

## SUBSCRIPTION AND POWER OF ATTORNEY

**TO:** TERA CAPITAL GLOBAL INNOVATION LP (formerly named "Tera Capital Limited Partnership 2"), ( the "**Partnership**")

**AND TO:** TERA CAPITAL G.P. NO. 2 LIMITED (the "**General Partner**")

**AND TO:** TERA CAPITAL CORPORATION (the "**Manager**")

### FOR PURCHASE OF UNITS OF TERA CAPITAL GLOBAL INNOVATION LP

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The undersigned (the "**Subscriber**") hereby acknowledges receipt of

- (a) this Subscription and Power of Attorney (including the annexed Schedule A - Statements of Policies of Tera Capital Corporation, Schedule B - Certificate of Exempt Status with Certification as to Accredited Investor Status, and (if required) a Disclosure of Referral Arrangement, collectively referred to as this "**Subscription Agreement**");
- (b) a copy of the current Partnership Agreement of the Partnership;
- (c) a copy of the most recent audited annual financial statements of the Partnership, and, if there has been a subsequent interim financial statement of the Partnership, a copy thereof; and
- (d) a copy of the Partnership's most recent Discussion of Financial Risk Management and of any other reports and information provided by the Partnership to its Limited Partners within the last twelve months;

(such documents are collectively referred to as the "**Subscription Package**"), in connection with an offering of limited partnership interests (the "**Units**") in the Partnership, which is an Ontario limited partnership.

The Subscriber hereby irrevocably offers to purchase and pay for Units of the Partnership (the "**Subscribed Units**") at a price per Unit and for a total purchase amount and value (the "**Subscription Price**") as set forth in Section 19(a) hereof, subject to the terms and conditions set forth herein. The Subscriber acknowledges that this subscription is not binding on the Partnership until accepted, in whole or in part, by each of the General Partner, on behalf of the Partnership, and the Manager, each in its sole discretion acting reasonably.

#### 1. Partnership Agreement

The Subscriber acknowledges and agrees that if this subscription is accepted by the General Partner on behalf of the Partnership, the undersigned will become (i) a party to and be bound by the limited partnership agreement in the form provided herewith (as the same may be amended from time to time, the "**Partnership Agreement**") among the General Partner and each party who, from time to time, is or becomes a limited partner in accordance with the terms of the Partnership Agreement and (ii) liable for all obligations of a Limited Partner. The Partnership Agreement is incorporated by reference in this Subscription Agreement, and is deemed to be part hereof. In consideration of the General Partner accepting this Subscription Agreement and conditional thereon, the Subscriber hereby agrees to be bound, as a party to and as a Limited Partner, by the terms of the Partnership Agreement, as if the Subscriber had executed the Partnership Agreement and hereby ratifies and confirms, for all legal purposes, execution of Partnership Agreement on behalf of the Subscriber and all actions taken on behalf of the Subscriber pursuant thereto and affirms that by virtue of these presents, the Subscriber becomes a party thereto and will be liable for all obligations of a Limited Partner.

The Subscribed Units will be issuable pursuant to the Partnership Agreement. Capitalized terms used but not defined herein have the meanings ascribed thereto in the Partnership Agreement. In the event of a conflict between the provisions of this Subscription Agreement and the Partnership Agreement, the provisions of the Partnership Agreement shall prevail.

#### 2. Amount Payable

The Subscriber will pay the Subscription Price, in cash or in kind or partly in kind (including acceptable managed account securities owned by the Subscriber that are held in an account under discretionary management by the Manager in its capacity as a portfolio manager), required to purchase the Subscribed Units and if by cash in whole or in part, by certified cheque, wire transfer or bank draft payable to the Partnership to be held in trust for the Subscriber by the General Partner or the General Partner's designate and released in order to be applied to the purchase hereof. The Subscriber acknowledges that acceptable managed account securities will be valued at a price determined by the Manager, acting reasonably, and hereby authorizes and instructs the Manager to apply the value of such securities in satisfaction of the Subscription Price. The Subscriber hereby authorizes and instructs the General Partner or the General Partner's designate, as the case may be, to deal with the Subscription Price on the terms set forth herein.

### 3. Acceptance of Subscription

The Subscriber acknowledges and agrees that participation in the Partnership is subject to the acceptance of this subscription in whole or in part by each of the General Partner and the Manager, which acceptance shall be in its sole discretion acting reasonably, to payment of the Subscription Price and to certain other conditions set forth in the Subscription Package, including in particular the Partnership Agreement. The General Partner and the Manager reserve the right to close the offering of Units at any time without notice. The Subscriber acknowledges that they will become parties to the Partnership Agreement and liable for all obligations of a Limited Partner upon acceptance of this subscription by the General Partner, in accordance with the Partnership Agreement, and that the General Partner will or will cause to be registered in the register kept by it for that purpose the Units subscribed for by the Subscriber herein in accordance with the information contained herein.

