

Subscription Agreement

A completed and originally executed copy of this Subscription Agreement and the relevant schedule(s) must be delivered to:

EnerPure Inc.
30th Floor - 360 Main Street, Winnipeg, Manitoba
R3C 4G1
Email: info@enerpure.tech

Issuer: EnerPure Inc.

Issue: Units (as defined herein)

Total Amount of Units Subscribed for: _____

Total Subscription Price: \$ _____.

Name and Address of Subscriber:

Name: _____

Address: _____
(Street Address)

(City and Province or Country)

Tel: _____

(Postal Code)

E-mail: _____

Alternate Registration Instructions for Certificates: If other than in the name of the Subscriber:

Name: _____

Address: _____
(Street Address)

(City and Province or Country)

(Postal Code)

Is the Subscriber an "insider" of the Issuer (as defined in applicable Securities Laws, and which generally includes a director, an officer or a 10% shareholder)? yes no

Is the Subscriber a "registrant" (as defined in applicable securities laws, and which generally includes a dealer, an adviser or an investment fund manager)? yes no

TO: EnerPure Inc.

1. Subscription. The undersigned (the “**Subscriber**”) hereby tenders to EnerPure Inc. (the “**Issuer**”) this subscription which, upon acceptance by the Issuer, will constitute an agreement (the “**Subscription Agreement**”) of the Subscriber with the Issuer to purchase from the Issuer and, on the part of the Issuer, to sell to the Subscriber, the amount of Units (as defined below) set out on the cover page hereof at the price (the “**Subscription Price**”) set out on the cover page, all on the terms and subject to the conditions set forth in this Subscription Agreement.

2. Private Placement Offering. The Subscriber acknowledges that the Units purchased by the Subscriber are part of an offering of up to 5,000,000 Units at a price of \$0.40 per Unit for aggregate proceeds of up to \$2,000,000, being offered by the Issuer in the Designated Jurisdictions in reliance on the exemptions from the applicable prospectus requirements provided by section 2.3 of National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”), and the corresponding exemption under section 73.3(2) of the *Securities Act* (Ontario) (the “**OSA**”), Part 4 of National Instrument 45-110 *Start-up Crowdfunding Registration and Prospectus Exemptions* (“**NI 45-110**”) and in such other jurisdictions as the Issuer may determine in reliance upon applicable exemptions from the prospectus requirements of applicable Securities Laws (as hereinafter defined) (collectively, the “**Offering**”). The Subscriber acknowledges that there is no minimum amount of Units that must be subscribed for and accepted by the Issuer in order for the Offering to close. The Subscriber acknowledges that the Issuer may increase the size of the Offering at any time without the consent of the Subscriber.

3. Finance Services Agreement. The Subscriber acknowledges that, in connection with the issue and sale of the Units pursuant to the Offering, pursuant to a finance services agreement dated January 19, 2022 (the “**Finance Services Agreement**”), the Agent will receive the following from the Issuer:

- (a) a cash fee equal to eight percent (8%) of the aggregate gross proceeds from the sale of the Units sold to any party, whether an individual or a corporate entity, that the Agent introduces to the Issuer (the “**Introduced Parties**”) pursuant to the Offering or any other financing within 24 months from the Closing Date pursuant to the Finance Services Agreement.
- (b) a number of compensation options of the Issuer (the “**Compensation Options**”) equal to 8% of the aggregate number of Units sold to Introduced Parties issued under the Offering or any other financing within 24 months from the Closing Date pursuant to the Finance Services Agreement. Each Compensation Option will entitle the Agent to acquire one (1) Unit at the Subscription Price at any time until the date that is two years from the Closing Date.

4. Definitions. In this Subscription Agreement, unless the context otherwise requires:

“**Agent**” means Ascenta Finance Corp.;

“**Business Day**” means any day except Saturday, Sunday or any statutory holiday in the Province of Manitoba;

“**Closing**” means the completion of the issue and sale by the Issuer and the subscription by the Subscriber(s) for the Units pursuant to this Subscription Agreement;

“**Closing Date**” means the date on which a Closing occurs, as the Issuer shall determine in its sole discretion;

“**Closing Time**” means 10:00 a.m. (Winnipeg time) on the Closing Date or such other time as the Issuer may determine in its discretion;

“**Common Shares**” means the Class A common shares of the Issuer;

“**Compensation Options**” has the meaning attributed to it in Section 4(c) hereof;

“Designated Jurisdictions” means all provinces of Canada in which the Offering is made;

“Finance Services Agreement” shall have the meaning attributed to it in Section 4 hereof;

“Introduced Parties” has the meaning attributed to it in Section 4(a) hereof;

“IPO Liquidity Event” means: (i) listing of the Common Shares on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, or any other exchange as determined by the Issuer; or (ii) a transaction with a capital pool company or other company that is a reporting issuer in at least one jurisdiction of Canada by way of plan of arrangement, amalgamation, reverse take-over, qualifying transaction, or any other business combination or other similar transaction pursuant to which the Common Shares (or the common shares of the resulting issuer) are listed on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, or any other securities exchange as determined by the Issuer;

