

THE ISSUER IS NOT A REPORTING ISSUER OR THE EQUIVALENT IN ANY JURISDICTION AND ITS SECURITIES ARE NOT LISTED OR QUOTED ON ANY EXCHANGE OR OTHER MARKET.

ALBERT LABS INC.
(the “**Issuer**”)

SUBSCRIPTION AGREEMENT
Subscription Receipts @ \$0.25 per Subscription Receipt

The Issuer is offering, on a brokered “*best efforts*” private placement basis, up to 16,000,000 subscription receipts (each, a “**Subscription Receipt**”) at a price of **\$0.25 per Subscription Receipt** to raise aggregate gross proceeds of up to \$4,000,000 (the “**Offering**”) pursuant to an agency agreement (the “**Agency Agreement**”) to be entered into between the Issuer and the Agent (as defined herein), subject to an over-allotment option by the Agent as set out in Section 2.1 of Schedule “A” attached hereto.

Each Subscription Receipt will entitle the holder thereof to receive, without payment of additional consideration or further action on the part of the holder thereof, one Common Share (as defined herein) of the Issuer (each an “**Underlying Share**”) upon the satisfaction or waiver (to the extent such waiver is permitted) of the Conversion Condition (as defined herein) at or before the Outside Date (as defined herein).

The Subscription Receipts will be offered pursuant to exemptions from the registration and prospectus requirements of applicable securities legislation. The undersigned, on its own behalf and, if applicable, on behalf of a Disclosed Principal (as defined herein) for whom it is acting hereunder (the “**Subscriber**”) agrees to be bound by the terms and conditions set forth in the attached Schedule “A” including without limitation the terms, representations, warranties, covenants, certifications and acknowledgements set forth in the applicable schedules and forms attached hereto. The Subscriber further agrees, without limitation, that the Issuer and the Agent may rely upon the Subscriber’s representations, warranties, covenants, certifications and acknowledgements contained in such documents. **The Subscriber must be purchasing as principal, on behalf of a Disclosed Principal or deemed under Applicable Securities Laws (as defined herein) to be purchasing as principal.**

The Subscriber acknowledges that the Issuer is not a reporting issuer in any jurisdiction of Canada, and the Common Shares of the Issuer are not listed for trading on any stock exchange. There can be no assurance that the Issuer will ever become a reporting issuer in a jurisdiction of Canada or that the Underlying Shares will ever be listed and posted for trading on any stock exchange. In the event the Underlying Shares are listed and posted for trading on a stock exchange in Canada, they will be subject to additional restrictions on resale prescribed by this Subscription (as defined herein).

INSTRUCTIONS FOR COMPLETING THIS SUBSCRIPTION PRIOR TO DELIVERY TO THE AGENT

1. The Subscriber **must complete the information required on pages 3 and 4** with respect to Subscription amounts, subscriber details, and alternate registration and delivery particulars (if applicable).
2. The Subscriber must complete the applicable forms (the “**Forms**”) at the end of Schedule “B”:
 - (a) All Subscribers except U.S. Purchasers (as defined below) **must complete and execute Form 1 – “Certificate for Exemption”**, indicating their exemption from the prospectus requirements of applicable securities legislation in Canada.
 - (b) All Subscribers who are individuals AND subscribing pursuant to section (j), (k) or (l) of the definition of “accredited investor” in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) must complete and execute **Form 1, Schedule 1 – “Form 45-106F9: Form for Individual Accredited Investors”**.
 - (c) All Subscribers who are resident in Ontario and subscribing pursuant to the Friends, Family and Business Associates exemption in NI 45-106 must complete and execute **Form 1, Schedule 2 - “Form 45-106F12: Risk Acknowledgment Form for Family, Friend and Business Associate Investors”**.

(d) All Subscribers who are resident in Saskatchewan and subscribing pursuant to the Friends, Family and Business Associates exemption in NI45-106 must complete and execute **Form 1, Schedule 3 – “Risk Acknowledgement – Saskatchewan Close Personal Friends and Business Associates”**.

(e) All U.S. Purchasers *must complete* and execute **Form 2– “U.S. Purchaser Certificate”**, including Appendix A thereto, indicating their exemption from the registration requirements of the U.S. Securities Act (as defined below).

3. Return a completed and executed copy of this Subscription, together with all applicable Forms, no later than 4:00 p.m. (Vancouver time) on the day which is two business days prior to the Closing Date (as defined herein) to:

Name & Title: Jovan Stupar, Managing Director
Issuer Name: Research Capital Corporation
Address: #1920 – 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9
Email Address: jstupar@researchcapital.com

4. Payment for the total Subscription Amount of the Subscription Receipts subscribed for should be made at the time the completed and executed copy of this Subscription is returned and, in any event, not later than on the day which is two business days prior to the Closing Date, by way of a certified cheque, money order or bank draft made payable to **“Research Capital Corporation”**.

TO: ALBERT LABS INC.

AND TO: RESEARCH CAPITAL CORPORATION

1. The Subscriber irrevocably subscribes for and agrees to purchase from the Issuer the following securities:

Number of Subscription Receipts at **\$0.25** each: _____

Total Subscription price: \$ _____
(the "**Subscription Amount**")

2. The Subscriber, the Agent and the Issuer agree that the Offering of the Subscription Receipts shall be on the terms and conditions specified in Schedules "A", "B" and "C" hereto. The Subscriber hereby makes the representations, warranties, acknowledgments and agreements set out in Schedules "A", "B" and "C" hereto and in all applicable Forms, and acknowledges and agrees that the Issuer, the Agent and their respective counsel will and can rely on such representations, warranties, acknowledgments and agreements should this Subscription be accepted.

3. Identity of and execution by Subscriber:

BOX A: SUBSCRIBER INFORMATION AND EXECUTION			

(name of subscriber)			

(address – include city, province and postal code)			
_____	_____	X	_____
(telephone number)	(email address)	(signature of subscriber/authorized signatory)	

			(if applicable, print name of signatory and office)

Execution hereof by the Subscriber shall constitute an offer and agreement to subscribe for the Subscription Receipts set out in Item 1 above pursuant to the provisions of Item 2 above, and acceptance by the Issuer shall effect a legal, valid and binding agreement among the Issuer, the Agent and the Subscriber. This Subscription may be executed and delivered by facsimile or other electronic transmission and shall be deemed to bear the date of acceptance below.