### 4. Conditions of Closing

The obligations of the Partnership to sell the Subscribed Units to the Subscriber and to admit the Subscriber as a limited partner of the Partnership is subject to the following conditions being fulfilled or performed on or before the time of issuance of Subscribed Units, which conditions are for the exclusive benefit of the Partnership and the General Partner and may be waived, in whole or in part, by the General Partner in its sole discretion:

- (a) the Subscriber delivering or causing to be delivered the following, in trust:
  - (i) one fully completed and duly executed copy of this Subscription Agreement, including all relevant Schedules and all other documentation contemplated by this Subscription Agreement;
  - (ii) consideration in cash or in kind or partly in kind (including securities of the Subscriber held on account with the Manager) and if by cash in whole or in part, a certified cheque, wire transfer or bank draft or such other method of payment acceptable to the General Partner, representing the Subscription Price for the Subscribed Units;
- (b) each of the General Partner and the Manager accepting the Subscriber's subscription for the Subscribed Units in whole or in part, which acceptance shall be in its sole discretion, acting reasonably;
- (c) the offer, sale and issuance of the Units being exempt from the prospectus and registration requirements of Applicable Securities Laws (as used in this Subscription Agreement, "**Applicable Securities Laws**" means any and all securities laws including, statutes, rules, regulations, by-laws, policies, guidelines, orders, decisions, rulings and awards, applicable in the jurisdictions in which the Units will be offered, sold and issued);
- (d) the Subscriber executing and returning to the Partnership all relevant documentation required by Applicable Securities Laws in connection with the offer, sale and issuance of the Units to the Subscriber;
- (e) the Partnership obtaining all orders, permits, approvals, waivers, consents, licenses or similar authorizations of Regulators necessary to complete the offer, sale and issuance of the Units (as used in this Subscription Agreement, "**Regulator**" means (i) any governmental or public entity department, court, commission, board, bureau, agency or instrumentality; and (ii) any quasi-governmental, self regulatory or private body exercising any regulatory authority);
- (f) the representations and warranties of the Subscriber having been true and correct as of the date of this Subscription Agreement and being true and correct at the time of issuance of the Subscribed Units; and
- (g) all documentation relating to the subscription hereof shall be in form and substance satisfactory to the General Partner, acting on behalf of the Partnership.

### 5. Certificates for Units

The Subscriber acknowledges that a certificate representing the Subscribed Units will be available. The Subscriber will have his, her or its particulars, including the number of Subscribed Units subscribed for that have been accepted by the General Partner, inscribed in the register of unitholders kept by the General Partner. Such particulars are to be recorded in accordance with the registration instructions set out in Section 19(b) hereof. **The Partnership Agreement contains provisions regarding the procedures and costs involved in replacing lost, mutilated, damaged or destroyed certificates.**

## 6. Acknowledgments of the Subscriber

The Subscriber acknowledges, consents and agrees (on its own behalf and, if applicable, on behalf of any disclosed principal for whom the Subscriber is contracting hereunder (a "**Disclosed Beneficial Subscriber**"), and for greater certainty, any reference to the Subscriber in this Section 6 and in Section 7 below includes any Disclosed Beneficial Subscriber) that:

- (a) **AN INVESTMENT IN THE UNITS IS NOT WITHOUT RISK AND THE SUBSCRIBER (AND ANY DISCLOSED BENEFICIAL SUBSCRIBER) MAY LOSE HIS, HER OR ITS ENTIRE INVESTMENT;**
- (b) the decision to enter into this Subscription Agreement and purchase the Subscribed Units has not been based upon any verbal or written representation as to fact or otherwise made by or on behalf of the General Partner or its affiliates or the Partnership except as set forth in the Subscription Package;
- (c) it has read and fully understands the Subscription Package, including, in particular, the Partnership Agreement, and has had an opportunity to ask and have answered questions with respect to the Partnership;
- (d) the sale and delivery of the Subscribed Units to the Subscriber is conditional upon such sale being exempt from the registration and prospectus filing requirements of Applicable Securities Laws relating to the sale of the Subscribed Units or upon the issuance of such orders, rulings, consents or approvals as may be required to permit such sale without the requirement of obtaining registration or filing a prospectus;
- (e) no prospectus has been filed with any Regulator in connection with the offer, sale and issuance of the Units and no Regulator has made any finding or determination as to the merit for investment in, or made any recommendation or endorsement with respect to, the Units;
- (f) as set forth in the accompanying Schedule B, the Certificate of Exempt Status, the General Partner is required to file a report of trade with all applicable Regulators containing personal information about Subscribers of the Subscribed Units including, as applicable, any Disclosed Beneficial Subscriber;
- (g) the Subscribed Units will be subject to resale restrictions under Applicable Securities Laws and that, since the Partnership is not and has no current intention to become a "reporting issuer", or its equivalent, in any jurisdiction, this could result in a holder of Subscribed Units having to hold such securities for an indefinite period of time if no statutory exemption may be relied upon or if no discretionary order or ruling is obtained in respect of the resale of such securities;
- (h) the Subscriber or (if applicable) others for whom it is contracting hereunder will comply with all relevant securities legislation, rules, regulations and policies concerning any resale of the Subscribed Units and will consult with its legal advisers or counsel to the General Partner and the Partnership with respect to complying with all restrictions applying to any such resale;
- (i) the Subscribed Units shall not be transferred except in accordance with the terms and conditions of the Partnership Agreement;
- (j) no market exists for the Subscribed Units and none is likely to develop;
- (k) it has read the Discussion of Financial Risk Management included in the Subscription Package and has carefully considered the risks described therein;
- (l) the Subscriber acknowledges receipt of the statements of policies attached as Schedule A; and
- (m) there has been no other document provided to the Subscriber, in addition to the Subscription Documents, that purports to describe the business and affairs of the Partnership and appears to have been prepared primarily for delivery to and review by a prospective purchaser so as to assist the prospective purchaser to make an investment decision in respect of the securities being sold.

