepts the subscription on the terms and conditions contained in this Subscription Agreement.

DATED as of the _____ day of _____, 2023.

VSBLTY GROUPE TECHNOLOGIES CORP.

Per: _____
Authorized Signatory

TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS OF VSBLTY GROUPE TECHNOLOGIES CORP.

Terms of the Offering

1. The Subscriber acknowledges that this subscription is subject to rejection or allotment by the Company in whole or in part. If this Subscription Agreement is rejected in whole, or if the Offering (as defined below) does not close by the date that is 45 days after the date the Company has issued and filed the news release announcing the Offering, the Subscriber understands that any funds, certified cheque(s) or bank draft(s) delivered by the Subscriber representing the subscription price for the Units will be promptly returned to the Subscriber without interest or deduction. If this Subscription Agreement is accepted only in part, the Subscriber understands that a cheque representing that portion of its subscription price that is not accepted will be promptly delivered to the Subscriber without interest or deduction.
2. If the Offering does not close by the date that is 45 days after the date the Company has issued and filed the news release announcing the Offering, the Offering will cease and be terminated.
3. The Subscriber acknowledges that the Units subscribed for by it hereunder form part of a larger issuance and sale by the Company of the Units at a subscription price of \$0.05 per Unit (the “**Offering**”).
4. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that, except as set forth in the Offering Document (as defined below), there is a minimum of 30,000,000 Units (up to a maximum of 50,000,000 Units) that must be subscribed for under the Offering for the Offering to close and therefore the subscription amount tendered herewith may be releasable to the Company at the Closing Time (as defined below) notwithstanding the number of Units issued pursuant to the Offering.
5. The Offering is not, and under no circumstance is to be construed as, a public offering of the Securities. The Offering is not being made, and this subscription does not constitute an offer to sell or the solicitation of an offer to buy the Units in any jurisdiction where, or to any person whom, it is unlawful to make such an offer or solicitation.
6. The Subscriber acknowledges and agrees that the obligations of the Company hereunder, including the closing of the Offering (the “**Closing**”), are subject to acceptance of the terms of this Offering by all required regulatory approvals. The Company shall undertake to use its reasonable commercial efforts to obtain such approvals, including any necessary shareholder approval, as soon as reasonably practicable after its acceptance of this subscription.

Description of Securities – Common Shares and Warrants

7. Each Unit consists of one Common Share and one Warrant.
8. Each Warrant will entitle the holder to purchase one Warrant Share at a price of \$0.075 per Warrant Share for a period of 48 months from the Closing Time.
9. The Warrants will be governed by the terms and conditions set out in the certificate representing the Warrants (the “**Warrant Certificates**”) delivered to the Subscriber at Closing, which will contain the provisions described in the Offering Document (as defined below), and will otherwise be on such terms as determined by the Company. Notwithstanding the foregoing, the terms and conditions governing the Warrants may, at the election of the Company, be provided in an indenture entered into between the Company and a trustee, which shall incorporate the terms and conditions set out herein, and pursuant to which Subscribers will be provided Warrant Certificates.

Closing

10. The Closing, which may occur in one or more tranches, will be completed at such time (the “**Closing Time**”) as the Company may determine, subject to applicable stock exchange and securities law requirements, on such date as the Company may determine.

11. Prior to Closing, the Subscriber will deliver to the Company:
- (a) a properly completed and duly executed copy of this Subscription Agreement, including all applicable schedules (and appendices thereto);
 - (b) a certified cheque or bank draft payable to the Company or wire transfer (in accordance with the payment instructions set forth in this Subscription Agreement, or as otherwise instructed by the Company), representing the subscription price of the Units subscribed for under this Subscription Agreement; and
 - (c) any further documentation as required under securities legislation or by any applicable stock exchange or other regulatory authority and the Subscriber covenants and agrees to do so upon request by the Company.
12. At Closing, the Company will issue to the Subscriber the certificate(s) or other instrument(s) representing the Common Shares and Warrants registered in accordance with the instructions provided by the Subscriber under “Registration Instructions” above.
13. Upon completion of the Closing, the Company is irrevocably entitled to the subscription proceeds, subject to the rights of action in the event of a misrepresentation pursuant to Part 5A of National Instrument 45-106 *Prospectus Exemptions* (“NI 45-106”).