4. If the Subscription Receipts are to be registered other than as set out in Box A, the Subscriber directs the Issuer to register and deliver the Subscription Receipts as follows:

BOX B: ALTERNATE REGISTRATION INSTRUCTIONS	

(name of registered holder)	

(address of registered holder – include city, province and postal code)	

(registered holder: contact name, contact telephone number and contact email address)	

5. If the Subscription Receipts are to be delivered other than as set out in Box A (or if completed, Box B):

BOX C: ALTERNATE DELIVERY INSTRUCTIONS	

(name of recipient)	

(address of recipient – include city, province and postal code)	

(recipient: contact name, contact telephone number and contact email address)	

6. If the Subscriber is purchasing as agent for a principal, and is not a trust company or trust corporation purchasing as trustee or agent for accounts fully managed by it or is not a person acting on behalf of an account fully managed by it (and in each such case satisfying the criteria set forth in NI 45-106), complete Box D below and provide as a separate attachment all applicable Forms on behalf of such principal (a “**Disclosed Principal**”):

<p>BOX D: IDENTIFICATION OF PRINCIPAL</p> <hr/> <p>(name of Disclosed Principal)</p> <hr/> <p>(address of Disclosed Principal – include city, province and postal code)</p> <hr/> <p>(Disclosed Principal: contact name, contact telephone number and contact email address)</p>

<p style="text-align: center;"><u>ADDITIONAL SUBSCRIBER INFORMATION – MUST BE COMPLETED</u></p> <p>The Subscriber holds, directly or indirectly, or exercises control over, the following securities of the Issuer (prior to the Offering):</p> <hr/> <p>The Subscriber (circle one) is or is not a Registrant (as defined herein).</p> <p>The Subscriber (circle one) is or is not an Insider (as defined herein) of the Issuer.</p>
--

[Signature page to follow]

SCHEDULE A
TERMS AND CONDITIONS OF SUBSCRIPTION FOR SUBSCRIPTION RECEIPTS

1. Interpretation

1.1 Unless the context otherwise requires, reference in this Subscription to:

- (a) “**Agency Agreement**” means the agency agreement to be dated as of the Closing Date to be entered into between the Issuer and the Agent;
- (b) “**Agent**” means Research Capital Corporation;
- (c) “**Agent’s Commission**” has the meaning ascribed to such term in the Term Sheet;
- (d) “**Agent’s Compensation Options**” has the meaning ascribed to such term in Term Sheet;
- (e) “**Agent’s Expenses**” has the meaning ascribed to such term in the Term Sheet;
- (f) “**Applicable Securities Laws**” means the Securities Act or analogous legislation of the Selling Jurisdictions and all rules, regulations, policies, orders, notices and other instruments incidental thereto;
- (g) “**Closing**” has the meaning set forth in Section 4.1 of this Schedule “A”; and, if the purchase and sale occurs in two or more tranches, the “**Closing**” for purposes of any particular Subscription Receipt shall be the completion of the purchase and sale of that particular Subscription Receipt;
- (h) “**Closing Date**” has the meaning set forth in Section 4.1 of this Schedule “A”;
- (i) “**Closing Time**” has the meaning set forth in Section 4.1 of this Schedule “A”;
- (j) “**Common Shares**” means common shares in the capital of the Issuer;
- (k) “**Conversion Condition**” has the meaning ascribed to such term in the Term Sheet;
- (l) “**Escrowed Funds**” has the meaning ascribed to such term in the Term Sheet;
- (m) “**Exchange**” means any of the Toronto Stock Exchange, the TSX Venture Exchange, or the Canadian Securities Exchange;
- (n) “**Exemptions**” has the meaning set forth in Section 3.1 of this Schedule “A”;
- (o) “**Going Public Transaction**” mean (i) a listing of the Common Shares on any Exchange; (ii) the acquisition of the Issuer by an existing company listed on any Exchange, such that the resulting effect is that holders of the Common Shares receive shares in the capital of the resulting public company; (iii) the assignment or transfer of substantially all of the assets or undertaking of the Issuer to an existing company listed on any Exchange; or (iv) any other type of transaction whatsoever which results in the current holders of the Common Shares receiving shares of a company listed on the Exchange in exchange for their existing shares;
- (p) “**Insider**” means (a) a director or senior officer of the Issuer (or a subsidiary of the Issuer), (b) any Person who beneficially owns, directly or indirectly, voting securities of the Issuer or who exercises control or direction over voting securities of the Issuer or a combination of both carrying more than 10% of the voting rights attached to all voting securities of the Issuer for the time being outstanding, or (c) a director or senior officer of an Insider of the Issuer;
- (q) “**NI 45-102**” and “**NI 45-106**” refer to National Instrument 45-102 and National Instrument 45-106, respectively, of the Canadian Securities Administrators;
- (r) “**Offering**” has the meaning set forth in Section 2.1 of this Schedule “A”;