## 7. Representations, Warranties and Covenants of the Subscriber

The Subscriber hereby represents, warrants, acknowledges and covenants on its own behalf and on behalf of others, if any, for whom it is contracting hereunder, to the General Partner and to the Partnership (which representations, warranties, acknowledgments and covenants shall survive the issuance of the Subscribed Units and continue in full force and effect) that:

- (a) an investment in the Units is not without risk and the Subscriber (and any Disclosed Beneficial Subscriber) may lose his, her or its entire investment;

- (b) the Subscriber (and any Disclosed Beneficial Subscriber) was offered the Subscribed Units in, and is resident in the Canadian province or territory indicated by the Subscriber in its Certificate of Exempt Status (Schedule B);
- (c) the Subscriber (and any Disclosed Beneficial Subscriber) is eligible to purchase the Units pursuant to an exemption from the prospectus and registration requirements of Applicable Securities Laws; and the Subscriber has completed and delivered to the General Partner and the Manager the certificate in Schedule B evidencing the Subscriber's (and any Disclosed Beneficial Subscriber's) status under Applicable Securities Laws and confirms the truth and accuracy of all statements made in such certificate as of the date of this Subscription Agreement and as of the time that the Subscriber is admitted as a limited partner of the Partnership;
- (d) the Subscriber does not act jointly or in concert with any other subscriber for Units for the purposes of the acquisition of the Subscribed Units;
- (e) the Subscriber (and any Disclosed Beneficial Subscriber) will execute and deliver all documentation as may be required by Applicable Securities Laws to permit the purchase of the Subscribed Units on the terms herein set forth;
- (f) in the case of a subscription by the Subscriber for Subscribed Units acting as trustee or as agent (including, for greater certainty, a portfolio manager or comparable adviser) for a disclosed or undisclosed principal, the Subscriber fully manages the accounts of such principal maintained with the Subscriber, is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal, to agree to the terms and conditions herein and therein set out and to make such representations, warranties, acknowledgments and covenants herein and therein contained, all as if such beneficial purchaser was the purchaser named below, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes the legal, valid and binding agreement of, such principal;
- (g) upon execution and delivery by the Subscriber and acceptance by the Partnership, this Subscription Agreement and the Partnership Agreement (when executed by or on behalf of the Subscriber) will each have been duly authorized, executed and delivered by, and will each constitute a legal, valid and binding agreement of, the Subscriber subject to:
  - (i) any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally; and
  - (ii) general principles of equity, including that the granting of equitable remedies is within the discretion of a court of competent jurisdiction;
- (h) if the Subscriber is an individual, the Subscriber has obtained the age of majority and in every case is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (i) it acknowledges the Subscriber's liabilities and obligations under the Partnership Agreement and under this Subscription Agreement, and, in particular, in Section 6 above and the corresponding representations, warranties and indemnities given by it in the Partnership Agreement, and acknowledges that the relevant provisions of the *Income Tax Act* (Canada) (the "**Tax Act**") and related statutes are complex and that it has taken such steps as it considers necessary to ensure that it understands the meaning and effect of such representations, warranties and indemnities including having obtained such legal and tax advice as it considers appropriate in connection with the offer, sale and issuance of the Subscribed Units and the execution, delivery and performance of the Partnership Agreement and this Subscription Agreement and the transactions contemplated thereby; and the Subscriber (and any Disclosed Beneficial Subscriber) is not relying on the General Partner, the Manager, their affiliates or counsel to any of them in this regard;
- (j) the Subscriber has the capacity and competence and, if a corporation, the necessary corporate authority to execute and deliver this Subscription Agreement, the Partnership Agreement and all other agreements, instruments and other documents contemplated hereby or thereby and to take all other actions required by this Subscription Agreement and the Partnership Agreement and has obtained all necessary approvals in connection therewith;
- (k) the Subscriber has read the Subscription Package and is aware of the characteristics of the Subscribed Units and of their speculative nature, as well as of the fact that they cannot be sold or otherwise disposed of except in accordance with the provisions of the Partnership Agreement and Applicable Securities Laws;