“Issuer” shall have the meaning attributed to it in Section 1 hereof;

“NI 45-106” shall have the meaning attributed to it in Section 2 hereof;

“NI 45-110” shall have the meaning attributed to it in Section 2 hereof;

“OSA” shall have the meaning attributed to it in Section 2 hereof;

“person” means any individual (whether acting as an executor, trustee, administrator, legal representative or otherwise), corporation, firm, partnership, limited partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“Purchased Units” means the Units purchased by the Subscriber under this Agreement;

“Sale Liquidity Event” means (i) the entering into of a binding agreement for the sale of all or substantially all of the assets of the Issuer to a person other than an affiliate of the Issuer or (ii) the entering into of a binding agreement for the transfer of the shares of the Issuer, a reorganization, amalgamation or merger or a plan of arrangement involving the Issuer, other than solely involving the Issuer and one or more of its affiliates, as a result of which the persons who were the beneficial owners of the shares of the Issuer immediately prior to such transaction do not, following such transaction, beneficially own, directly or indirectly, more than 25% of the resulting voting shares on a fully-diluted basis;

“Securities Commission” means, collectively, the securities commission or other securities regulatory authority in each of the Designated Jurisdictions;

“Securities Laws” means, collectively, the applicable securities laws of each of the Designated Jurisdictions and the respective regulations and rules made and forms prescribed thereunder, together with all applicable published policy statements, blanket orders, rulings and notices of the Securities Commission;

“Subscriber” shall have the meaning attributed to it in Section 1 hereof;

“Subscribers” means all the subscribers for Units, including the Subscriber;

“Subscription Agreement” shall have the meaning attributed to it in Section 1 hereof;

“Subscription Price” shall have the meaning attributed to it in Section 1 hereof;

“Underlying Securities” means the Common Shares and Warrants comprising the Units;

"Units" means the units of the Issuer to be issued pursuant to this Offering, each consisting of one Common Share and one Warrant;

"United States" or **"U.S."** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"U.S. Securities Act" means the United States Securities Act of 1933, as amended.

"Warrant" means the Common Share purchase warrant, comprising a part of a Unit, each whole Warrant entitling the holder thereof to purchase one Common Share at an exercise price of \$0.70 per Common Share, subject to adjustment in certain events in accordance with the Warrant Certificate, at any time on or before 5:00 pm (Winnipeg time) on the date that is the earlier of: (i) 12 months from an IPO Liquidity Event or, (ii) 10 Business Days of the date that the Issuer provides written notice of a Sale Liquidity Event. The foregoing description of the Warrants is a summary only, and is subject to the Warrant Certificates;

"Warrant Certificate" means the certificate evidencing the Warrants and the definitive terms thereof; and

"Warrant Shares" means a Common Share to be issued in connection with the due exercise of a Warrant.

5. Delivery and Payment. The Subscriber agrees that the following shall be delivered on behalf of the Subscriber to the Issuer at the address set forth on the cover page hereof by the Closing Time on the Closing Date, or such other time, date or place as the Issuer may request:

- (a) a completed and duly signed copy of this Subscription Agreement and the schedules hereto, as applicable;
- (b) any other documents required by Securities Laws which the Issuer requests; and
- (c) a certified cheque or bank draft or wire transfer (in accordance with the wire instructions on Schedule F) made payable on or before the Closing Date (or such other date as the Issuer may advise) in same day freely transferable Canadian funds at par to "EnerPure Inc." representing the aggregate Subscription Price payable by the Subscriber for the Units subscribed for hereunder, or such other method of payment against delivery of the certificates representing the Purchased Units as the Issuer may accept.

The Subscriber acknowledges and agrees that such schedules and documents, when executed and delivered on behalf of the Subscriber, will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Subscriber hereunder in favour of the Issuer.

6. Representations and Warranties of the Subscriber. To induce the Issuer to accept this subscription, the Subscriber on its own behalf, and if applicable, on behalf of others for whom it is hereby acting, represents and warrants as follows (which representations and warranties shall be true and accurate as of the Closing Time) and acknowledges that the Issuer is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) The Subscriber:
 - (i) is subscribing for the Purchased Units as principal or is deemed to be subscribing as principal; and
 - (ii) where the Subscriber is resident in or otherwise subject to the Securities Laws of a Designated Jurisdiction:
 - (A) (I) is an "accredited investor" as that term is defined in NI 45-106 and the OSA, as applicable; and