- (s) “**Outside Date**” has the meaning ascribed to such term in the Term Sheet;
 - (t) “**Registrant**” means a dealer, adviser, investment fund manager, an ultimate designated person or chief compliance officer as those terms are used pursuant to Applicable Securities Laws, or a person registered or otherwise required to be registered under the Applicable Securities Laws;
 - (u) “**Securities**” means, collectively, the Subscription Receipts and the Underlying Shares;
 - (v) “**Selling Jurisdictions**” means the all the provinces of in Canada excluding Quebec and such other jurisdictions as mutually agreed by the Issuer and the Agent;
 - (w) “**Subscription**” or “**Subscription Agreement**” means this subscription agreement and includes all schedules and Forms hereto;
 - (x) “**Subscription Amount**” has the meaning ascribed to such term on page 2 of this Subscription Agreement;
 - (y) “**Subscription Receipt Agent**” has the meaning ascribed to such term in Section 2.2;
 - (z) “**Subscription Receipt Agreement**” has the meaning ascribed to such term in Section 2.2;
 - (aa) “**Subscription Receipts**” has the meaning ascribed thereto on the face page of this Subscription;
 - (bb) “**Term Sheet**” means the term sheet delivered to potential purchasers of Subscription Receipts, a copy of which is attached hereto in Schedule “C”;
 - (cc) “**Underlying Share**” has the meaning ascribed thereto on the face page of this Subscription Agreement;
 - (dd) “**U.S. Person**” means a (a) U.S. Person as that term is defined in Rule 902(o) of Regulation S (“**Regulation S**”) promulgated under the U.S. Securities Act, (b) any person purchasing securities on behalf or for the account or benefit of any “U.S. Person” or any person in the United States, (c) any person that receives or received an offer of the securities while in the United States, (d) any person that is in the United States at the time the purchaser’s buy order was made or this Subscription was executed or delivered. “U.S. person” includes but is not limited to (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any partnership or corporation organized outside the United States by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; (iv) any estate or trust of which any executor or administrator or trustee is a U.S. person;
 - (ee) “**U.S. Purchaser**” means a (a) Subscriber that is in the United States or a U.S. Person, (b) any Subscriber purchasing Securities on behalf or for the account or benefit of any U.S. Person or any person in the United States, (c) any Subscriber that receives or received an offer of the Subscription Receipts while in the United States, (d) any Subscriber that is in the United States at the time the Subscriber’s buy order was made or this Subscription Agreement was executed or delivered; and
 - (ff) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended; and
 - (gg) “**United States**” or “**U.S.**” means the United States of America, its territories, any State of the United States and the District of Columbia.
- 1.2 Unless otherwise specified, all dollar amounts in this Subscription Agreement and the Forms, including the symbol “\$”, are expressed in Canadian dollars.
- 1.3 References imputing the singular shall include the plural and vice versa; references imputing individuals shall include corporations, partnerships, societies, associations, trusts and other artificial constructs and vice versa; and references imputing gender shall include the opposite gender.
- 1.4 The division of this Subscription Agreement into Forms, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this

Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause, Form or Schedule are to the applicable article, section, subsection, paragraph, clause, Form or schedule of this Subscription Agreement.

2. Description of Offering and Securities

- 2.1 The Issuer is offering, on a brokered “best efforts” private placement basis (the “**Offering**”), up to 16,000,000 Subscription Receipts at a price of \$0.25 per Subscription Receipt to raise aggregate gross proceeds of up to \$4,000,000 pursuant to the Agency Agreement. The Agent shall have an over-allotment option to increase the size of the Offering by up to an additional 2,400,000 Subscription Receipts for gross proceeds of up to an additional \$600,000. Each Subscription Receipt will entitle the holder thereof to receive, without payment of additional consideration or further action on the part of the holder thereof, one Underlying Share upon the satisfaction or waiver (to the extent such waiver is permitted) of the Conversion Condition at or before the Outside Date (as defined herein).
- 2.2 The Subscription Receipts shall be created and issued pursuant to a subscription receipt agreement to be entered into on the Closing Date (the “**Subscription Receipt Agreement**”) among the Issuer, the Agent and a licensed Canadian trust company or other escrow agent (the “**Subscription Receipt Agent**”) as may be acceptable to the Issuer and the Agent, acting reasonably. The specific attributes of the Subscription Receipts will be set forth in the Subscription Receipt Agreement, which provides, among other things, that each Subscription Receipt will entitle the holder thereof to receive, without any further action on the part of the holder and for no additional consideration, one Underlying Share in accordance with the terms and conditions of the Subscription Receipts, which are summarized in the Term Sheet, and subject to any adjustments in accordance with the Subscription Receipt Agreement. The Subscriber agrees to be bound by the terms and conditions set forth in this Subscription Agreement including without limitation the terms, representations, warranties, covenants, certifications and acknowledgements set forth in the applicable schedules and Forms attached hereto. The Subscriber further agrees, without limitation, that the Issuer and the Agent may rely upon the Subscriber’s representations, warranties, covenants, certifications and acknowledgements contained in such documents.

The Subscription Receipt Agreement will provide that, at Closing, the Escrowed Funds will be delivered to the Subscription Receipt Agent, to be held in escrow pursuant to the terms of the Subscription Receipt Agreement. The Escrowed Funds will be held in escrow on behalf of such Subscribers by the Subscription Receipt Agent and invested in an interest bearing account, short-term obligations of, or guaranteed by, the Government of Canada or any other investments that may be approved by the Agent pending the Conversion Condition being satisfied or waived (to the extent such waiver is permitted). The Escrowed Funds (less allowable deductions pursuant to the Agency Agreement) will be released to the Issuer upon satisfaction or waiver (to the extent such waiver is permitted) of the Conversion Condition at or before the Outside Date, at which time each Subscription Receipt shall automatically be converted, without payment of any additional consideration or any further action by the holder thereby, into one Underlying Share. In the event that (i) the Conversion Condition not satisfied or waived (to the extent permitted) at or before the Outside Date; or (ii) prior to the Outside Date, the Issuer advises the Agent and announces to the public that it does not intend to satisfy the Conversion Condition, the Escrowed Funds (plus accrued interest earned thereon) shall be returned to the holders of the Subscription Receipts on a pro rata basis and the Subscription Receipts will be cancelled without any further action on the part of the holders. To the extent that the Escrowed Funds (plus accrued interest) are not sufficient to refund the aggregate Subscription Amount paid by the holders of the Subscription Receipts, the Issuer will be solely responsible and liable to contribute such amounts as are necessary to satisfy any shortfall.

The description in this Section 2.2 and in the Term Sheet of the Subscription Receipts (and Underlying Shares) is a summary only and is subject to the detailed provisions of the Subscription Receipt Agreement pursuant to which the Subscription Receipts will be issued. In the event of any inconsistency between the provisions hereof and the provisions of the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement will prevail and take precedence.

