

ZENCHAIN INC.

SUBSCRIPTION AGREEMENT

TO: ZENCHAIN INC., a corporation organized under the laws of Canada (the “Company”)

The undersigned (the “**Purchaser**”), on its own behalf, hereby irrevocably subscribes for and offers to purchase from the Company the number of Voting Common Shares in the capital of the Company (each, a “**Common Share**”) set forth below at the price per share set forth below. The Purchaser agrees to be bound by the terms and conditions set forth in this Subscription Agreement (this “**Agreement**”) and acknowledges that the Company is relying upon the representations, warranties and covenants of the Purchaser set forth herein and in the exhibits hereto.

Price Per Share	C\$0.10 / Share
Total Purchase Price (“Purchase Price”)	C\$180,000
Total Number of Common Shares (“Shares”)	1,800,000

Name and Address of Purchaser

9378-6184 Quebec Inc.
(Name of Purchaser)

2809 AV Marie-Victorin, Mascouche, QC, J7K 0G2
(Purchaser’s Address)

By Jerome Tremblay
Authorized Signatory

(Purchaser’s Address)

(Official Capacity or Title, if applicable)

(Telephone Number)

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

(Email Address)

PLEASE REVIEW AND COMPLETE EXHIBIT “D” AND, IF NOT ALREADY A SHAREHOLDER, EXHIBITS “A”, “B” AND “C”.

Acknowledged and accepted on this ____ day of _____, 2018 (the “**Effective Date**”) by:

ZENCHAIN INC.

By: Seth Hornby
Name: Seth Hornby
Title: Chief Executive Officer

Email: seth@zenchain.com

ZENCHAIN INC.

SUBSCRIPTION AGREEMENT

This Agreement is made as of the Effective Date by and between the Company and the Purchaser.

In consideration of the mutual covenants and representations set forth below, the Company and the Purchaser agree as follows:

1. Purchase and Sale of the Shares

- (a) Subject to the terms and conditions of this Agreement, effective as of the Effective Date, the Purchaser hereby purchases the Shares for an aggregate purchase price equal to the Purchase Price.
- (b) Upon the execution and delivery of this Agreement, the Purchase Price shall be paid and satisfied by the Purchaser by the delivery of the Purchase Price set forth above to the Company by wire transfer, cheque or any other method of payment permissible under applicable law and approved by the Company's board of directors (or any combination of such methods of payment).

(c) Upon:

- (i) the execution and delivery of (A) this Agreement; (B) the General Investor Certificate attached as Exhibit A to this Agreement and such appendices as are applicable; and (C) if not already a party thereto, (i) the Right of First Refusal and Co-Sale Agreement attached as Exhibit B to this Agreement (the "**Right of First Refusal and Co-Sale Agreement**"); (ii) the Voting Agreement attached as Exhibit C to this Agreement (the "**Voting Agreement**"); and (iii) the Shareholder Rights Agreement attached as Exhibit D to this Agreement (the "**Shareholder Rights Agreement**", and together with the Right of First Refusal and Co-Sale Agreement and the Voting Agreement collectively, the "**Shareholder Agreements**"), and

- (ii) receipt of the Purchase Price set forth above,

the Company shall issue the Shares to the Purchaser as fully paid and non-assessable Common Shares in the capital of the Company and shall execute a share certificate, registered in the name of the Purchaser, reflecting the Shares. The share certificates representing the Shares shall be held in the Company's minute books.

2. Representations and Warranties of the Purchaser

The Purchaser represents and warrants as follows:

- (a) the Purchaser is either:

- (i) an “accredited investor”, as such term is defined in Section 73.3(1) of the *Securities Act* (Ontario) and in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators (“**NI 45-106**”), as appropriate, by virtue of being a person of the type indicated in the Accredited Investor Certificate attached as Appendix 1 to Exhibit A to this Agreement, and the Purchaser has duly and accurately completed and executed that certificate; or
 - (ii) qualifies for exemption from the prospectus requirement pursuant to Section 2.5 of NI 45-106 – “Family, friends and business associates” or Section 2.24 of NI 45-106 – “Employee, executive officer, director and consultant” by virtue of being a person of the type indicated in the General Investor Certificate attached as Exhibit A to this Agreement, and the Purchaser has duly and accurately completed and executed that certificate.
- (b) the Purchaser is not a “U.S. person” as defined in Regulation S under the United States Securities Act of 1933, as amended (the “**1933 Act**”), the definition of which includes: (I) an individual resident in the United States; (II) an estate or trust of which any executor, administrator or trustee is a U.S. person; or (III) any partnership or corporation organized or incorporated under the laws of the United States, and:
 - (i) the Purchaser was outside the United States at the time of execution and delivery of this Agreement;
 - (ii) no offers to sell the Shares were made by any person to the Purchaser while the Purchaser was in the United States;
 - (iii) the Shares are not being acquired, directly or indirectly, for the account of or benefit of a U.S. person or a person in the United States; and
 - (iv) the Purchaser acknowledges that the Shares have not been registered under the 1933 Act, and it undertakes and agrees that it will not offer or sell the Shares in the United States without registration under the 1933 Act and any applicable state securities laws unless an exemption from such registration requirements is available;
- (c) the Purchaser is purchasing the Shares solely for investment purposes, and not for further distribution. The Purchaser’s entire legal and beneficial ownership interest in the Shares is being purchased and shall be held solely for the Purchaser’s account, except to the extent the Purchaser intends to hold the Shares jointly with the Purchaser’s spouse. The Purchaser is not a party to, and does not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participation with respect to, or other distribution of, any of the Shares. The Purchaser’s investment intent is not limited to the Purchaser’s present intention to hold the Shares for the minimum capital gains period specified under any applicable tax law, for a deferred sale, for a specified increase or decrease in the market price of the Shares, or for any other fixed period in the future;

- (d) the Purchaser can properly evaluate the merits and risks of an investment in the Shares and can protect the Purchaser's own interest in this regard, whether by reason of the Purchaser's own business and financial expertise, the business and financial expertise of certain professional advisors unaffiliated with the Company with whom the Purchaser has consulted, or the Purchaser's pre-existing business or personal relationship with the Company or any of its officers, directors or controlling persons;
- (e) the Purchaser is sufficiently aware of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the Shares. The Purchaser has had an opportunity to discuss the plans, operations and financial condition of the Company with its officers, directors or controlling persons, and has received all information that the Purchaser deems appropriate for assessing the risk of an investment in the Shares; and
- (f) the Purchaser realizes that the purchase of the Shares involves a high degree of risk, and that the Company's future prospects are uncertain. The Purchaser is able to hold the Shares indefinitely if required, and is able to bear the loss of the Purchaser's entire investment in the Shares.

3. Representations and Warranties of the Company

The Company represents and warrants to the Purchaser that the following are true as of the Effective Date:

- (a) **Organization.** The Company is a corporation duly organized, validly existing and in good standing under the laws of Canada and has all the necessary corporate power, authority and capacity required: (i) to carry on its business as presently conducted and as presently proposed to be conducted; and (ii) to enter into this Agreement, and to perform its obligations hereunder.
- (b) **Valid and Binding Obligation.** The execution, delivery and performance by the Company of the Transaction Agreements have been duly authorized by all necessary corporate action on the part of the Company. The Transaction Agreements constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms except as limited by (i) bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights and (ii) the effect of rules of law governing the availability of equitable remedies.
- (c) **Absence of Conflicting Agreements.** The execution, delivery and performance of the Transaction Agreements by the Company and the completion of the transactions contemplated in this Agreement do not and will not result in or constitute a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of: (i) any of the terms, conditions or provisions of the articles of incorporation or bylaws of the Company or any resolution of the shareholders or directors of the Company; (ii) any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party; (iii) any judgement, order, writ or decree of any court

or governmental entity; or (iv) any applicable law. The execution, delivery and performance of the Transaction Agreements by the Company and the completion of the transactions contemplated in this Agreement will not result in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture or nonrenewal of any material permit or license applicable to the Company.

- (d) ***Private Issuer.*** The Company is a “private issuer” as such term is defined in NI 45-106 or Section 73.4(2) of the *Securities Act* (Ontario), as appropriate.
- (e) ***Valid Issuance of Shares.*** The Shares to be issued to the Purchaser pursuant to this Agreement will be duly authorized, validly issued as fully paid and non-assessable Common Shares and free of restrictions on transfer other than restrictions on transfer under the Company’s articles, the Shareholders Agreements and applicable securities laws. Based on the accuracy of the representations of the Purchaser in Section 2 and subject to any applicable filings pursuant to applicable securities laws, the offer, sale and issuance of the Shares under the terms of this Agreement are in compliance with all applicable securities laws.

4. Restrictions on Transfer

No Shares, nor any beneficial interest in such Shares, shall be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferee, other than in accordance with the restrictions on transfer of securities set out in the articles of the Company, if any, and in the Shareholders Agreements, in each case as the same may be amended, restated or replaced from time to time.