- (II) makes the representations and warranties set forth in the duly completed Schedule A - Accredited Investor Status Certificate (and, if applicable, Schedule A-1 – Form for Individual Accredited Investors) attached hereto and which form an integral part hereof;
- (b) where the Subscriber is a resident of a jurisdiction other than Canada (excluding the United States), hereby:
 - (i) represents and warrants that the Subscriber is an “accredited investor” as that term is defined in NI 45-106 and the OSA;
 - (ii) makes the representations and warranties set forth in the duly completed Schedule A – Accredited Investor Status Certificate (and, if applicable, Schedule A-1 – Form for Individual Accredited Investors); and
 - (iii) makes the representations and warranties set forth in the duly completed Schedule B – Foreign Purchaser’s Certificate;
- (c) where the Subscriber is subscribing for Purchased Units through a crowd funding portal pursuant to Part 4 of NI 45-110, the Subscriber shall duly complete Schedule C – Risk Acknowledgement Form for Crowdfunding Investors and hereby acknowledges that the Subscriber will have a right to withdraw from this Agreement to purchase the Purchased Units:
 - (i) by delivering a notice of withdrawal to the funding portal not later than midnight on the 2nd business day after the day on which the Subscriber has entered into this Agreement; and
 - (ii) if the Issuer completes an amendment to the Form 45-110F1 *Offering Document*, by delivering a notice of withdrawal not later than midnight on the 2nd business day after the day on which the funding portal notifies the Subscriber of the amendment.
- (d) The Subscriber is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada and where the Subscriber is not an individual, the Subscriber is not a person created or used solely to purchase or hold securities as an accredited investor.
- (e) The Subscriber has not received or been provided with a prospectus or offering memorandum, within the meaning of the Securities Laws, or any sales or advertising literature in connection with the Offering.
- (f) The Subscriber acknowledges that the Issuer may complete additional financings in the future in order to fund the ongoing development and operations of the Issuer and its business; that there is no assurance that such financings will be available and, if available, on terms acceptable to the Issuer.
- (g) The Subscriber understands that the Purchased Units, the Underlying Securities and the Warrant Shares have not been qualified by a prospectus under the Securities Laws, nor is such qualification contemplated, and that the Purchased Units, the Underlying Securities and Warrant Share are being issued pursuant to exemptions from the prospectus requirements of the Securities Laws and the Subscriber acknowledges that:
 - (i) as a result, certain protections, rights and remedies provided under the Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber;

- (ii) no securities commission or similar regulatory authority has reviewed or passed on the merits of the investment in the securities of the Issuer;
 - (iii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under the Securities Laws;
 - (iv) the Issuer is relieved from certain obligations that would otherwise apply under the Securities Laws if the Purchased Units were distributed pursuant to a prospectus; and
 - (v) the Purchased Units, the Underlying Securities and Warrant Shares may be restricted from transfer for an indefinite period following the date of issuance of the Purchased Units under applicable Securities Laws and that the certificates representing the Purchased Units, the Underlying Securities and Warrant Shares, if applicable, will bear a restricted period legend to that effect.
- (h) The Subscriber 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 Purchased Units (including the possible loss of the Subscriber's entire investment in the Purchased Units), is able to bear the risks of an investment in the Purchased Units and understands the risks of, and other considerations relating to, the subscription for the Purchased Units.
- (i) The Subscriber has consulted to the extent deemed appropriate by the Subscriber with the Subscriber's own advisers as to the financial, tax, legal and related matters concerning an investment in Purchased Units and on that basis believes that an investment in the Purchased Units is suitable and appropriate for the Subscriber.
- (j) If the Subscriber is not a natural person, (i) the Subscriber has the legal capacity and authority to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for Purchased Units, and to perform its obligations thereunder and consummate the transactions contemplated thereby and when so executed and delivered will constitute valid and legally binding agreements of the Subscriber and (ii) any person signing this Subscription Agreement on behalf of the Subscriber has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for the Purchased Units. If the Subscriber is an individual, the Subscriber has all requisite legal capacity to acquire and hold the Purchased Units and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Subscriber in connection with this subscription for Purchased Units. The execution and delivery by the Subscriber, and compliance by the Subscriber with, this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for Purchased Units does not conflict with, or constitute a default under, any instruments governing the Subscriber, any law, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber is bound. This Subscription Agreement has been duly executed by the Subscriber and, when executed by the Subscriber, will constitute a valid and legally binding agreement of the Subscriber; and each other document required to be executed and delivered by the Subscriber in connection with the Subscriber's subscription for the Purchased Units, when so executed and delivered, will constitute valid and legally binding agreements of the Subscriber.
- (k) The Subscriber was offered the Purchased Units in the jurisdiction listed in, and is resident at, the Subscriber's permanent address set forth on the cover page of this Subscription Agreement and intends that the laws of that jurisdiction shall govern the Subscriber's subscription. Such address is a true and correct address of business or residence of the Subscriber.