- 2.3 There can be no guarantees that the Issuer will raise sufficient funds to meet its present or future objectives.
- 2.4 The Subscriber irrevocably authorizes the Agent, in its discretion, to act as the Subscriber’s representative at the Closing, and hereby appoints the Agent, with full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber’s place and stead:

- (a) to receive certificates representing the Subscription Receipts, to execute in the Subscriber's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Subscriber, including this Subscription and the schedules and Forms hereto, in connection with the subscription for the Subscriber's Subscription Receipts and to exercise any rights of termination contained in the Agency Agreement;
- (b) to extend such time periods and to waive, in whole or in part, any non-material representations, warranties, covenants, conditions or other terms for the Subscriber's benefit contained in this Subscription Agreement, the Agency Agreement or any ancillary or related document, including, without limitation, extending the Outside Date;
- (c) to terminate, prior to Closing, this Subscription if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Agent in its sole discretion may determine, acting reasonably; and
- (d) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement and any ancillary or related documents in connection with the Offering.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Subscriber. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. Any person dealing with the Agent may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Agent pursuant to this power of attorney is authorized and binding on the Subscriber, without further inquiry. The Subscriber agrees to be bound by any representations or actions made or taken by the Agent pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Agent taken in good faith under this power of attorney relating to the Offering.

3. Eligibility and Subscription Procedure

- 3.1 The Offering is being made pursuant to exemptions (the "**Exemptions**") from the registration and prospectus requirements of Applicable Securities Laws. The Subscriber acknowledges and agrees that the Issuer, the Agent and their respective counsel will and can rely on the representations, warranties, acknowledgments and agreements of the Subscriber contained in this Subscription and otherwise provided by the Subscriber to the Issuer and the Agent to determine the availability of Exemptions should this Subscription be accepted.
- 3.2 The Offering is not, and under no circumstances is to be construed as, a public offering of the Securities. The Offering is not being made, and this Subscription does not constitute, an offer to sell or the solicitation of an offer to buy the Securities in any jurisdiction where, or to any person to whom, it is unlawful to make such offer or solicitation.
- 3.3 Subscribers must duly complete and execute this Subscription together with all applicable Forms hereto (**please see the Instructions listed on the face page hereof**) and return them to the Agent with payment for the total Subscription Amount for the subscribed Subscription Receipts by way of a certified cheque, money order or bank draft made payable to "**Research Capital Corporation**", as further described in Section 4.4 of this Schedule "A".
- 3.4 Subscriptions are irrevocable.
- 3.5 A Subscription will only be effective upon its acceptance by the Issuer. Subscriptions will only be accepted if the Issuer is satisfied that, and will be subject to a condition for the benefit of the Issuer that, the Offering can lawfully be made in the jurisdiction of residence of the Subscriber pursuant to an available Exemption and that all other Applicable Securities Laws have been and will be complied with in connection with the proposed distribution. The Issuer reserves the right to accept this Subscription in whole or in part.
- 3.6 No offering memorandum or other disclosure document has been prepared or will be delivered to the Subscriber in connection with the Offering, and the Subscriber hereby expressly acknowledges and confirms that it has not received, and has no need for, any disclosure document in connection with the Offering.

4. Closing Procedure

- 4.1 Delivery and sale of the Subscription Receipts and payment of the Subscription Amount will be completed (the “**Closing**”) via electronic exchange or at the offices of the Issuer’s counsel, Sangra Moller LLP, in Vancouver, British Columbia at such time (the “**Closing Time**”) on such date (the “**Closing Date**”) as the Issuer and the Agent may mutually determine, and the delivery of certificates representing the Subscription Receipts shall be made in Vancouver, British Columbia. If, by the Closing Time, the terms and conditions contained in this Subscription Agreement and the Agency Agreement have been complied with to the satisfaction of the Issuer and the Agent or waived by the Issuer and the Agent, the Agent shall deliver all completed Subscription Agreements, which shall be countersigned by the Issuer, and such other documentation as may be required pursuant to this Subscription Agreement and the Agency Agreement to the Issuer and the aggregate Subscription Amount for Subscription Receipts has been paid in accordance with the terms hereof, the Issuer shall deliver to the Agent (i) certificates representing the Subscription Receipts; and (ii) such other documentation as may be required pursuant to this Subscription Agreement and the Agency Agreement.
- 4.2 If, prior to the Closing Time, the terms and conditions contained in this Subscription (other than evidence of issue of the Subscription Receipts) and the Agency Agreement have not been complied with to the satisfaction of the Agent or the Issuer, or waived by the Agent or the Issuer, as applicable, the Agent, the Issuer and the Subscriber will have no further obligations under this Subscription.
- 4.3 In the event that the purchase and sale of the Subscription Receipts contemplated by this Subscription and the Agency Agreement are not otherwise completed or only completed in part, the Issuer shall, as the case may be, immediately return this Subscription and the total Subscription Amount for the subscribed Subscription Receipts or return the part of the Subscription Amount representing the number of Subscription Receipts in respect of which this Subscription was not completed, all without interest or deduction.
- 4.4 The Subscriber, on its own behalf and on behalf of any Disclosed Principal for whom the Subscriber is contracting under this Subscription, acknowledges and agrees that the Issuer and the Agent are relying on the truth and accuracy of the representations, warranties, acknowledgments and agreements of the Subscriber contained in this Subscription as of the date of this Subscription, and as of the Closing Time as if made at and as of the Closing Time, and that completion of the transactions contemplated by this Subscription are subject to fulfillment of the following additional conditions prior to the Closing Time:
- (a) at or prior to 4:00 p.m. (Vancouver time) on the day which is at least two business days prior to the Closing Date:
 - (i) the Subscriber having made payment arrangements for the Subscription Amount in a manner acceptable to the Agent;
 - (ii) the Subscriber having properly completed, signed and delivered this Subscription Agreement (including all applicable schedules and Forms attached hereto) to:

Name & Title: Jovan Stupar, Managing Director
Issuer Name: Research Capital Corporation
Address: #1920 – 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9
Email Address: jstupar@researchcapital.com
(please see the Instructions listed on the face page hereof);
 - (b) the Subscriber having executed and returned to the Issuer, at the Issuer’s request, all other documents as may be required by the Applicable Securities Laws or any other laws for delivery by the Issuer on behalf of the Subscriber;
 - (c) the Issuer having obtained all necessary approvals and consents, including any necessary regulatory approvals, in respect of the Offering;
 - (d) the Issuer having accepted the Subscriber’s subscription, in whole or in part;
 - (e) the truth and accuracy, at the time of acceptance and as at Closing, of the Subscriber’s representations warranties and acknowledgements under this Subscription Agreement;

- (f) the closing conditions contained in the Agency Agreement having been satisfied or waived by the relevant party; and
- (g) the issue and sale of the Subscription Receipts being exempt from the requirement to file a prospectus or registration statement under Applicable Securities Laws relating to the sale of the Subscription Receipts, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or registration statement.