Representations, Warranties and Covenants by Subscriber

14. The Subscriber covenants, acknowledges, agrees, represents and warrants to the Company (on its own behalf and if applicable, on behalf of each Disclosed Principal (as defined below) for whom the Subscriber is contracting hereunder) that, as at the date hereof and at the Closing Time:
- (a) if the Subscriber is a corporation, partnership, unincorporated association or other entity, it has the legal capacity to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
 - (b) if the Subscriber is an individual, they are of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto, and will be the sole beneficial owner of the Units;
 - (c) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
 - (d) in the case of a subscription by it for Units acting as agent for a Disclosed Principal (as defined below), it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such Disclosed Principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such principal, and acknowledges that the Company may be required by law to disclose to certain regulatory authorities the identity of each purchaser of Units for whom the Subscriber may be acting;
 - (e) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber’s constating documents, or any agreement to which the Subscriber is a party or by which it is bound;
 - (f) the offer made by this Subscription Agreement is irrevocable and requires acceptance by the Company;
 - (g) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Company and the Subscriber waives any requirement on the Company’s behalf to communicate immediately its acceptance of this Subscription Agreement to the Subscriber;

- (h) it has been encouraged to and should obtain independent legal, tax and investment advice with respect to its subscription for the Securities and, accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement;
- (i) other than the Form 45-106F19 offering document (the “**Offering Document**”) that has been filed by the Company under the listed issuer financing exemption that can be accessed under the Company’s profile at www.sedar.com and at <https://vsblty.net/>, which the Subscriber acknowledges having received, it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, prospectus, sales or advertising literature or any other document describing or purporting to describe the business and affairs of the Company or the risks associated therewith which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Units;
- (j) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display) with respect to the distribution of the Securities;
- (k) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities, there is no government or other insurance covering the Securities and there are risks associated with the purchase of the Securities;
- (l) the Company has advised the Subscriber that the Company is relying on an exemption from the requirement to provide the Subscriber with a prospectus and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, including certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Subscriber;
- (m) it understands that the Units are being offered for sale only on a “private placement” basis pursuant to Part 5A of NI 45-106 and that the sale and delivery of the Securities is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or registration statement or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or registration statement or delivering an offering memorandum and, as a result, other than as may be expressly required by Part 5A of NI 45-106, (i) the Subscriber is restricted from using most of the civil remedies available under applicable securities laws; (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable securities laws; and (iii) the Company is relieved from certain obligations that would otherwise apply under applicable securities laws;
- (n) subject to applicable securities laws, the Company may pay a commission or finder’s fee in connection with the Subscriber’s subscription for Units hereunder;
- (o) no person has made to the Subscriber any written or oral representations: (i) that any person will resell or repurchase any of the Securities; (ii) that any person will refund the purchase price of any of the Securities; or (iii) as to the future price or value of any of the Securities;
- (p) this subscription has not been solicited in any other manner contrary to applicable securities laws and the Subscriber acknowledges that other than the Offering Document, the Subscriber will not receive an offering memorandum or other disclosure document in respect of the Company;
- (q) the Subscriber will not resell the Securities except in accordance with the provisions of applicable securities laws and stock exchange rules, if applicable, in the future;
- (r) the delivery of this subscription, the acceptance hereof by the Company and the issuance of the Securities to the Subscriber complies with all applicable laws of the Subscriber’s jurisdiction of residence and domicile and will not cause the Company or any of its officers or directors to become subject to or require any

disclosure, prospectus or other reporting requirement (other than such reports as may be required to be filed by the Company pursuant to NI 45-106);