- (l) the Subscriber and each beneficial purchaser for whom the Subscriber is acting, if any, is neither a "U.S. person" as defined in Rule 902(o) of Regulation S promulgated under the U.S. Securities Act of 1933, as amended nor purchasing Units for the account or benefit of or for resale to such a U.S. person or any Person in the United States; and no offer of Subscribed Units was made to the Subscriber in the "United States" (as defined in Regulation S under the U.S. Securities Act), the Subscriber is executing this Subscription Agreement outside the United States and the Subscriber has no intention to distribute, either directly or indirectly, any of the Subscribed Units to any person within the United States or to a U.S. person;
- (m) the Subscriber and each beneficial purchaser for whom the Subscriber is acting, if any, is not a "non-resident" of Canada and, if the Subscriber or any such beneficial purchaser is a partnership, is a "Canadian partnership" (in each instance within the meaning of the Tax Act) and is not a person or partnership an interest in which is a "tax shelter investment" for purposes of the Tax Act;
- (n) if the Subscriber or any beneficial purchaser for whom the Subscriber is acting becomes a "non-resident" of Canada or a person or partnership an interest in which is a "tax shelter investment" (in each instance for purposes of the Tax Act), or if any of such persons that is a partnership ceases to be a "Canadian partnership" as defined in the Tax Act, at any time during which the Subscriber or such beneficial purchaser holds or owns any interest in the Partnership (including Units), it shall notify the General Partner immediately; and
- (o) the Subscriber agrees to keep confidential all information provided to the Subscriber relating to the business and affairs of the Partnership and not to distribute or otherwise make available any such information to any other person or otherwise exploit any such information.

The Subscriber acknowledges that, by executing this Subscription Agreement, the Subscriber is making certain representations, warranties and covenants as set out in the Partnership Agreement, including specifically the representations, warranties, covenants and assurances set forth in Sections 2.09(b), 2.10, 2.11, 2.12 and 2.16 of the Partnership Agreement. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Subscriber) that all the foregoing representations and warranties are made with the intent that they may be relied upon by the General Partner, the Partnership, the Manager and their respective counsel in determining the Subscriber's eligibility or (if applicable) the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the Subscribed Units under relevant securities legislation and, in the case of such counsel, to provide any necessary opinions in respect of the sale of the Subscribed Units. The Subscriber further agrees that by agreeing to accept the Subscribed Units on the date that such Subscribed Units are issued, the Subscriber shall be representing and warranting that the foregoing representations and warranties are true as at the date of such issuance. The General Partner, the Partnership and the Manager shall be entitled to rely on the representations and warranties of the undersigned contained in, including incorporated by reference in, this Section 7 and the Subscriber shall indemnify and hold harmless the Partnership and the General Partner for any loss or damage they may suffer as a result of any misrepresentation of the undersigned.

#### **8. Representations and Warranties of the General Partner**

The General Partner represents and warrants to the Subscriber, and acknowledges that the Subscriber is relying upon such representations and warranties in connection with its subscription for Subscribed Units as provided herein, that:

- (a) the Partnership is a limited partnership duly formed under the *Limited Partnerships Act* (Ontario) and has all requisite power, authority and capacity to carry on its business as it is described in the Partnership Agreement and in the Subscription Package;
- (b) the General Partner is a corporation incorporated under the *Business Corporations Act* (Ontario) and has all requisite power, authority and capacity to act as the General Partner of the Partnership. The General Partner is the duly appointed general partner of the Partnership;
- (c) the General Partner has and will have at the time of issuance of the Subscribed Units all requisite power, authority and capacity to execute, deliver and perform the obligations of the Partnership under this Subscription Agreement and the obligations of the General Partner under the Partnership Agreement (on its own behalf and on behalf of the Partnership, as applicable) in compliance with all applicable laws, rules and regulations, and this Subscription Agreement and the Partnership Agreement have been duly authorized, and, at the time of issuance of the Subscribed Units, will have been duly executed and delivered by the General Partner (on its own behalf and on behalf of the Partnership, as applicable) and, assuming due authorization, execution and delivery by the other parties thereto, will be legal, valid and binding obligations of the General Partner and the Partnership, as applicable, enforceable against the General Partner and the Partnership, as applicable, in accordance with their respective terms subject to:

- (i) any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally; and
- (ii) general principles of equity, including that the granting of equitable remedies is within the discretion of a court of competent jurisdiction;
- (d) the Partnership has all requisite power, authority and capacity to create, issue, offer, sell and deliver the Subscribed Units; and
- (e) each of the documents comprising the Subscription Package delivered to the Subscriber is current and complete.

#### **9. Right of Action and Waiver**

The Subscriber, and each beneficial purchaser, if any, for whom the Subscriber is acting, hereby waives and releases the General Partner and the Partnership from, to the fullest extent permitted by law, all rights of withdrawal to which it might otherwise be entitled under Applicable Securities Laws.