5. **Reporting and Consent**

5.1 The Subscriber, on its own behalf and on behalf of any other person for whom it is contracting hereunder, expressly consents and agrees to:

- (a) the Issuer and the Agent collecting personal information regarding the Subscriber for the purpose of completing the transactions contemplated by this Subscription; and
- (b) the Issuer and the Agent releasing personal information regarding the Subscriber, and this Subscription, including the Subscriber's name, residential address, telephone number, email address and registration and delivery instructions, the number of Securities purchased, the prospectus exemption relied, the number of securities of the Issuer held by the Subscriber, the status of the Subscriber as an Insider or as otherwise represented herein, and, if applicable, information regarding the beneficial ownership or the principals of the Subscriber, to securities regulatory authorities in compliance with Applicable Securities Laws, to other authorities as required by law and to the registrar and transfer agent of the Issuer for the purposes of arranging for the preparation of certificates representing the Securities in connection with the Offering.

The purpose of the collection of the information is to ensure the Issuer, the Agent and their advisors will be able to issue Securities to the Subscriber in accordance with the instructions of the Subscriber and in compliance with applicable corporate, securities and other laws, as well as any Exchange requirements (if applicable), and to obtain the information required to be provided in documents required to be filed with securities regulatory authorities under Applicable Securities Laws and with other authorities (including an Exchange, if applicable) as required, which may include their public disclosure of such information. The Subscriber, on its own behalf and on behalf of any other person for whom it is contracting hereunder, further expressly consents and agrees to the collection, use and disclosure of all such personal information by securities regulatory authorities and other authorities in accordance with their requirements, including, but not limited to, the publishing or making available to the public of such information and the provision of such information to third-party service providers for their collection, use and disclosure from time to time.

The contact information for the officer of the Issuer who can answer questions about the collection of information by the Issuer is as follows:

Name & Title: Chand Jagpal, COO
Issuer Name: Albert Labs Inc.
Address: 6996 Merritt Ave, Burnaby, BC V5J 4R6
Email Address: chand@albertlabs.com

The contact information for the Agent who can answer questions about the collection of information by the Agent is as follows:

Name & Title: Jovan Stupar, Managing Director
Issuer Name: Research Capital Corporation
Address: #1920 – 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9
Email Address: jstupar@researchcapital.com

5.2 The Subscriber, on its own behalf and on behalf of any other person for whom it is contracting hereunder, expressly acknowledges and agrees that:

- (a) the Issuer may be required to provide applicable securities regulators, or otherwise under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* of Canada or other similar legislation, a list setting forth the identities of the purchasers of the Securities and any personal information provided by the

Subscriber, and the Subscriber hereby represents and warrants that to the best of the Subscriber's knowledge, none of the funds representing the Subscription proceeds 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 of America, 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 hereby further covenants that it shall promptly notify the Issuer if the Subscriber discovers that any of such representations cease to be true, and shall provide the Issuer with appropriate information in connection herewith; and

- (b) it shall complete, sign and return such additional documentation as may be required from time to time under Applicable Securities Laws or any other applicable laws in connection with the Offering and this Subscription.

5.3 Furthermore, the Subscriber is hereby notified and acknowledges that:

- (a) the Issuer or the Agent may deliver to the applicable Canadian Securities Commission certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address, telephone number and email address, the number of Securities purchased by the Subscriber and the total purchase price paid for such Securities, the prospectus exemption relied on by the Issuer and the date of distribution of the Securities;
- (b) such information is being collected indirectly by the applicable Canadian Securities Commission under the authority granted to it in securities legislation;
- (c) such information is being collected for the purposes of the administration and enforcement of the securities legislation of the applicable Canadian jurisdictions; and
- (d) the Subscriber may contact the following public official in each jurisdiction with respect to questions about the applicable Canadian Securities Commission's indirect collection of such information at the following address and telephone number:

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297 6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

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

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

Nova Scotia Securities Commission

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

Government of Nunavut Department of Justice Legal

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

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

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 Newfoundland and Labrador

Financial Services Regulation Division
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Autorité des marchés financiers

800, Square Victoria, 22e étage C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only) Facsimile:
(514) 864-6381 (For privacy requests only)
Email: financementdassocies@lautorite.qc.ca (For corporate
finance issuers); fonds_dinvestissement@lautorite.qc.ca (For
investment fund issuers)

Government of the Northwest Territories

Office of the Superintendent of Securities P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Government of Yukon

Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

6. Resale Restrictions and Legending of Securities

- 6.1 The Subscriber hereby acknowledges and agrees that the Offering is being made pursuant to the Exemptions and, as a result, the Securities will be subject to a number of statutory restrictions on resale and trading. Until these restrictions expire, the Subscriber will not be able to sell or trade the Securities unless the Subscriber complies with an exemption from the prospectus and registration requirements under Applicable Securities Laws. In general, unless permitted under Applicable Securities Laws, the Subscriber cannot trade the Securities in Canada until the Issuer becomes a reporting issuer in a jurisdiction of Canada.
- 6.2 The Subscriber acknowledges and agrees that:
- (a) the constating documents of the Issuer provide that the Securities may not be sold, transferred or disposed of without the consent of the Issuer's directors, which can effectively be withheld at the discretion of the directors of the Issuer;
 - (b) the Issuer is not a reporting issuer in any jurisdiction, and as such, the restrictions on resale and trading are indefinite until such time as the Issuer becomes a reporting issuer;
 - (c) the Securities will not be listed or posted for trading on any stock exchange in any jurisdiction;
 - (d) the Securities have not been and will not be registered under the U.S. Securities Act, or any State of the United States securities laws, and may not be offered and sold, directly or indirectly, in the United States or by or to or for the account or benefit of a U.S. Person without registration under the U.S. Securities Act and any applicable State securities laws, unless an exemption from registration is available; and
 - (e) the Issuer has no present intention and is not obligated under any circumstances to register the Securities, or to take any other actions to facilitate or permit any proposed resale or transfer thereof in the United States or otherwise by or to or for the account or benefit of a U.S. Person, and in particular, the Subscriber and the Issuer further acknowledge and agree that the Issuer is hereby required to refuse to register any transfer of the Securities not made in accordance with the provisions of Regulation S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration.
- 6.3 **The foregoing discussion on hold periods and resale restrictions is a general summary only and is not intended to be comprehensive or exhaustive, or to apply in all circumstances.** Subscribers are advised to consult with their own advisors concerning their particular circumstances and the particular nature of the restrictions on transfer, the extent of the applicable hold period and the possibilities of utilizing any further Exemptions or the obtaining of a