- (l) The Subscriber's subscription for the Purchased Units has not been made through or as a result of, and the distribution of the Purchased Units is not being accompanied by, any advertisement, including without limitation, in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation.
- (m) None of the funds that the Subscriber is using to subscribe for Purchased Units are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities. The funds which will be advanced by the Subscriber hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the knowledge of the Subscriber none of the funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States or any other jurisdiction; or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber agrees that it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith.
- (n) The representations, warranties and covenants contained in the applicable schedules will be true and correct both as of the date of execution of this Subscription Agreement and as of the Closing Time.
- (o) No person has made any written or oral representations:
 - (i) that any person will resell or repurchase the Purchased Units, the Underlying Securities and Warrant Shares;
 - (ii) that any person will refund the Subscription Price or any portion thereof; or
 - (iii) as to the future price or value of the Purchased Units, the Underlying Securities or the Warrant Shares.
- (p) The Issuer is relying on the representations, warranties and covenants contained herein and in the applicable schedules attached hereto to determine the Subscriber's eligibility to subscribe for Purchased Units under applicable Securities Laws and the Subscriber agrees to indemnify the Issuer and each of its directors and officers against all losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of or arising from reliance thereon. The Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth in this Subscription Agreement or in the applicable schedules which takes place prior to the Closing.
- (q) In connection with this Subscription Agreement the Issuer is collecting certain "personal information", as that term is defined in applicable privacy legislation. The Issuer agrees that it shall only use and disclose such personal information for purposes consistent with the purposes for which it was initially collected without first obtaining consent from the Subscriber, such consent not to be unreasonably withheld. In addition to the foregoing, the Subscriber agrees and acknowledges that the Issuer may use and disclose the Subscriber's personal information as follows:
 - (i) for internal use with respect to managing the contractual relationships and obligations between the Issuer and the Subscriber;
 - (ii) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to the Canada Revenue Agency;

- (iii) disclosure to Securities Commission and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;
 - (iv) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
 - (v) disclosure to professional advisers of the Issuer in connection with the performance of their professional services;
 - (vi) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the prior written consent of the Subscriber;
 - (vii) disclosure to a court determining the rights of the parties under this Subscription Agreement; or
 - (viii) use and disclosure as otherwise required or permitted by law.
- (r) In connection with this Subscription Agreement the Issuer is collecting certain “personal information”, as that term is defined in applicable privacy legislation as further described in Schedule E.
- (s) The Subscriber is not a person in the United States;
- (i) The Units have not been offered to the Subscriber in the United States, this Subscription Agreement has not been signed in the United States, and the individuals making the order to purchase the Shares and executing and delivering this Subscription Agreement on the Subscriber’s behalf were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
 - (ii) The Subscriber will not offer, sell or otherwise transfer the Shares unless the Issuer has consented to such offer, sale or transfer and such offer, sale or transfer is made in accordance with an exemption from the registration requirements under the U.S. Securities Act and all applicable U.S. Securities Laws or the United States Securities and Exchange Commission has declared effective a registration statement in respect of such securities; and
 - (iii) The Subscriber is aware that the Shares have not been nor will they be registered under the U.S. Securities Act or the securities laws of any state of the United States and that such securities may be offered and sold into the United States only in transactions that do not require registration under the U.S. Securities Act or any state securities laws.

7. Acceptance or Rejection. The Issuer will have the right to accept or reject this subscription in whole or in part at any time. The Issuer will be deemed to have accepted this offer upon the Issuer’s execution of the acceptance form at the end of this Subscription Agreement and the issuance of the certificates representing the Purchased Units. The Subscriber waives any requirement on the Issuer’s behalf to immediately communicate its acceptance of this Subscription Agreement to the Subscriber.

8. Further Advice and Assurances. All information which the Subscriber has provided to the Issuer is correct and complete as of the date hereof, and the Subscriber agrees to notify the Issuer immediately if any representation or warranty contained in this Subscription Agreement, including any information provided pursuant to the schedules hereto, becomes untrue prior to the Closing of the Subscriber’s subscription pursuant to this Subscription Agreement. The Subscriber agrees to provide such information and execute and deliver such documents as the Issuer may reasonably request to verify the accuracy of the Subscriber’s representations and warranties herein or to comply with any law or regulation to which the Issuer may be subject.

9. Securities Laws. The Subscriber acknowledges and agrees that the sale of the Purchased Units is conditional upon such sale being exempt from the prospectus requirements of the Securities Laws relating to the sale of the Purchased Units. The Subscriber understands that, if required by the Securities Laws, a report of the sale of the Purchased Units will be filed with the appropriate securities regulatory authorities.

10. Resale Restrictions. The Subscriber understands and acknowledges that the Purchased Units, the Underlying Securities and Warrant Shares will be subject to certain resale restrictions under applicable Securities Laws and the Subscriber agrees to comply with such restrictions. The Subscriber also acknowledges that it has been advised to consult its own legal advisors with respect to all aspects of the Subscriber's investment in the Purchased Units pursuant to the Offering, including applicable resale restrictions and that it is solely responsible (and neither the Issuer nor its representatives are in any manner responsible) for complying with such restrictions.

11. Subscriber's Expenses. The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of counsel retained by the Subscriber) relating to the purchase of the Purchased Units shall be borne by the Subscriber.

12. Indemnity. The Subscriber understands that the information provided herein (including the schedules hereto) will be relied upon by the Issuer for the purpose of determining the eligibility of the Subscriber to subscribe for Purchased Units. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Subscriber to subscribe for Purchased Units. The Subscriber agrees to indemnify and hold harmless the Issuer and its directors, officers, employees, securityholders and agents from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Subscriber contained in this Subscription Agreement (including the schedules hereto) or in any other document provided by the Subscriber to the Issuer in connection with the Subscriber's investment in Purchased Units. This indemnity shall survive the Closing of the subscription for the Purchased Units contemplated herein and the sale of the Purchased Units and any Underlying Securities and Warrant Shares thereafter.