#### **10. Power of Attorney**

In addition, and in consideration of the General Partner accepting the subscription of the Subscriber for Units, the Subscriber hereby irrevocably constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead to execute and deliver, for and on its behalf, the Partnership Agreement and any amendments thereto, and expressly ratifies and confirms the powers of attorney given to the General Partner in Section 2.13 of the Partnership Agreement.

The powers of attorney granted herein and in Partnership Agreement are irrevocable and are powers coupled with an interest and have been given for valuable consideration, the receipt and adequacy of which is acknowledged. These powers of attorney and other rights and privileges granted under Section 2.13 of Partnership Agreement are irrevocable, are powers coupled with an interest, shall survive any legal incapacity, dissolution, bankruptcy, liquidation or winding-up of the Subscriber, continue despite the mental incompetence of the Subscriber, shall survive the death or disability of the Subscriber and shall survive the transfer or assignment by the Subscriber of the whole (but only in respect of matters relating to such Person's status as a Limited Partner during the time such Person was a Limited Partner) or any part of the interest of the Subscriber in the Partnership and extend to the heirs, executors, administrators, successors, transferees, assigns and other legal representatives of the Subscriber, and may be exercised by the General Partner on behalf of the Subscriber in executing any instrument by a facsimile signature or by listing the Subscriber and other Limited Partners and executing such instrument with a single signature as attorney and agent for all of them, with the indication that it is acting on behalf of all of the Limited Partners. The Subscriber agrees to be bound by any representations and actions made or taken by the General Partner pursuant to these powers of attorney and hereby waives any and all defenses which may be available to negate or disaffirm the action of the General Partner taken in good faith under these powers of attorney. In accordance with the *Powers of Attorney Act* (Ontario) and *Substitute Decisions Act* (Ontario), and any comparable legislation in effect in the jurisdiction of residence of the Subscriber, the Subscriber declares that these powers of attorney may be exercised during any legal incapacity or mental infirmity on his part. The Subscriber agrees that all acts of the General Partner are ratified and approved and directs that the General Partner will be fully and completely indemnified against all claims, actions and costs that may be incurred by or imposed on it in connection with the exercise of this power of attorney in good faith. The Subscriber authorizes the General Partner to delegate to any other person any power or authority granted hereunder and under Section 2.13 of Partnership Agreement, as may be necessary or desirable in the opinion of the General Partner. Such delegation shall be in writing and may be revoked or suspended at any time by the General Partner.

#### **11. Beneficial Subscribers**

Whether or not explicitly stated in this Subscription Agreement, any acknowledgment, representation, warranty, covenant or agreement made by the Subscriber in this Subscription Agreement, including the Schedules will be treated as if made by the Disclosed Beneficial Subscriber, if any.

#### **12. Disposition in Compliance with Legislation**

The Subscriber agrees that any disposition of Subscribed Units by the Subscriber will only be made in compliance with the provisions of the Partnership Agreement and Applicable Securities Laws.

#### **13. Governing Law**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber, on its own behalf and (if applicable) on

behalf of others for whom it is contracting hereunder, hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement.

**14. Assignment**

This Subscription Agreement is not transferable or assignable by the parties hereto.

**15. Entire Agreement**

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

**16. Time of Essence**

Time shall be of the essence in this Subscription Agreement.

**17. Headings**

The headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Subscription Agreement.

**18. Counterparts**

This Subscription Agreement including the Schedules attached hereto may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

**19. Details of Subscription and Registration**

(a) The Subscriber hereby offers and agrees to purchase Units as set forth below:

Number of Units: \_\_\_\_\_

Price Per Unit: \_\_\_\_\_

Aggregate Subscription Price/ Commitment

(Price per unit x number of Units): \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_

Social Insurance Number

(or Corporation's Business Number): \_\_\_\_\_

Street Address: \_\_\_\_\_

City and Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

(b) Registration of the Subscribed Units should be made as follows (if space is insufficient, attach a list):

Name: \_\_\_\_\_

Account Reference (if applicable): \_\_\_\_\_

Registration Address: \_\_\_\_\_

City and Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**20. Signature of Subscriber**

The Subscriber has executed this Subscription Agreement and Power of Attorney as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness(es) to Signature of Subscriber  
*(If Subscriber is an individual)* (See Note 1 below)

\_\_\_\_\_  
 Name of Subscriber *(Please Type or Print)*

\_\_\_\_\_  
 Signature of First Witness

\_\_\_\_\_  
 Signature of Subscriber *(If an individual)*

\_\_\_\_\_  
 Name of First Witness *(Please Type or Print)*

\_\_\_\_\_  
 Signature of Second Witness

\_\_\_\_\_  
 Name of Second Witness *(Please Type or Print)*

Per: \_\_\_\_\_  
 Authorized Signature *(If a corporation)*

\_\_\_\_\_  
 Name and Title of Authorized Signatory *(Please Type or Print)*

**21. Confirmation and Acceptance**

The above application for subscription for Units is hereby accepted. Each of the General Partner and the Manager hereby confirm that \_\_\_\_\_ Units of the Tera Capital Global Innovation LP have, as of the date noted below, been issued to the Subscriber named above.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TERA CAPITAL G.P. NO. 2 LIMITED**  
 in its capacity as general partner, on behalf of  
**TERA CAPITAL GLOBAL INNOVATION LP**