discretionary order to transfer any Securities. Subscribers are further advised against attempting to resell or transfer any Securities until they have determined that any such resale or transfer is in compliance with the requirements of all Applicable Securities Laws and the terms of this Subscription, including but not limited to compliance with restrictions on certain pre-trade activities and the filing with the appropriate regulatory authority of reports required upon any resale of the Securities.

- 6.4 To evidence the applicable hold periods and restrictions on resale and transferability prescribed by Applicable Securities Laws and the terms of this Subscription, the Issuer will place a legend on the certificates representing the Securities as are required under Applicable Securities Laws and the terms of this Subscription.
- 6.5 The Subscriber agrees that in the event the Issuer completes a Going Public Transaction, the Subscriber will enter into any escrow or voluntary pooling agreements as may be required by any regulatory authority in respect of such a transaction, and further agrees to execute any documents as may be required to put such escrow or pooling agreements into effect.

7. Agent's Fees and Finder's Fees

- 7.1 In connection with the issue and sale of the Subscription Receipts pursuant to the Offering, the Agent will receive from the Issuer on Closing, the Agent's Commission and the Agent's Compensation Options, as further described in Section 1.1(v) of Schedule "B".
- 7.2 Subject to compliance with the Applicable Securities Laws and subject to the terms of the Agency Agreement, the Issuer may pay a finder's fee or commission to persons who assist in the introduction of investors to the Issuer, which, without limiting the foregoing may include cash, Common Shares and/or convertible securities.

8. Miscellaneous

- 8.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber, including any fees and disbursements of any special counsel retained by the Subscriber, relating to the purchase, resale or transfer of the Securities shall be borne by the Subscriber.
- 8.2 Each party to this Subscription covenants that it will, from time to time both before and after the Closing, at the request and expense of the requesting party, promptly execute and deliver all such other notices, certificates, undertakings, escrow agreements and other instruments and documents, and shall do all such other acts and other things, as may be necessary or desirable for the purposes of carrying out the provisions of this Subscription.
- 8.3 Except as expressly provided for in this Subscription and in any agreements, instruments and other documents contemplated or provided for herein, this Subscription and the Agency Agreement contain the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations, warranties, acknowledgments and agreements, whether expressed or implied, whether written or oral, and whether made by statute, common law, the parties hereto or anyone else. This Subscription may only be amended by instrument in writing signed by the parties hereto.
- 8.4 The invalidity or unenforceability of any particular provision of this Subscription or any part thereof shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription or part thereof.
- 8.5 This Subscription, including without limitation the terms, conditions, representations, warranties, acknowledgments and agreements contained herein, shall survive and continue in full force and effect and be binding upon the Subscriber, the Issuer and the Agent notwithstanding the completion of the purchase and sale of the Securities, the conversion or exercise thereof and any subsequent disposition thereof by the Subscriber.
- 8.6 This Subscription is not transferable or assignable. This Subscription shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 8.7 This Subscription is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in his or her personal or corporate capacity, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 8.8 Time shall be of the essence hereof.

- 8.9 This Subscription may be executed in as many counterparts as may be necessary and delivered electronically, and such counterparts so delivered shall be deemed to constitute one and the same original instrument. If less than a complete copy of this Subscription Agreement is delivered to the Issuer at the Closing Time, the Issuer, the Agent and their respective advisors are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions of the pages not delivered on or before the Closing Date unaltered.

[Remainder of page intentionally left blank]

SCHEDULE B

1. Representations, Warranties, Acknowledgments and Agreements of the Subscriber

1.1 The Subscriber, on its own behalf, and if applicable, on behalf of a Disclosed Principal for whom it is acting hereunder, hereby represents, warrants, certifies, acknowledges and agrees for the benefit of the Issuer, the Agent and their respective counsel that:

- (a) the Subscriber is resident in the jurisdiction set out on page 3 above, and if such address is not located in British Columbia, the Subscriber expressly certifies that it is not resident in British Columbia;
- (b) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities, and in particular no governmental agency or authority, stock exchange or other regulatory body or any other entity has made any finding or determination as to the merit for investment of, nor have any such agencies, authorities, exchanges, bodies or other entities made any recommendation or endorsement with respect to, the Securities;
- (c) there is no government or other insurance covering the Securities;
- (d) there are risks associated with the purchase of the Securities, being speculative investments which involve a substantial degree of risk;
- (e) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities;
- (f) the Issuer is not now a "reporting issuer" under the Applicable Securities Laws of any province or territory of Canada, the Issuer has no obligation to become a reporting issuer, and there is no guarantee that it will become a reporting issuer in the future. The Subscriber further acknowledges that as a result of the Issuer not being a reporting issuer the Securities will be subject to an indefinite "hold period" under applicable Canadian securities laws of 4 months and a day from the later of the Closing Date and the date the Issuer becomes a reporting issuer under the Applicable Securities Laws of any province or territory of Canada, unless a final prospectus is filed and a final receipt is obtained therefor in accordance with applicable Canadian securities laws qualifying their distribution. The Subscriber further acknowledges that during such indefinite "hold period", the Subscriber may not trade the Securities under applicable Canadian securities laws without filing a prospectus in accordance with such laws or being able to rely on one of the limited exemptions under applicable Canadian securities laws;
- (g) the Issuer has advised the Subscriber that it is relying on one or more exemptions from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell securities under the Applicable Securities Laws, and as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided in applicable securities legislation, including statutory rights of rescission or damages, may not be available to it;
- (h) the Subscriber has been further advised that due to the fact that no prospectus has been or is required to be filed with respect to any of the Securities under Applicable Securities Laws (i) the Subscriber may not receive information that might otherwise be required to be provided to it under such legislation, (ii) the Issuer is relieved from certain obligations that would otherwise apply under applicable legislation, and (iii) the Subscriber is restricted from using certain of the civil remedies available under such legislation;
- (i) no person has made to the Subscriber any written or oral representations (i) that any person will resell or repurchase the Securities, (ii) that any person will refund the purchase price for the Securities, (iii) as to the future price or value of the Securities, or (iv) that the Securities will be listed and posted for trading on any stock exchange or that application has been made to list the Common Shares of the Issuer on any stock exchange;
- (j) the Subscriber is capable by reason of knowledge and experience in financial and business matters in general, and investments in particular, of assessing and evaluating the merits and risks of an investment in the Securities, and is and will be able to bear the economic loss of its entire investment in any of the Securities