13. Binding Effect. The Subscriber and the Issuer each intend that this Subscription Agreement when accepted will constitute a valid and legally binding agreement of the Subscriber and the Issuer.

14. Miscellaneous. This Subscription Agreement is not assignable by the Subscriber without the prior express written consent of the Issuer. The representations and warranties made by the Subscriber in this Subscription Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by the Issuer. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties, the parties expressly agree that all terms and provisions hereof shall be construed under the laws of Manitoba.

15. Language of Documents. The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly relating hereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente entente de souscription ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

16. Counterparts. The Issuer shall be entitled to rely on delivery by facsimile or other electronic transmission of an executed copy of this Subscription Agreement in counterparts, and acceptance by the Issuer of such copy shall be legally effective to create a valid and binding agreement between the Issuer and the Subscriber in accordance with the terms hereof.

17. Entire Agreement. This Subscription Agreement constitutes the entire agreement between the Issuer and the Subscriber pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Issuer and the Subscriber.

18. Currency. Unless otherwise noted all references to currency herein shall be to lawful money of Canada.

19. Effective Date. This Subscription Agreement is intended to and shall take effect on the date it is accepted by the Issuer, notwithstanding its actual date of execution or delivery by any of the parties.

20. Independent Legal Advice. The Subscriber hereby confirms that they have been advised to obtain independent legal advice as to the legal consequences and obligations which would be incurred as a result of becoming a party to this Subscription Agreement. The Subscriber acknowledges that they have obtained independent legal advice in connection with the negotiation and execution of this Subscription Agreement or, having been advised to do so, has declined to obtain independent legal advice, and further acknowledges and agrees that they have read, understand, and agree to be bound by all of the terms and conditions contained herein. The Subscriber is aware that legal counsel retained by the Issuer, MLT Aikins LLP, are acting as counsel to the Issuer, and not as counsel to the Subscriber or the Agent and the Subscriber and the Agent may not rely upon that legal counsel in any respect.

21. Electronic Delivery. Unless the Subscriber notifies the Issuer otherwise, the Subscriber is deemed to have consented to the delivery by the Issuer to the Subscriber of documents (including this Subscription Agreement) by way of email and that delivery of such documents in accordance with Schedule E of this Subscription Agreement shall constitute valid and effective delivery of such documents unless the Issuer receives actual notice that such electronic delivery failed. Unless the Issuer receives actual notice that the electronic delivery failed, the Issuer is entitled to assume that the email and the documents attached thereto were actually received by the Subscriber and the Issuer will have no obligation to verify actual receipt of such electronic delivery to the Subscriber.

[remainder of the page left intentionally blank]

IN WITNESS WHEREOF the undersigned has executed this Subscription Agreement on the ____ day of _____, 2022.

Signature of Subscriber (if an individual)

Name of Subscriber (if not an individual)

Name of Subscriber (if an individual)

Authorized Signatory (if not an individual)

Title

ACCEPTANCE

The foregoing is acknowledged, accepted and agreed to this ____ day of _____ 2022.

ENERPURE INC.

Per: _____
Authorized Signatory

SCHEDULE A

ACCREDITED INVESTOR STATUS CERTIFICATE

The undersigned Subscriber hereby represents and warrants, as an integral part of its Subscription Agreement to which this certificate is attached, that the Subscriber is an "accredited investor" as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106") and accordingly is correctly and in all respects described by the category or categories set forth directly next to which the Subscriber has marked below.

[MARK BELOW THE CATEGORY OR CATEGORIES WHICH DESCRIBES YOU]

- 1. Except in Ontario, a Canadian financial institution, or a Schedule III bank.
- 2. Except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).
- 3. Except in Ontario, a subsidiary of any person referred to in paragraphs (1) or (2), 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.
- 4. Except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer.
- 5. An individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (4).
- 6. 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).
- 7. Except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada.
- 8. Except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montreal or an intermunicipal management board in Québec.
- 9. Except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.
- 10. Except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada.
- 11. An individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000. **[IF THIS CATEGORY IS MARKED, PLEASE COMPLETE SCHEDULE A-1]**
- 12. 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.
- 13. An individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably

expects to exceed that net income level in the current calendar year. **[IF THIS CATEGORY IS MARKED, PLEASE COMPLETE SCHEDULE A-1]**

- 14. An individual who, either alone or with a spouse, has net assets of at least \$5,000,000. **[IF THIS CATEGORY IS MARKED, PLEASE COMPLETE SCHEDULE A-1]**
- 15. 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.
- 16. An investment fund that distributes or has distributed its securities only to:
 - (i) a person that is or was an accredited investor at the time of the distribution;
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*], or 2.19 [*Additional investment in investment funds*] of NI 45-106; or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. An entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (1) through (4) or paragraph (10) in form and function.
- 22. 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.
- 23. An investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser.
- 24. A person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.
- 25. 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.