- (s) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Units;
- (t) the Company may complete additional financings in the future which may have a dilutive effect on existing shareholders at such time, including the Subscriber;
- (u) it is purchasing the Units as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Units, it is resident in the jurisdiction set out as the “Subscriber’s Address” set forth above, and if the Subscriber is acting as agent for a disclosed principal (a “**Disclosed Principal**”), such Disclosed Principal is purchasing the Units as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Units, and it is resident in the jurisdiction set forth as the “Disclosed Principal’s Address”, and such address was not obtained or used solely for the purpose of acquiring the Units and it fully complies with the criteria set forth below:
 - (i) if it, or, if applicable, the Disclosed Principal is not a resident of any Province or Territory of Canada, then:
 - (I) it is knowledgeable of, or has been independently advised as to, the applicable securities laws in the jurisdiction of its residence which would apply to this Subscription Agreement and the transactions contemplated hereby;
 - (II) it is purchasing the Units pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws in the jurisdiction of its residence or, if such is not applicable, it complies with the requirements of all applicable securities laws in the jurisdiction of its residence and will provide such evidence of compliance with all such matters as the Company may request;
 - (III) applicable securities laws does not require the Company to file a prospectus or similar document or pay any fee to any person to register any of the Units or to make any filings or to seek any approvals of any kind whatsoever from any regulatory authority; and
 - (IV) if requested by the Company, it will comply with such other requirements as the Company may reasonably require;
- (v) it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and it is able to bear the economic risk of loss of its entire investment;
- (w) it acknowledges that the Company’s counsel are acting as counsel to the Company, and not as counsel to the Subscriber;
- (x) the Subscriber’s decision to tender this offer and purchase the Units is based entirely upon this Subscription Agreement, the Offering Document and currently available public information concerning the Company;
- (y) if required by applicable securities laws, regulations, instruments, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Company in filing such reports, undertakings and other documents with respect to the issue of the Units;
- (z) none of the funds the Subscriber is using to purchase the Units are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities, and the Subscriber acknowledges that the Company may in the future be required to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder;

- (aa) the Subscriber acknowledges and consents to the fact that the Company is collecting the Subscriber's (and any beneficial purchaser for which the Subscriber is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Subscriber's subscription. The Subscriber acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact that the Company may be required by applicable securities laws, stock exchange rules and/or Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any beneficial purchaser for which the Subscriber is contracting hereunder). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Subscriber is contracting. In addition to the foregoing, the Subscriber agrees and acknowledges that the Company may use and disclose the Subscriber's personal information, or that of each beneficial purchaser for whom the Subscriber are contracting hereunder, as follows:
- (i) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Subscriber or any beneficial purchaser for whom the Subscriber is contracting hereunder;
 - (ii) for use and disclosure to the Company's transfer agent and registrar;
 - (iii) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
 - (iv) disclosure to securities regulatory authorities (including the Exchange) and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
 - (v) disclosure to a governmental or other authority (including the Exchange) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
 - (vi) disclosure to professional advisers of the Company in connection with the performance of their professional services;
 - (vii) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
 - (viii) disclosure to a court determining the rights of the parties under this Subscription Agreement; or
 - (ix) for use and disclosure as otherwise required or permitted by law.
- (bb) the Subscriber (on its own behalf and, if applicable, on behalf of any person to whose benefit the Subscriber is subscribing) acknowledges that the Subscriber has been notified by the Company:
- (i) of the delivery of the personal information to all applicable securities regulatory authorities or regulators;
 - (ii) that the personal information is being collected by the securities regulatory authority or regulator under the authority granted in applicable securities laws for the purposes of the administration and enforcement of applicable securities laws; and
 - (iii) of the contact information of the public official in each applicable Canadian jurisdiction who can answer questions about this indirect collection of personal information as set out in Schedule "B";

- (cc) the Subscriber has no knowledge of a “material fact” or “material change”, each as defined under applicable securities laws, in respect of the affairs of the Company that have not been generally disclosed to the public;
- (dd) the purposes hereof:
- (i) “**Regulation D**” means Regulation D promulgated under the U.S. Securities Act;
 - (ii) “**Regulation S**” means Regulation S promulgated under the U.S. Securities Act;
 - (iii) “**United States**” or “**U.S.**” means, as the context requires, the United States of America, its territories and possessions, any State of the United States, and/or the District of Columbia;
 - (iv) “**U.S. Accredited Investor**” means an “accredited investor” as defined in Rule 501(a) of Regulation D;
 - (v) “**U.S. Person**” means a “U.S. person” as defined in Regulation S (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized or incorporated outside of the United States and formed by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by U.S. Accredited Investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person);
 - (vi) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended; and
 - (vii) “**U.S. Purchaser**” is (a) any U.S. Person purchasing the Units, (b) any person purchasing the Units for the account or benefit of any U.S. Person or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber’s buy order was made or this Subscription Agreement was executed or delivered;
- (ee) unless the Subscriber completes the U.S. Purchaser Certificate included herein as Schedule “A” (in which case the Subscriber represents, warrants and covenants to the Company as to the accuracy of all matters set out therein) in connection with a purchase of the Units made in reliance on Regulation D, the Subscriber represents and warrants that:
- (i) the Units are not being acquired, directly or indirectly, for the account or benefit of a U.S. Person or a person in the United States, and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or a person in the United States respecting:
 - (I) the transfer or assignment of any rights or interests in any of the Securities;
 - (II) the division of profits, losses, fees, commissions, or any financial stake in connection with this Subscription Agreement; or
 - (III) the voting of the Securities;
 - (ii) the Subscriber has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;
 - (iii) the Subscriber represents that the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act;