5. Tax

The Purchaser has reviewed with the Purchaser’s own tax advisors the tax consequences of this investment and the transactions contemplated by this Agreement. The Purchaser is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Purchaser understands that the Purchaser (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

6. General Provisions

(a) *Certain Rules of Interpretation*

In this Agreement:

- (i) **Applicable Law** – This Agreement 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.

- (ii) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (iii) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (iv) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (v) **Including** – Where the word “**including**” or “**includes**” is used in this Agreement, it means “including (or includes) without limitation”.
- (vi) **No Strict Construction** – The language used in this Agreement is the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (vii) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.
- (viii) **Statutory references** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (ix) **Time** – Time is of the essence in the performance of the parties’ respective obligations.
- (x) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

(b) ***Invalidity of Provisions***

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

(c) ***Entire Agreement***

This Agreement constitutes the entire agreement between the parties and sets out all the covenants, promises, warranties, representations, conditions and agreements between the

parties in connection with the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

(d) ***Enurement***

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, attorneys, guardians, estate trustees, executors, trustees, successors (including any successor by reason of amalgamation) and permitted assigns.

(e) ***Notices***

Any notice, consent or approval required or permitted to be given in connection with this Agreement (a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or other electronic means, provided that proof of electronic receipt is obtained:

- (i) in the case of the Purchaser, at the last known address of the Purchaser or the address of the Purchaser on the Company’s share register; and
- (ii) in the case of a Notice to the Company at:

Zenchain Inc.
c/o Osler, Hoskin & Harcourt
1055 West Hastings Street, Suite 1700
Vancouver, British Columbia V6E 2E9

Attention: Seth Hornby, CEO
E-mail: seth@zenchain.com

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day. Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section 6(e).

(f) ***Amendment; Waiver***

No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, is binding unless executed in writing by the party to be bound.

(g) ***Reliance on Counsel and Advisors***

The Purchaser acknowledges that Osler, Hoskin & Harcourt LLP is representing only the Company in this transaction. The Purchaser acknowledges that he, she or it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with his, her or its own legal counsel, tax advisors and other advisors. The Purchaser is relying solely on his, her or its own counsel and advisors and not on any statements or representations of the Company or its agents for legal or other advice with respect to this investment or the transactions contemplated by this Agreement.

(h) ***Further Assurances***

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to complete the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may reasonably be necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

(i) ***Execution and Delivery***

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

EXHIBIT A

GENERAL INVESTOR QUESTIONNAIRE

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the Shares as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, shall be referred herein as the “**Subscriber**”) of the Common Shares, the Subscriber hereby represents, warrants and certifies to the Corporation that the Subscriber:

- (i) is purchasing the Shares as principal (or deemed principal under the terms of National Instrument 45-106 - *Prospectus Exemptions* adopted by the Canadian Securities Administrators (“**NI 45-106**”));
- (ii) (A) is resident in or is subject to the laws of one of the following (check one):
 - ☐ Alberta ☐ New Brunswick ☐ Prince Edward Island
 - ☐ British Columbia ☐ Nova Scotia ☒ Quebec
 - ☐ Manitoba ☐ Ontario ☐ Saskatchewan
 - ☐ Newfoundland and Labrador
 - ☐ United States: _____ (List State of Residence)or
 - (B) ☐ is resident in a country other than Canada or the United States; and
- (iii) has not been provided with any offering memorandum in connection with the purchase of the Common Shares.
- (iv) is not aware of any commission or finder’s fee being paid to any director, officer, founder or control person of the Corporation or of an affiliate of the Corporation in connection with the issuance of the Common Shares.

In connection with the purchase of the Shares, the Subscriber hereby represents, warrants, covenants and certifies that he, she or it is:

- (a) ☒ an employee, director, executive officer, or control person of the Corporation or of an affiliate of the Corporation (**YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT**);
- (b) _____ a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer, or control person of the Corporation or of an affiliate of the Corporation (**YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT**);
- (c) _____ a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer, or control person of the Corporation or of an affiliate of the Corporation (**YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT**);

- (d) _____ a close personal friend of a director, executive officer, or control person of the Corporation or of an affiliate of the Corporation (by reason of the fact that you know such individual well enough and have known such individual for a sufficient period of time to be in a position to assess the capabilities and the trustworthiness of such individual and to obtain information from such individual with respect to this investment) **(YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT)**;
- (e) _____ a close business associate of a director, executive officer, or control person of the Corporation or of an affiliate of the Corporation (by reason of the fact that you have had sufficient prior business dealings with such individual to be in a position to assess the capabilities and trustworthiness of such individual and to obtain information from such individual with respect to this investment) **(YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT)**;
- (f) _____ a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Corporation **(YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT)**;
- (g) _____ a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Corporation **(YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT)**;
- (h) _____ an “accredited investor” within the meaning of NI 45-106 or subsection 73.3 of the *Securities Act* (Ontario), by virtue of satisfying the indicated criterion as set out in Exhibit B to this Form **(YOU MUST ALSO COMPLETE APPENDIX 1 TO THIS FORM. INDIVIDUALS MUST ALSO COMPLETE APPENDIX 2 TO THIS FORM.)**;
- (i) _____ a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g) **(YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT)**; or
- (j) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g) **(YOU MUST ALSO COMPLETE APPENDIX 3 TO THIS FORM IF YOU ARE AN ONTARIO RESIDENT)**.