**TERA CAPITAL CORPORATION**

By: \_\_\_\_\_  
 Howard Sutton  
 President

By: \_\_\_\_\_  
 Howard Sutton  
 President

**Note 1: Each of the witnesses named above, by his/her execution of this Subscription Agreement as a witness, hereby certifies that:**

1. he/she and the other named witness were both present when the Subscription Agreement was executed by the Subscriber and have executed the same in the presence of the undersigned and the other named witnesses on the date shown above;
2. such witness is not a child of the Subscriber or a person whom the Subscriber has demonstrated a settled intention to treat as the Subscriber's child;
3. such witness is not a person whose property is under guardianship or who has a guardian;
4. such witness is not under the age of 18;
5. such witness is not a "spouse" or a "partner" of the Subscriber (as such terms are used in the *Substitute Decisions Act* (Ontario)); and
6. such witness has no reason to believe that the Subscriber is incapable of giving a continuing power of attorney.

**SCHEDULE A**  
**TERA CAPITAL CORPORATION**  
**Statement of Policies Regarding Conflicts of Interest**  
**in Certain Managed Account Transactions**  
**and in respect of Related Issuers and Connected Issuers**

January, 2010

The following is a full and complete statement of the policies of Tera Capital Corporation (“Tera Capital”, “we” or “us”) relating to managed account transactions involving certain “responsible persons” of Tera Capital, and the activities in which Tera Capital is prepared to engage as a portfolio manager in respect of securities of “related issuers” and, in the course of a distribution, “connected issuers” of Tera Capital.

**A. Policies Regarding Managed Account Transactions Involving “Responsible Persons” of Tera Capital**

Securities laws prohibit Tera Capital from knowingly causing an investment portfolio managed by it, including an investment fund for which Tera Capital acts as an adviser, to purchase a security of an issuer in which a “responsible person” or an associate of a responsible person is a partner, officer or director, unless (i) this fact is disclosed to the client, and (ii) the written consent of the client to the purchase is obtained before the purchase.

For these purposes, a “responsible person” includes

- (a) a partner, director or officer of Tera Capital, and
- (b) an employee, agent or affiliate (or a partner, director, officer, employee or agent of an affiliate) of Tera Capital if that person has access to, or participates in formulating, an investment decision made on behalf of a client of Tera Capital or advice to be given to a client of Tera Capital.

Currently, the only “responsible person” of Tera Capital is Howard Sutton, who is the President, portfolio manager, sole director and majority shareholder of Tera Capital.

No investment funds (“Tera Funds”) managed by Tera Capital may purchase a security of an issuer in which a responsible person of Tera Capital or an associate of such a responsible person is a partner, officer or director, except where all of the following circumstances apply:

- (i) Tera Capital identifies an early-stage operating company in any industry (the “Specified Issuer”) which it believes has significant growth prospects and which it believes would constitute a beneficial investment for the portfolio of one or more Tera Funds;
- (ii) Howard Sutton is the only responsible person of Tera Capital who is a partner, officer or director of the Specified Issuer;
- (iii) either the Specified Issuer is not a reporting issuer in any jurisdiction, or the Specified Issuer is a reporting issuer and Howard Sutton first became a partner, officer or director (as the case may be) of the Specified Issuer before the Specified Issuer became a reporting issuer; and
- (iv) Tera Capital determines in good faith that its investment in the Specified Issuer, while Howard Sutton serves on the board of directors of the Specified Issuer, is in the best interests of the Fund and its unitholders.

Where all of the foregoing circumstances apply, Tera Capital may make an investment in the Specified Issuer without requiring the client’s consent to that specific investment.

**B. Policies Regarding “Related Issuers” and “Connected Issuers”**

In this section:

- (i) We refer to a party as a “related issuer” of Tera Capital if, through the ownership of or direction or control over voting securities, we exercise a controlling influence over that party or that party exercises a controlling influence over us.
- (ii) We refer to a party as a “connected issuer” of Tera Capital if the issuer, or a related issuer of the issuer, has a relationship with any of the following persons or companies that may lead a reasonable prospective purchaser of the securities to question if Tera Capital and the issuer are independent of each other for the distribution: (i) Tera Capital, (ii) a related issuer of Tera Capital, (iii) a director, officer or partner of Tera Capital, or (iv) a director, officer or partner of a related issuer of Tera Capital.