- (iv) the Subscriber is not a U.S. Person, and is not purchasing the Securities for the account or benefit of any U.S. Person or a person in the United States, or for offering, resale or delivery for the account or benefit of any U.S. Person or a person in the United States;
- (v) the Subscriber was outside the United States at the time of execution and delivery of this Subscription Agreement within the meaning of Regulation S;
- (vi) no offers to sell the Units were made by any person to the Subscriber while the Subscriber was in the United States;
- (vii) the Subscriber acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws, and that the Securities may not be offered or sold in the United States, or to or for the account or benefit of a U.S. Person or a person in the United States, unless an exemption from such registration requirements is available. The Subscriber understands that the Company has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities;
- (viii) the Subscriber will not engage in any directed selling efforts (as defined by Regulation S under the U.S. Securities Act) 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 the resale of the Securities; and
- (ix) the Subscriber acknowledges that any person who exercises a Warrant may be required to provide to the Company either:
 - (I) written certification that it is not a U.S. Person and that such Warrant is not being exercised within the United States or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States; or
 - (II) a written opinion of counsel or other evidence satisfactory to the Company to the effect that the Warrant Shares have been registered under the U.S. Securities Act and applicable U.S. state securities laws or are exempt from registration thereunder;
- (ff) if the Subscriber is a U.S. Purchaser, the Subscriber represents and warrants either:
 - (i) the Subscriber is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; or
 - (ii) the Subscriber is, or is acting for the account or benefit of, a U.S. Person or a person located in the United States and is a U.S. Accredited Investor, and is acquiring the Units for its own account or for the account or benefit of a U.S. Accredited Investor as to which it exercises sole investment discretion, to be held for investment only and not with a view to any resale, distribution or other disposition of any Securities in violation of the U.S. Securities Act or applicable U.S. state securities laws; and

IN EITHER CASE, the Subscriber has properly completed and duly executed a U.S. Purchaser Certificate attached to this Subscription Agreement as Schedule "A", and confirms the truth and accuracy of all statements made by the Subscriber in such certificate; and
- (gg) if the Subscriber, or any beneficial person for whom the Subscriber is acting, is a resident of or otherwise subject to the securities laws of a jurisdiction outside of Canada and the United States (an "**International Jurisdiction**"), the Subscriber represents, warrants, acknowledges and agrees that:

- (i) it is knowledgeable of, or has been independently advised so as to, the applicable securities laws in such International Jurisdiction which would apply to this Subscription Agreement;
- (ii) it is purchasing the Securities pursuant to exemptions from any prospectus, registration or similar requirements under the laws of that International Jurisdiction and or, if such is not applicable, the Subscriber is permitted to purchase the Securities, and the Company has no filing obligations in the International Jurisdiction;
- (iii) no laws in the International Jurisdiction require the Company to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;
- (iv) the Securities are being acquired for investment only and not with a view to resale and distribution within the International Jurisdiction;
- (v) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (vi) there is no government or other insurance covering the Securities;
- (vii) there are risks associated with the purchase of the Securities;
- (viii) the Company has advised the Subscriber that the Company is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Securities through a person registered to sell securities under applicable securities laws and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, will not be available to the Subscriber; and
- (ix) the delivery of this Subscription Agreement and the purchase of the Units by such Subscriber does not contravene the applicable laws (including applicable securities laws) in the jurisdiction in which it is resident or to which it is subject and does not trigger any obligation to prepare and file a prospectus, registration statement or similar document, or any other report with respect to such purchase, or any registration or other obligation or reporting requirement on the part of the Company, and it will provide such evidence of compliance with all such matters as the Company may request.

15. The foregoing covenants, acknowledgements, agreements, representations and warranties are made by the Subscriber with the intent that they be relied upon by the Company in determining its suitability as a purchaser of Units, and the Subscriber hereby agrees to indemnify the Company against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Subscriber undertakes to notify the Company 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 Time.