Dated this ____ day of _____, 2022.

IF SUBSCRIBER IS AN INDIVIDUAL:

IF SUBSCRIBER IS NOT AN INDIVIDUAL:

Name of Subscriber

Name of Subscriber

Signature of Subscriber

Per: _____
Signature of Authorized Signatory

I have the authority to bind the Subscriber.

For the purposes hereof:

- (a) “*bank*” means a bank named in Schedule I or II of the *Bank Act* (Canada).
- (b) “*Canadian financial institution*” means:
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services corporation, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.
- (c) “*control person*” has the meaning ascribed to that term in securities legislation except in Manitoba, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec, where “control person” means any person that holds or is one of a combination of persons that holds
 - (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
 - (ii) 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 that issuer.
- (d) “*eligibility adviser*” means
 - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
 - (iii) in Manitoba, also means a lawyer who is a practising member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.
- (e) “*executive officer*” means, for an issuer, an individual who is:
 - (i) a chair, vice-chair or president;
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production; or
 - (iii) performing a policy making function in respect of the issuer.
- (f) “*financial assets*” means (i) cash, (ii) securities or (iii) a contract of insurance, a deposit or an evidence of deposit that is not a security for the purposes of securities legislation.
- (g) “*founder*”, means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
 - (ii) at the time of the distribution or trade is actively involved in the business of the issuer.
- (h) “*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.
- (i) “*investment fund*” has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure.
- (j) “*jurisdiction*” means a province or territory of Canada except when used in the term foreign jurisdiction.
- (k) “*non-redeemable investment fund*” has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure.
- (l) “*person*” includes
 - (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
 - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative.
- (m) “*related liabilities*” means
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets.
- (n) “*Schedule III bank*” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada).
- (o) “*subsidiary*” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

SCHEDULE A-1

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	
1. About your investment	
Type of securities: <i>Units</i>	Issuer: <i>EnerPure Inc.</i>
Purchased from Issuer: Yes	
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>[Insert the total dollar amount of the investment]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1,000,000 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 \$5,000,000. (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. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Purchaser completes and signs the form.]</i>	
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, please contact:	
<p>EnerPure Inc. 30th Floor - 360 Main Street, Winnipeg, Manitoba R3C 4G1 Tel. No: (204) 944-1901 Email: info@enerpure.tech</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

SCHEDULE B

FOREIGN PURCHASER'S CERTIFICATE

The undersigned subscriber (the "**Subscriber**"), a resident of a jurisdiction other than Canada or the United States, hereby represents and warrants, as an integral part of the subscription agreement between EnerPure Inc. (the "**Company**") and the Subscriber dated _____, 2022 (the "**Subscription Agreement**"), as follows.

1. The Subscriber is, and each beneficial purchaser for whom the Subscriber may be acting as trustee or agent is, a resident of a country (an "**International Jurisdiction**") other than Canada or the United States and the decision to subscribe for Class A common shares of the Company (the "**Shares**") was taken in such International Jurisdiction.
2. The delivery of the Subscription Agreement, the acceptance of it by the Company and the issuance of Shares to the Subscriber, or any beneficial purchaser, complies with all laws applicable to the Subscriber and such beneficial purchaser, including the laws of such purchaser's jurisdiction of residence, and all other applicable laws, and will not cause the Issuer to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws of the International Jurisdiction.
3. The Subscriber, and each such beneficial purchaser, is knowledgeable of, or has been independently advised as to, the application or jurisdiction of the securities laws of the International Jurisdiction which would apply to the subscription (other than the securities laws of Canada and the United States).
4. The Subscriber, and each such beneficial purchaser, is purchasing the Shares pursuant to exemptions from the prospectus and registration requirements (or their equivalent) under the applicable securities laws of that International Jurisdiction or, if such is not applicable, each is permitted to purchase the Shares under the applicable securities laws of the International Jurisdiction without the need to rely on an exemption.
5. The applicable securities laws do not require the Issuer to make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction.
6. The Subscriber will not sell, transfer or dispose of the Shares except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Subscriber acknowledges that the Issuer shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws.
7. The Subscriber will provide such evidence of compliance with applicable securities laws as the Issuer or its counsel may request, if any.

Dated this ____ day of _____, 2022.

Signature of Subscriber

Name of Subscriber

Address of Subscriber

SCHEDULE C

RISK ACKNOWLEDGEMENT FORM FOR CROWDFUNDING INVESTORS

Issuer Name: EnerPure Inc.