It is the policy of Tera Capital that, subject always to compliance with the provisions from time to time of applicable securities and corporate legislation, regulations and policies and to the terms of its registration as a portfolio manager and exempt market dealer under securities law, Tera Capital is prepared to engage in the following activities in respect of securities of its related issuers and, in the course of a distribution, in respect of securities of its connected issuers (a current list of our related issuers and connected issuers is set out below):

- (a) As a registered portfolio manager, we may, in appropriate circumstances,
  - (i) recommend investment by a client in units of any of the Tera Funds; and
  - (ii) to the extent that we are authorized in writing by a client to trade in securities for the client's account on a fully discretionary basis without requiring the client's express consent to a transaction, we may invest the client's funds in securities of the Tera Funds.
- (b) As a registered exempt market dealer (and deemed underwriter), Tera Capital offers units of the Tera Funds on a prospectus-exempt basis to investors in all provinces and territories of Canada. No commission or sales charge is charged by Tera Capital to a purchaser in respect of an investment in units of the Tera Funds. The compensation of Tera Capital under such circumstances is limited to the management fee (including any applicable performance fees) received by it for managing the Tera Funds.

The following table sets out certain issuers that may be considered "related issuers" or, in the course of a distribution, "connected issuers" of Tera Capital.

Name of Issuer	Nature of Relationship to Tera Capital
Tera Balanced Small Cap Fund	Tera Balanced Small Cap Fund is an open-end mutual fund trust created under the laws of Ontario. It is not a reporting issuer. Tera Capital is the trustee, and the co-manager (together with Leon Frazer & Associates Inc.), of Tera Balanced Small Cap Fund, and may also act as a distributor of securities of Tera Balanced Small Cap Fund.
Tera High Income Fund	Tera High Income Fund is an open-end mutual fund trust created under the laws of Ontario. It is not a reporting issuer. Tera Capital is the trustee, and the co-manager (together with Leon Frazer & Associates Inc.), of Tera High Income Fund, and may also act as a distributor of securities of Tera High Income Fund.
Tera Capital Global Innovation LP	Tera Capital Global Innovation LP is a limited partnership formed under the laws of Ontario. It is not a reporting issuer. The general partner of Tera Capital Global Innovation LP is Tera Capital G.P. No. 2 Limited, which is a corporation incorporated under the laws of Ontario. Howard Sutton is the sole director, officer and shareholder of both Tera Capital and Tera Capital G.P. No. 2 Limited. Tera Capital is the manager of Tera Capital Global Innovation LP, and may also act as a distributor of securities of Tera Capital Global Innovation LP.

If you require further information concerning the relationship between Tera Capital and any issuer, please contact us.

Copies of, or revisions or amendments to, this Statement of Policies will be provided to each client in accordance with applicable law.

**Tera Capital Corporation**  
**Policies and Procedures Designed to Ensure Fairness**  
**in the Allocation of Investment Opportunities**

**January 2010**

**Tera Capital Corporation (“Tera Capital”) is required by law to maintain standards directed to ensuring fairness in the allocation of investment opportunities among its clients and to furnish a copy of its established policies to each client and to file it with the appropriate regulatory authority.**

**It is the policy of Tera Capital to act fairly and impartially in the allocation of investment opportunities and order execution among client accounts that it manages. Occasions may arise when the quantity of securities in demand or supply at a particular price is insufficient to satisfy the requirements, based on concurrent decisions, of every such account. The principal determinant used by Tera Capital in allocating investment opportunities among its clients is the suitability of a purchase or sale as determined by the unique circumstances and needs of each client as set out in the statements of objectives and investment policy established for the clients’ accounts, as revised from time to time. Tera Capital’s policy is that no single account or type of account will receive preference in the allocation of investment opportunities.**

**When orders for more than one account are entered as a combined order, and transactions are executed at varying prices, Tera Capital will endeavour to treat all clients on a basis that is fair and reasonable in view of the nature of the particular transaction and the transaction costs. This may include calculating a weighted average execution price to be attributed to all accounts having orders included in the combined order.**

**Tera Capital will endeavour to ensure that orders and modifications or cancellations of orders are recorded and time-stamped.**

**When orders for more than one account are entered as a combined order and less than the total order is executed as a block, Tera Capital will generally attempt to make pro-rata allocations on the basis of order size. Tera Capital will also take into consideration the proportion of each client’s portfolio that the security represents, the weight of the industry or security type in the portfolio and the cash reserve position in the portfolio.**

**When orders for more than one account are entered as a combined order and the transactions are all executed at the same price, each client account will be given the same execution price. Subject to market conditions and stock exchange procedures, Tera Capital will use its best efforts to ensure that orders are processed and executed on a first-in, first-out basis.**

**In circumstances where Tera Capital considers a purchase of securities in an initial public offering to be appropriate for its clients, Tera Capital will allocate such securities to those accounts for which Tera Capital deems the initial public offering appropriate, on a pro-rata basis, subject to consideration of the proportion of each client’s portfolio that the security represents, the weight of the industry or security type in the portfolio and the cash reserve position in the portfolio.**