The above representations and warranties will be true and correct both as of the execution of this General Investor Questionnaire and as of the closing time of the purchase and sale of the Shares and acknowledges that they will survive the completion of the issue of the Common Shares.

The Subscriber acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they be relied upon in determining the suitability of the Subscriber as an Subscriber of the securities and that this Questionnaire is incorporated into and forms part of the Agreement and the undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Shares.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and

acknowledges that such information is made available to the public under applicable legislation.

DATED as of the ____ day of _____, 2018.

Signed: Jerome Tremblay

Print Name of Subscriber

If Subscriber is a Corporation, Print
Name and Title of Authorized
Signing Officer

APPENDIX 1

ACCREDITED INVESTOR CERTIFICATE

The Purchaser (or, as the case may be, the disclosed principal on behalf of whom the Purchaser is contracting for) is a resident of or otherwise subject to the securities legislation of any province of Canada and is an “accredited investor”, as such term is defined in National Instrument 45-106 or subsection 73.3 of the *Securities Act* (Ontario), because, on the date of closing, the Purchaser falls within one or more of the following categories (Please check one or more, as applicable):

Please check the appropriate box(es)

- ☐ (a) a Canadian financial institution, or a Schedule III bank (or in Ontario, a bank listed in Schedule I, II or II to the Bank Act (Canada)),
- ☐ (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), 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,

“**financial assets**” means (a) cash, (b) securities, or (c) 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 (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets,

“spouse” means, an individual who, (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta),

if (j) is selected, please check the range of net financial assets which you beneficially own, either alone or combined with your spouse:

You alone:

You combined with a spouse:

- ☐ \$0 to \$2,000,000
- ☐ \$2,000,001 to \$3,000,000
- ☐ 3,000,001 to \$4,000,000
- ☐ > \$4,000,001

- ☐ \$0 to \$3,000,000
- ☐ \$3,000,001 to \$4,000,000
- ☐ \$4,000,001 to \$5,000,000
- ☐ > \$5,000,001

- ☐ (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,

“financial assets” means (a) cash, (b) securities, or (c) 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 (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets,

if (j.1) is selected, please check the range of net financial assets which you beneficially own, alone:

- ☐ \$0 to \$5,000,000
- ☐ \$5,000,001 to \$7,000,000
- ☐ \$7,000,001 to \$10,000,000
- ☐ > \$10,000,000

- ☐ (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,

“spouse” means, an individual who, (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta),

if (k) is selected, please check the range of net income before taxes which you alone or in combination with your spouse have earned in each of the two most recent calendar years, alone:

- ☐ \$0 to \$100,000
- ☐ \$100,001 to 200,000
- ☐ \$200,001 to 300,000
- ☐ > \$300,000

Please check the range of net income which your spouse has earned in each of the two most recent calendar years (only if applicable):

- ☐ \$0 to \$100,000
- ☐ \$100,001 to 200,000
- ☐ \$200,001 to 300,000
- ☐ > \$300,000

- ☐ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,

“**spouse**” means, an individual who, (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta),

if (l) is selected, please check the range of net assets you have, either alone or combined with your spouse:

- ☐ \$0 to \$5,000,000
- ☐ \$5,000,001 to \$10,000,000
- ☐ > \$10,000,001

- ☐ (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.

All amounts are in Canadian dollars.

As used in this Exhibit D, the following terms have the following meanings:

“bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“Canadian financial institution” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

“control person” has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Quebec where control person means any person that holds or is one of a combination of persons that holds

- (a) a sufficient number of any of the outstanding voting securities of an issuer so as to affect materially the control of the issuer, or

- (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;

“director” means

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility adviser” means

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

"entity" means a company, syndicate, partnership, trust or unincorporated organization;

“executive officer” means, for an issuer, an individual who is

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

“financial assets” means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“founder” means, in respect of an issuer, a person who,

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

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

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

“issuer” means a person or company who has outstanding, issues or proposes to issue, a security;

“person” includes

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

“related liabilities” means

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

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

“spouse” means, an individual who,

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

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

For the purpose hereof, an issuer is an **affiliate** of another issuer if

- (a) one of them is the subsidiary of the other, or

- (b) each of them is controlled by the same person.