Representations, Warranties and Covenants by Company

16. The Company covenants, represents and warrants to the Subscriber that, as at the date hereof and at the Closing Time:

- (a) it has complied, or will comply, with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the Securities;
- (b) the creation, issuance and sale of the Securities by the Company does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constituting documents or any agreement or instrument to which the Company is a party;

- (c) this Subscription Agreement, when accepted, will have been duly authorized by all necessary corporate action on the part of the Company and, subject to acceptance by the Company, will constitute a valid obligation of the Company legally binding upon it and enforceable in accordance with its terms;
- (d) the Securities will, at the time of issue, be duly allotted, validly issued, fully paid and non-assessable and will be free of all liens, charges and encumbrances and the Company will reserve sufficient shares in the treasury of the Company to enable it to issue the Securities; and
- (e) within the required time, it will file any documents, reports and information, in the required form, required to be filed by applicable securities laws in connection with the Offering, together with any applicable filing fees and other materials.

General

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

18. The obligations of the parties hereunder are subject to acceptance of the terms of the Offering by all required regulatory approvals.

19. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber shall be borne by the Subscriber.

20. The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts situate therein.

21. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

22. In this Subscription Agreement (including attachments and schedules), unless otherwise noted, all monetary references are to Canadian dollars.

23. The Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional, among other things, upon the sale of the Units to the Subscriber being exempt from any registration, prospectus and offering memorandum requirements of all applicable securities laws.

24. The Subscriber agrees that this offer is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, other than as may be provided for herein.

25. This Subscription Agreement shall enure to the benefit of and be binding on the Company, the Subscriber and their respective heirs, administrators, executors, successors and permitted assigns. This Subscription Agreement may not be assigned by the Company and may only be transferred or assigned by the Subscriber (a) subject to compliance with applicable securities law and (b) with the prior written consent of the Company.

26. No amendment to this Subscription Agreement will be valid or binding unless set forth in writing and duly executed by the parties hereto and no waiver of any breach of any provision of this Subscription Agreement will be effective or binding unless made in writing and signed by the waiving party.

27. Each of the parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing of the transactions

contemplated hereby, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Subscription Agreement.

28. This Subscription Agreement is deemed to be entered into on the acceptance date by Company, notwithstanding its actual date of execution by the Subscriber.

29. The representations, warranties, covenants and acknowledgements made by the Subscriber contained in this Subscription Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the Closing of the Offering, notwithstanding any subsequent disposition or exchange of the Units.

30. Time is of the essence of this Subscription Agreement.

31. The invalidity or unenforceability of any particular provision of this Subscription Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

32. The headings in this Subscription Agreement are for convenience of reference only and do not affect the interpretation of this Subscription Agreement.

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

SCHEDULE “A”

**U.S. PURCHASER CERTIFICATE
(To be completed by U.S. Purchasers)**

TO: VSBLTY GROUPE TECHNOLOGIES CORP. (the “Company”)

ONLY U.S. PURCHASERS NEED TO COMPLETE AND SIGN

A “**U.S. Purchaser**” is (a) any U.S. Person, (b) any person purchasing the Units for the account or benefit of any U.S. Person or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered.

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Subscription Agreement to which this Schedule “A” is attached. In the event of a conflict between the terms of this certificate and such Subscription Agreement, the terms of this certificate shall prevail.

1. In addition to the covenants, representations and warranties contained in the Subscription Agreement to which this Schedule “A” is attached, the Subscriber covenants, represents and warrants to the Company that *(please place your initials on the appropriate line(s) with respect to (1) or (2)):*

Initials

_____ 1. it is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; **OR**

Initials 2. it is a U.S. Accredited Investor by virtue of satisfying one or more of the categories indicated
_____ in Section 3 below.

2. If the Subscriber has initialled box 1(b) above, the Subscriber further covenants, represents and warrants to the Company that:

(a) it understands that the Securities have not been and will not be registered under the U.S. Securities Act or under any U.S. state securities laws, that the offer and sale contemplated hereby is being made in reliance on the exemption from registration provided by Rule 506(b) of Regulation D, that as such the Securities will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and the Subscriber is familiar with such rule and understands the resale limitations imposed thereby and the U.S. Securities Act;

(b) it acknowledges that it has not purchased the Units as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(c) 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 Company 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 Company will be a “passive foreign investment company” (“**PFIC**”) within the meaning of Section 1297 of the United States *Internal Revenue Code*;