Type of Eligible Security Offered: Class A common shares

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

	Yes	No
1. Risk acknowledgment		
Risk of loss – Do you understand that this is a risky investment and that you may lose all the money you pay for this investment?	<input type="checkbox"/>	<input type="checkbox"/>
No income – Do you understand that you may not earn any income, such as dividends or interest, on this investment?	<input type="checkbox"/>	<input type="checkbox"/>
Liquidity risk – Do you understand that you may never be able to sell this investment?	<input type="checkbox"/>	<input type="checkbox"/>
Lack of information – Do you understand that you may not be provided with any ongoing information about the issuer and/or this investment?	<input type="checkbox"/>	<input type="checkbox"/>
2. No approval		
No approval – Do you understand that this investment has not been reviewed or approved in any way by a securities regulator?	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
3. Limited legal rights		
<p>Limited legal rights – Do you understand that you will not have the same rights as if you purchased under a prospectus or through a stock exchange?</p> <p>If you want to know more, you may need to seek professional legal advice.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4. Purchaser's acknowledgement		
<p>Investment risks – Have you read this form, and do you understand the risks of making this investment?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Offering document – Has an offering document relating to this investment been made available to you on the funding portal?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>The offering document contains important information about this investment. If you have not read the offering document or if you do not understand the information in it, you should not invest. You should retain a copy of the offering document for your records.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Have you read and do you understand the information in the offering document?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>First and last name:</p>		
<p>Electronic signature: By checking this Box, <input type="checkbox"/>, I acknowledge that I am signing this form electronically and agree that this is the legal equivalent of my handwritten signature. I will not at any time in the future claim that my electronic signature is not legally binding. The date of my electronic signature is the same as my acknowledgement</p>		
5. Additional information		
<ul style="list-style-type: none"> ▪ You have 2 days to cancel your purchase by sending a notice to the funding portal at crowdfund@ascentaopportunities.com ▪ If you want more information about your local securities regulation, go to www.securities-administrators.ca. Securities regulators do not provide advice on investments ▪ To check if the funded portal is operating by a registered dealer, go to www.aretheyregistered.ca 		

SCHEDULE D

PRIVACY NOTICE

Certain personal information respecting the Subscriber is required to be provided to the Issuer in connection with the subscription and ownership of Units (and the Underlying Securities and Warrant Shares) pursuant to this Subscription Agreement. Such information is being collected by the Issuer for the purposes of completing this Offering or other offerings of securities of the Issuer, administering the Subscriber's relationship with the Issuer, providing the Subscriber with information from time to time regarding the Issuer or the Subscriber's investment in the Issuer (directly or indirectly through intermediaries) and for other legitimate business purposes of the Issuer, which includes, without limitation, determining the eligibility of the Subscriber to purchase the Units (and the Underlying Securities and Warrant Shares) under applicable Securities Laws, preparing and registering certificates representing the Units (and Underlying Securities and Warrant Shares), payment of dividends (if any), disseminating shareholder communications (including via a website) and preparing and completing filings or providing information required under applicable tax and securities legislation, regulations, rules, policies or orders or by any stock exchange, marketplace, trading platform or securities regulatory authority or taxation authority.

The personal information of the Subscriber may be disclosed by the Issuer to: (i) stock exchanges, marketplaces, trading platforms or securities regulatory or taxation authorities; (ii) any registrar and transfer agent appointed by the Issuer; (iii) the Canada Revenue Agency; (iv) any governing authority; (v) any other person involved in this Offering, including legal counsel, registered holders, trustees, selling agents, registrants, dealers, brokers, financial institutions or other intermediaries, and (vi) other persons reviewing the books and records of the Issuer in furtherance of a business transaction or other legitimate business purpose of the Issuer.

By executing this Subscription Agreement, the Subscriber:

- (a) consents to the collection, use and disclosure of the Subscriber's personal information;
- (b) consents to the filing of copies or originals of any of the documents provided to the Issuer by or on behalf of the Subscriber with any securities regulatory authority in relation to the transactions contemplated by this Subscription Agreement;
- (c) acknowledges that it has been notified by the Issuer: (A) of the requirement to deliver to the applicable securities regulatory authority the full name, residential address, telephone number and email address of the Subscriber, the number and type of securities purchased, the total purchase price, the exemption being relied upon (including details of such exemption), the date of distribution and whether or not the Subscriber is an insider of the Issuer or a registrant; (B) that this information is being collected indirectly by the applicable securities regulatory authority under the authority granted to it in securities legislation; (C) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of the applicable jurisdiction; and (D) that the contact information of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of this information can be found below; and
- (d) authorizes the indirect collection of the aforementioned information by the applicable securities regulatory authority or regulator.

The Issuer may transfer your personal information to service providers outside of Canada to collect, use or store your personal information for or on behalf of the Issuer. For the purposes of this provision, the term "service providers" means any organization, including, without limitation, a parent corporation, subsidiary, affiliate, contractor or subcontractor, that, directly or indirectly, provides a service for or on behalf of another organization. You may obtain access to information about the Issuer's policies and procedures regarding the collection, use, disclosure and storage of personal information by writing to the Issuer at 30th Floor - 360 Main Street, Winnipeg, Manitoba R3C 4G1 or emailing the issuer at info@enerpure.tech.