**Tera Capital has no strategic or tied relationship with any investment dealer. Client assets are either lodged with an independent custodian approved by Tera Capital, or with an investment dealer selected by the client. When a client elects to have its assets lodged with an investment dealer selected by the client through whom trades must be executed, the client must acknowledge that trades for its account may be on terms less favourable than similar trades effected for other clients. Where clients’ accounts are lodged with a custodian that provides trading services, Tera Capital may place trades for those clients through the custodian’s trading services.**

**No securities will be traded for the account of any associate or affiliate of Tera Capital until all similar trades for client accounts’ positions are completed. It is the policy of Tera Capital that no officer, director or employee shall purchase a security for his or her own account at the same time as Tera Capital is selling or recommending the sale of the same security for its clients, or vice-versa.**

**The foregoing policies and procedures will be revised from time to time in keeping with changes in regulatory requirements and industry practices. In the event of any such revision, Tera Capital will, as required, furnish a copy of the revised policies to each client and file it with appropriate regulatory authorities.**

## SCHEDULE B

### CERTIFICATE OF EXEMPT STATUS

**TO: Tera Capital Global Innovation LP (the "Partnership")  
Tera Capital G.P. No. 2 Limited, as General Partner of the Partnership  
Tera Capital Corporation, as Manager of the Partnership**

**RE: Subscription for Subscribed Units**

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The Subscriber represents, covenants and certifies that it (or if applicable, the disclosed principal):

- (a) is purchasing the Subscribed Units as principal;
- (b) is resident in or is subject to the laws of the Canadian Province or Territory of \_\_\_\_\_
- (c) has not been created or used solely to purchase or hold securities as an "accredited investor" as defined in National Instrument 45-106 Prospectus and Registration Exemptions (the "*Instrument*") or in reliance upon the exemption contained in Section 2.10 [Minimum Investment Amount] of the Instrument;

and either (check one):

- is an "accredited investor" (as defined in the Instrument) by virtue of satisfying the indicated criterion on Appendix "1" to this certificate; [please check and initial the appropriate box on Appendix "1"]  
**OR**
- has an aggregate acquisition cost in respect of the Subscribed Units of not less than \$150,000 paid in cash at the time of the trade;  
**OR**
- initially acquired Subscribed Units as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of the trade and currently holds Subscribed Units that have (i) an acquisition cost of not less than \$150,000 or (ii) a net asset value of not less than \$150,000.

### **Important Information Regarding the Collection of Personal Information**

The General Partner is required to file a report of trade with all applicable securities regulatory authorities containing personal information about the Subscriber and, if applicable, any Disclosed Beneficial Subscriber of the Subscribed Units. The Subscriber acknowledges that it has been notified by the General Partner:

- (i) of such delivery of a report of trade containing the full name, residential address and telephone number of each Subscriber or Disclosed Beneficial Subscriber, the number and type of securities purchased, the total Subscription Price paid for such securities, the date of the purchase and the prospectus and registration exemption relied upon under applicable securities laws to complete such purchase;
- (ii) that this information is collected indirectly by the applicable provincial securities regulatory authority or regulator in the relevant jurisdiction under the authority granted to it under, and for the purposes of the administration and enforcement of, the securities legislation; and
- (iii) in Ontario, that the Subscriber may contact the Administrative Support Clerk to the Director of Corporate Finance at Suite 1903, Box 5520 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone at (416) 593-8314 for more information regarding the indirect collection of such information by the Ontario Securities Commission.

**By completing this certificate, the Subscriber authorizes the indirect collection of this information by each applicable securities regulatory authority or regulator and acknowledges that such information is made available to the public under applicable securities legislation.**

**CERTIFIED** at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Subscriber (*Please Type or Print*)

\_\_\_\_\_  
Signature of Subscriber (*If an individual*)

Per: \_\_\_\_\_  
Authorized Signature (*If a corporation*)

\_\_\_\_\_  
Name and Title of Authorized Signatory (*Please Type or Print*)

**APPENDIX "1"**  
**(to SCHEDULE B)**

**CERTIFICATION AS TO ACCREDITED INVESTOR STATUS**

(All underlined words have the meanings set forth at the end of this Appendix "1".)

The Subscriber hereby certifies to the Partnership, the General Partner and the Manager that the Subscriber is:

Please check and initial the appropriate box

- (a) a Canadian financial institution, or a Schedule III bank,
- (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, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador), or a person registered solely as an exempt market dealer under National Instrument 31-103 and the securities legislation of a jurisdiction of Canada,
- (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
- (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada,
- (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,
- (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,
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,
- (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] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that

- (q) a person acting on behalf of a fully managed account managed by that person, if that person
  - (i) 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, and
  - (ii) in Ontario, is purchasing a security that is not a security of an investment fund.
- (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, or
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

**AS USED IN THIS APPENDIX 1 TO SCHEDULE B, THE FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS:**

**"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;

**"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;

**"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) an officer of the issuer or any of its subsidiaries and who performs 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 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;

**"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.

### **Interpretation**

In this Appendix 1 to Schedule B, a person (first person) is considered to control another person (second person) if

- (a) the first person, directly or indirectly, beneficially owns or 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.