(d) it understands and agrees that the financial statements of the Company have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, 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;

(e) it understands and acknowledges that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable U.S. state securities laws and regulations, the certificates or other instruments representing the Common Shares and any Warrant Shares issued upon exercise of the Warrants, and all certificates or other instruments issued in exchange therefor or in substitution thereof, 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 “U.S. SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY: (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS; AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

provided, that if the Common Shares or Warrant Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and such Securities were issued at a time when the Company qualified as a “foreign issuer” (as defined in Rule 902(e) of Regulation S), the legend set forth above in this Section 2(e) may be removed by providing a declaration to the registrar and transfer agent of the Company, as set forth in Appendix “A” attached hereto (or in such other form as the Company may prescribe from time to time); and provided, further, that, if the Common Shares or Warrant Shares are being sold otherwise than in accordance with Rule 904 of Regulation S and other than to the Company, the legend may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company that such legend is no longer required under applicable requirements of the U.S. Securities Act;

(f) it understands and agreed that the certificates representing the Warrants, and all certificates or other instruments issued in exchange therefor or in substitution thereof, shall bear the following legend:

“THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY: (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS; AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

THESE WARRANTS MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE SHARES ISSUABLE UPON EXERCISE OF THESE WARRANTS HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND

THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.”

(g) it consents to the Company making a notation on its records or giving instruction to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described herein;

(h) it understands and acknowledges that the Company is not obligated to remain a “foreign issuer”;

(i) if an individual, it is a resident of the state or other jurisdiction listed in its address on the execution page of the Subscription Agreement, or if the Subscriber is not an individual, the office of the Subscriber at which the Subscriber received and accepted the offer to purchase the Company’s Securities is the address listed on the execution page of the Subscription Agreement;

(j) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment;

(k) the Company has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Company as it has considered necessary or appropriate in connection with its investment decision to acquire the Units including, without limitation, the Offering Document and access to the Company’s public reports filed on the System for Electronic Data Analysis and Retrieval at <http://www.sedar.com>;

(l) it is acquiring the Units for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities in violation of the United States securities laws;

(m) if it decides to offer, sell or otherwise transfer any of the Securities, it will not offer, sell or otherwise transfer any of such Securities directly or indirectly, unless

(i) the sale is to the Company;

(ii) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S and in compliance with applicable local laws and regulations;

(iii) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable U.S. state securities laws; or

(iv) the Securities are sold in a transaction that does not require registration under the U.S. Securities Act or any applicable U.S. state laws and regulations governing the offer and sale of securities;

and, in the case of clauses (iii) or (iv) above, it has prior to such sale furnished to the Company an opinion of counsel or other evidence of exemption in form and substance reasonably satisfactory to the Company;

(n) it understands that the Company is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission (the “SEC”) or with any U.S. state securities administrators any registration statement in respect of resales of the Securities in the United States; and

(o) the funds representing the purchase price which will be advanced by the Subscriber to the Company hereunder will not represent proceeds of crime for the purposes of the United States *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the “Patriot Act”), and the Subscriber acknowledges that the Company may in the future be required by law to disclose the Subscriber’s name and other information relating to the Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the Patriot Act. No portion of the purchase price to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber, and it shall

promptly notify the Company if the Subscriber discovers that any of such representations ceases to be true and provide the Company with appropriate information in connection therewith.

3. If the Subscriber has initialled box 1(b) above, the Subscriber further covenants, represents and warrants to the Company that **(please place your initials on the appropriate line(s) 1 through 12 below):**

Initials _____ Category 1 A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*; an investment adviser registered pursuant to section 203 of the *Investment Advisers Act of 1940* or registered pursuant to the laws of a state; an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the United States *Investment Advisers Act of 1940*; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the United States *Investment Company Act of 1940*; a business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; a small business investment company licensed by the United States Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*; a rural business investment company as defined in section 384A of the United States *Consolidated Farm and Rural Development Act*; 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 an employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* in which 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 an employee benefit plan with total assets in excess of US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are U.S. Accredited Investors;

Initials _____ Category 2 A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*;

Initials _____ Category 3 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;

Initials _____ Category 4 Any director or executive officer of the Company (including an IRA (Individual Retirement Account) owned by such person);

Initials _____ Category 5 A natural person (including an IRA (Individual Retirement Account) owned by such person) whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (being a cohabitant occupying a relationship generally equivalent to that of a spouse), at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth,