The contact information of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of this information is as follows:

Alberta Securities Commission

Suite 600, 250 - 5th Street S.W.
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-6156

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect
collection of information: Inquiries Officer

The Manitoba Securities Commission

500 - 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba: 1-800-655-5244
Facsimile: (204) 945-0330
Email: securities@gov.mb.ca

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337
Toll free in Canada: 1-877-525-0337
Facsimile: (514) 864-6381 (For privacy
requests only)
Email: financementdassocies@lautorite.qc.ca

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street,
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Toll free in Nova Scotia: 1-855-424-2499
Facsimile: (902) 424-4625

**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@fcbn.ca

**Financial and Consumer Affairs Authority
of Saskatchewan**

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5645
Facsimile: (306) 787-5899

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Telephone: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6506
Attention: FOI Inquiries
Email: FOI-privacy@bcsc.bc.ca

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

**Government of the Northwest Territories
Office of the Superintendent of Securities**

1st Floor Stuart Hodgson Building, 5009 49th St.
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal &
Enforcement
Telephone: (867) 767-9305
Facsimile: (867) 873-0243
Email: securitiesregistry@gov.nt.ca

Government of Nunavut

Department of Justice - Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, W.G. Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

**Office of the Superintendent of Securities
Government of Yukon**

Department of Community Services
307 Black Street, 1st floor
P.O. Box 2703, C-6 Whitehorse, Yukon Y1A 2C6
Telephone: (867) 667-5466
Facsimile: (867) 393-6251
Email: Securities@gov.yk.ca

Government of Newfoundland and Labrador

Financial Services Regulation Division

Confederation Building

2nd Floor, West Block

Prince Philip Drive, P.O. Box 8700

St. John's, Newfoundland and Labrador A1B

4J6

Attention: Director of Securities

Telephone: (709) 729-4189

Facsimile: (709) 729-6187

SCHEDULE E

ELECTRONIC DELIVERY OF DOCUMENTS

The following are the terms of electronic delivery of the documents and/or types of documents listed below that the Issuer may elect to deliver by electronic means unless the Subscriber provides notice that they do not wish to receive documents by such means of delivery. The Subscriber agrees to provide an email address on request. For purposes hereof, "deliverer" means the Issuer or its representatives responsible for delivering documents to the Subscriber, as appropriate.

1. The documents and/or types of documents which are covered by this consent to electronic delivery include notices, reports, financial statements, tax information, general correspondence and other documentation or information related to the Issuer, including the following:
 - Subscription documents;
 - Periodic financial statements and reports, including annual audited financial statements;
 - Tax information, including annual tax slips; and
 - Amendments of any such documents and/or types of documents.
2. In the event the deliverer receives notice that an email sent to the Subscriber was not received by the Subscriber, a paper copy of the relevant documents will be sent by regular mail. In the event the deliverer does not receive any notice that an email sent to the Subscriber was not received by the Subscriber, the deliverer shall be entitled to assume the email and the attached documents were actually received by the Subscriber.
3. All the Subscribers who consent to email delivery of documents will be required to have a computer with Internet access, a working email account and the ability to read Microsoft Word files, Microsoft Excel files and Adobe Acrobat files. Adobe Acrobat Reader can be obtained free of charge at the Adobe website at <http://www.adobe.com>. All documents delivered by email will be readable and may be viewed by using one or more of the above programs.
4. Documents sent in the following formats will be readable and may be viewed using the following programs:

<u>File Type</u>	<u>Program</u>
PDF file	Adobe Acrobat Reader
Excel file	Microsoft Excel
Word file	Microsoft Word
JPEG file	Any internet browser
HTML file	Any internet browser

5. At any time, the Subscriber may elect to receive paper copies of documents instead of or in addition to the electronic copies at no cost and the Subscriber may change the email address to which documents are delivered. The Subscriber may make such changes by providing notice of the same in writing by regular mail or email to: EnerPure Inc., 30th Floor - 360 Main Street, Winnipeg, Manitoba R3C 4G1 or emailing the issuer at info@enerpure.tech or such other address or email address as the Issuer may advise from time to time.

SCHEDULE F

WIRE INSTRUCTIONS

Account Holder: EnerPure Inc.
Address: 202-675 Pembina Hwy, Winnipeg, MB R3M 2L6
Institution Name: TD Canada Trust
Branch Address: 360 Main Street, Winnipeg, MB R3C 3Z8 Canada

For a wire in Canadian or US dollars being sent from within Canada:

Beneficiary Bank (Field 57) - TD Canada Trust
Beneficiary Bank Address – 360 Main Street, Suite 2050 R3C 3Z3
Beneficiary City – Winnipeg
Beneficiary Province – Manitoba
Beneficiary Country – Canada
Beneficiary Bank ID - CC000463307
Beneficiary Bank Swift - TDOMCATTOR
Beneficiary Bank Transit - 63307
Beneficiary Bank Account No – 5314692

For a wire in Canadian dollars sent from outside of Canada:

Beneficiary Bank (Field 57) - TD Canada Trust
Clearing Code - //CC000463307
Beneficiary Bank Address – 360 Main Street, Suite 2050 R3C 3Z3
Beneficiary City - Winnipeg
Beneficiary Province/State – Manitoba
Beneficiary Country – Canada
Beneficiary Bank Transit - 63307
Beneficiary Bank ID – SWIFT: TDOMCATTOR
Beneficiary Bank Account No – 5314692