- and can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment;
- (k) the Subscriber has been advised to consult its own investment, legal and tax advisors with respect to the merits and risks of an investment in the Securities, Applicable Securities Laws and applicable resale restrictions, and in all cases the Subscriber has not relied upon the Issuer, the Agent or their respective counsel or advisors for investment, legal or tax advice, always having, if desired, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel and tax advisors, and in particular, the Subscriber has been advised and understands that it is solely responsible, and neither the Issuer, the Agent nor their respective counsel or advisors are in any way responsible, for the Subscriber's compliance with Applicable Securities Laws and with applicable resale restrictions regarding the holding and disposition of the Securities;
 - (l) to the knowledge of the Subscriber, the Offering was not advertised or solicited in any manner in contravention of Applicable Securities Laws, and has not been made through or as a result of any general solicitation or general advertising or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
 - (m) the Subscriber has no knowledge of a "material fact" or "material change", as those terms are defined in the Applicable Securities Laws applicable in its jurisdiction of residence, in respect of the affairs of the Issuer that has not been generally disclosed to the public;
 - (n) the Subscriber is not a "control person" as defined in any Exchange policy, will not become a "control person" by virtue of purchasing the Subscription Receipt as contemplated herein, and does not intend to act in concert with any other person to form a control group of the Issuer;
 - (o) the Subscriber is not an investment club;
 - (p) the Subscriber has the legal capacity and competence to enter into and execute this Subscription and to take all actions required pursuant hereto, and if the Subscriber is not an individual, it is also duly formed and validly subsisting under the laws of its jurisdiction of formation and all necessary approvals by its directors, shareholders, partners and others have been obtained to authorize the entering into and execution of this Subscription and the taking of all actions required hereto on behalf of the Subscriber;
 - (q) the Subscriber has duly and validly entered into, executed and delivered this Subscription and it constitutes a legal, valid and binding obligation of the Subscriber enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally and as limited by laws relating to the availability of equitable remedies;
 - (r) the entering into of this Subscription and the transactions contemplated hereby does not and will not, conflict with, result in a violation or breach of, or constitute a default under, any of the terms and provisions of any law, regulation, order or ruling applicable to the Subscriber, or of any agreement, contract or indenture, written or oral, to which it is or may be a party or by which it is or may be bound, or, if the Subscriber is a corporation, its constating documents or any resolutions of its directors or shareholders;
 - (s) with respect to compliance with the U.S. Securities Act:
 - (i) none of the Securities have been registered under the U.S. Securities Act, or under any state securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold except pursuant to an effective registration statement under the U.S. Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
 - (ii) the Subscriber is neither an underwriter of, or dealer in, the Common Shares of the Issuer, nor participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities;
 - (iii) the Subscriber is acquiring the Securities for investment only and not with a view to resale or distribution and, in particular, has no intention to distribute, directly or indirectly, all or any of the

Securities in the United States or to U.S. Persons or to persons in the United States, and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or person in the United States respecting (A) the transfer or assignment of any rights or interests in any of the Securities; (B) the division of profits, losses, fees, commissions, or any financial stake in connection with this subscription or the Securities; or (C) the voting of any securities offered hereby or underlying any securities offered hereby;

- (iv) the Subscriber does not intend to and will not engage in hedging transactions with regard to the Securities unless in compliance with the U.S. Securities Act;
 - (v) any person who acquires Securities may at the Issuer's discretion be required to provide the Issuer with written certification that it is not a U.S. Person or person in the United States and that the Securities are not being acquired, directly or indirectly, for the account or benefit of a U.S. Person or person in the United States; and
 - (vi) the current structure of this transaction and all transactions and activities contemplated hereunder, and the Subscriber's participation therein, is not a scheme to avoid the registration requirements of the U.S. Securities Act;
- (t) unless the Subscriber has completed Form 2 – U.S. Purchaser Certificate, attached hereto:
- (i) the Subscriber is not a U.S. Purchaser; and
 - (ii) the Subscriber is not purchasing the Subscription Receipt as the result of any “directed selling efforts”;
- (u) if the Subscriber has completed Form 2 – U.S. Purchaser Certificate, attached hereto:
- (i) the Subscriber, by completing Form 2 – U.S. Purchaser Certificate, is representing and warranting to the Issuer that the Subscriber is an “accredited investor” as the term is defined in Regulation D, and that all information contained in the Subscriber's completed Form 2 – U.S. Purchaser Certificate is complete and accurate in all respects and may be relied upon by the Issuer;
 - (ii) the Subscriber will not acquire the Securities as a result of, and will not itself engage in, any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities; provided, however, that the Subscriber may sell or otherwise dispose of any of the Securities pursuant to registration thereof under the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements;
 - (iii) the Subscriber and its advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Issuer in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;
 - (iv) the books and records of the Issuer were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Securities hereunder have been made available for inspection by the Subscriber and/or its advisor(s);
 - (v) the Subscriber hereby acknowledges that that upon the issuance thereof, and until such time as the same is no longer required under the Applicable Securities Laws and regulations, the certificates representing any of the Securities will bear legends in substantially the form set forth on Form 2 hereto;
 - (vi) the Issuer will refuse to register any transfer of the Securities not made pursuant to an effective registration statement under the U.S. Securities Act or pursuant to an available exemption from the registration requirements of the U.S. Securities Act; and