“voting security” means any security other than a debt security of an issuer carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

For the purpose hereof, a person (first person) is considered to control another person (second person) if

- (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

For the purpose hereof, for residents of Manitoba, **“distribution”** means a primary distribution to the public.

For the purpose hereof, for residents of Québec, **“trade”** refers to any of the following activities:

- (a) the activities described in the definition of “dealer” in section 5 of the *Securities Act* (Québec), including the following activities:
 - (i) the sale or disposition of a security by onerous title, whether the terms of payment be on margin, installment or otherwise, but does not include a transfer or the giving in guarantee of securities in connection with a debt or the purchase of a security, except as providing in paragraph (b);
 - (ii) participation as a trader in any transaction in a security through the facilities of an exchange or a quotation and trade reporting system;
 - (iii) the receipt by a registrant of an order to buy or sell a security;
- (b) a transfer or the giving in guarantee of securities of an issuer from the holdings of a control person in connection with a debt.

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

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

In NI 45-106 a trust company or trust corporation described in paragraph (p) above of the definition of “accredited investor” (other than in respect of a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the Trust and Loan Companies Act (Canada) or under comparable legislation in another jurisdiction of Canada) is deemed to be purchasing as principal.

In NI 45-106 a person described in paragraph (q) above of the definition of “accredited investor” is deemed to be purchasing as principal.

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate as of the Effective Date as set forth in the attached Agreement. If any such representation or warranty shall not be true and accurate on the Effective Date, the undersigned shall give immediate written notice of such fact to the Company.

Dated: _____

Signed: _____

Print Name of Purchaser

If Purchaser is a Corporation, Print
Name and Title of Authorized
Signing Officer

APPENDIX 2

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: <i>Common Shares</i>	Issuer: <i>Zenchain Inc.</i>
Purchased from: <i>Issuer</i>	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$_____. [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 initials
<ul style="list-style-type: none"> Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	

<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 		
4. Your name and signature		
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.		
First and last name (please print):		
Signature:		Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON		
5. Salesperson information		
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>		
First and last name of salesperson (please print):		
Telephone:		Email:
Name of firm (if registered):		
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER		
6. For more information about this investment		
<p>Zenchain Inc. c/o Osler, Hoskin & Harcourt 1055 West Hastings Street, Suite 1700 Vancouver, British Columbia V6E 2E9</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.

APPENDIX 3

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

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: <i>Common Shares</i>	Issuer: Zenchain 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		
A) You are:			
1) <i>[check all applicable boxes]</i>			
<input type="checkbox"/>	[]	a director of the issuer or an affiliate of the issuer	
<input type="checkbox"/>	[]	an executive officer of the issuer or an affiliate of the issuer	
<input type="checkbox"/>	[]	a control person of the issuer or an affiliate of the issuer	
<input type="checkbox"/>	[]	a founder of the issuer	
OR			

2) [check all applicable boxes]		
<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	
<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	
B) You are a family member of _____ [Instruction: Insert the name of the person who is your relative either directly or through his or her spouse], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You are the _____ of that person or that person's spouse.		
[Instruction: To qualify for this investment, the person listed above must be (a) your spouse or (b) your or your spouse's parent, grandparent, brother, sister, child or grandchild.]		
C) You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
D) You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.		
You have known that person for _____ years.		
4. Your name and signature		
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.		
First and last name (please print):		
Signature:		Date: _____, 2018
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]		
<input type="checkbox"/>	family relationship as set out in section 3B of this form	
<input type="checkbox"/>	close personal friendship as set out in section 3C of this form	
<input type="checkbox"/>	close business associate relationship as set out in section 3D of this form	

First and last name of contact person <i>[please print]</i> :	
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):	
Telephone:	Email:
Signature:	Date: _____, 2018
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
<p>Zenchain Inc. c/o Osler, Hoskin & Harcourt 1055 West Hastings Street, Suite 1700 Vancouver, British Columbia V6E 2E9</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	
Signature of executive officer of the issuer (other than the purchaser):	Date: _____, 2018

Form instructions:

1. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
2. 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.
3. The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus Exemptions. For guidance on the meaning of "close personal friend" and "close business associate", please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus Exemptions.

EXHIBIT B

RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

EXHIBIT C
VOTING AGREEMENT

EXHIBIT D
SHAREHOLDER RIGHTS AGREEMENT