(i) the person's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification 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);

(iii) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; and

(iv) for the purposes of calculating joint net worth of the person and that person’s spouse or spousal equivalent, (A) joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and (B) assets need not be held jointly to be included in the calculation; and reliance by the person and that person’s spouse or spousal equivalent on the joint net worth standard does not require that the securities be purchased jointly);

Initials _____ Category 6 A natural person (including an IRA (Individual Retirement Account) owned by such person) who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse or spousal equivalent in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse or spousal equivalent in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse or spousal equivalent will not remain in excess of US\$300,000) for the foreseeable future;

Initials _____ Category 7 Any 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 (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);

Initials _____ Category 7a A revocable trust which may be revoked or amended by its settlors (creators), each of whom is a U.S. Accredited Investor (**note:** if this category is selected, you must furnish a supplementary representation letter from each settlor confirming how such settlor qualifies as a U.S. Accredited Investor);

Initials _____ Category 8 Any entity in which all of the equity owners is a U.S. Accredited Investor;

If you checked Category 8, please indicate the name and category of U.S Accredited Investor (by reference to the applicable number in this section 3) of each equity owner:

Name of Equity Owner	Category of U.S. Accredited Investor

Note: It is permissible to look through various forms of equity ownership to natural persons in determining the U.S. Accredited Investor status of entities under this

category. If those natural persons are themselves U.S. Accredited Investors, and if all other equity owners of the entity seeking U.S. Accredited Investor status are U.S. Accredited Investors, then this category will be available

- Initials _____ Category 9 An entity, of a type not listed in Categories 1, 2, 3, 7 or 8, not formed for the specific purpose of acquiring the Securities, owning investments in excess of US\$5,000,000 (note: for the purposes of this Category 9, “investments” is defined in Rule 2a51-1(b) under the United States *Investment Company Act of 1940*);
- Initials _____ Category 10 A natural person (including an IRA (Individual Retirement Account) owned by such person) holding in good standing one or more of the following professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for U.S Accredited Investor status: The General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), and the Licensed Investment Adviser Representative (Series 65);
- Initials _____ Category 11 Any “family office,” as defined in rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*: (i) with assets under management in excess of US\$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Securities, and (iii) whose prospective investment is directed by a person (a “**Knowledgeable Family Office Administrator**”) 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
- Initials _____ Category 12 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 set forth in Category 11 above and whose prospective investment in the Company is directed by such family office with the involvement of the Knowledgeable Family Office Administrator.

Dated: _____

Signed: _____

Print the name of Subscriber

Print official capacity or title, if applicable

Print name of individual whose signature appears above if different than the name of the Subscriber printed above.

**APPENDIX “A” TO
U.S. PURCHASER CERTIFICATE
Form of Declaration for Removal of Legend**

TO: Registrar and transfer agent for the shares of **VSBLTY GROUPE TECHNOLOGIES CORP.**
(the “**Company**”)

The undersigned (A) acknowledges that the sale of _____ common shares of the Company to which this declaration relates, represented by certificate number _____ or held in Direct Registration System (DRS) account number _____, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that: (1) the undersigned (a) is not an “affiliate” of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a “distributor” as defined in Regulation S, and (c) is not 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 Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the NEO Exchange or any other “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows 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 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. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

X _____
Signature of individual (if Seller is an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the representation letter of _____ (the "Seller") dated _____, 20____, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ or held in Direct Registration System (DRS) account number _____ (the "Common Shares"). We have executed sales of the Common Shares pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell the Common Shares was made to a person in the United States;
- (2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the NEO Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Common Shares as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Dated: _____, 20____

Name of Firm

By: _____

Title: _____

SCHEDULE “B”

CONTACT INFORMATION OF PUBLIC OFFICIALS REGARDING INDIRECT COLLECTION OF PERSONAL 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**

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**

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**

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@fcnbc.ca

Public official contact regarding indirect collection of information: **Chief Executive Officer and Privacy 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**

Government of the Northwest Territories Office of the Superintendent of Securities

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Nova Scotia Securities Commission

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Halifax, Nova Scotia B3J 2P8
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Government of Nunavut Department of Justice

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Ontario Securities Commission

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Government of Yukon**Department of Community Services**

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Prince Edward Island Securities Office

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Financial and Consumer Affairs Authority of Saskatchewan

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