- (vii) the statutory and regulatory basis for the exemption claimed for the offer of the Securities would not be available if the Offering is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act;
- (v) the Subscriber understands that in connection with the issue and sale of the Subscription Receipts pursuant to the Offering, the Agent will receive from the Issuer on Closing: (i) a cash commission equal to seven percent (7%) of the aggregate gross proceeds of the Offering; and (ii) such number of Agent's Compensation Options as is equal to seven percent (7%) of the number of Subscription Receipts issued pursuant to the Offering. The Agent will also be paid a work fee in the amount of \$40,000 (plus GST). No other fee or commission is payable by the Issuer to the Agent in connection with the completion of the Offering; however, the Issuer will pay certain fees and expenses of the Agent (including fees and expenses of counsel to the Agent) plus applicable taxes in connection with the Offering, to be set out in the Agency Agreement;
- (w) other than as contemplated herein or in the Agency Agreement, there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee and if any person establishes a claim that any fee or other compensation is payable in connection with the Subscriber's Subscription Receipts, the Subscriber covenants to indemnify and hold harmless the Issuer with respect thereto and with respect to all costs reasonably incurred in the defence thereof;
- (x) the Subscriber (i) has received and had the opportunity to review a copy of the Term Sheet setting out the principal terms of the Offering and (ii) has had the opportunity to ask and have answered any and all questions which the Subscriber wished to have answered with respect to the subscription for the Subscription Receipts made hereunder;
- (y) the Subscriber is not relying upon the Agent to conduct any due diligence investigation on behalf of the Subscriber concerning the Offering, the Securities or the Issuer's business, management, financial position or condition;
- (z) the Subscriber is aware that the Securities will be subject to statutory resale restrictions under the Applicable Securities Laws of the Selling Jurisdiction in which the Subscriber resides or under other Applicable Securities Laws, and the Subscriber covenants that it will not resell the Securities except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and neither the Issuer nor the Agent are in any way responsible) for such compliance;
- (aa) the Subscriber is aware that the Securities may only be transferred or assigned by the Subscriber in compliance with the terms of this Subscription Agreement, the certificates representing the Securities, applicable laws (including Applicable Securities Laws) and the constating documents of the Issuer;
- (bb) the Subscriber is aware that the Subscription Receipts and Underlying Shares shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book-based system, or on certificates that may be issued, as applicable, a legend setting out resale restrictions under Applicable Securities Laws of Canada substantially in the following form (and with the necessary information inserted):

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT CLOSING DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY”;
- (cc) the Subscriber is aware that the Issuer is a private company and does not have any of its securities listed on a stock exchange, and there is no assurance that the Conversion Condition will be satisfied, or that its securities will ever become publicly listed;
- (dd) the Subscriber is aware that there is no market for the Subscription Receipts or the Underlying Shares and no market may ever develop;
- (ee) the Subscriber is aware that the Issuer may complete additional financings in the future in order to develop the business of the Issuer and fund its ongoing operations, and such future financings may have a dilutive effect on current shareholders or securityholders of the Issuer, including the Subscriber; but there is no

assurance that any such financing will be available, on reasonable terms or at all, and if not so available, this may have a material adverse effect on the Issuer's business, financial condition, performance or prospects; and

- (ff) this offer to subscribe is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber without the consent of the Issuer.

1.2 The Subscriber hereby represents, warrants, acknowledges and agrees for the benefit of the Issuer, the Agent and their respective counsel that it is purchasing the Securities as principal (or is deemed under Applicable Securities Laws to be doing so), not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Securities, and:

- (a) **in respect of all Subscribers resident in or otherwise subject to the securities laws of a Province of Canada other than Ontario**, it is:

- (i) a person described in section 2.3 of NI 45-106 by virtue of being an "accredited investor" as defined in NI 45-106, and provided that it is not a person that is or has been created or used solely to purchase or hold securities as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in NI 45-106;
- (ii) a person described in section 2.5 of NI 45-106 by virtue of being (A) a director, executive officer or control person of the Issuer or of an affiliate of the Issuer; (B) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Issuer or an affiliate of the Issuer; (C) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer; (D) a close personal friend or close business associate of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer; (E) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Issuer; (F) a parent, grandparent, brother, sister or child of a spouse of a founder of the Issuer; (G) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs 1.2(a)(ii)(A) to 1.2(a)(ii)(F); or (H) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons described in paragraphs 1.2(a)(ii)(A) to 1.2(a)(ii)(F);
- (iii) a person described in section 2.10 of NI 45-106 by virtue of the Subscription Receipts having an acquisition cost to the purchaser of not less than \$150,000 paid in cash, and provided that it is not a person that is or has been created or used solely to purchase or hold securities in reliance on the exemption provided by section 2.10 of NI 45-106, and further provided that if it is resident in or otherwise subject to the Applicable Securities Laws of Alberta, no document purporting to describe the business and affairs of the Issuer, which has been prepared for review by prospective purchasers to assist such prospective purchasers in making an investment decision in respect of the Subscription Receipts, has been delivered to or summarized for or seen by or requested by the Subscriber in connection with the Offering; or
- (iv) a person described in section 2.24 of NI 45-106 by virtue of being an employee, "executive officer", "director" or "consultant" of the Issuer or of a "related entity" of the Issuer or by virtue of being a "permitted assign" of the foregoing persons, as those terms are defined in sections 1.1 or 2.22 of NI 45-106, and its participation in the Offering is voluntary,

and the Subscriber has certified same by marking the applicable boxes and signing and returning **Form 1** herein; **and**

- (b) **in respect of all Subscribers resident in or otherwise subject to the securities laws of Ontario**, it is:

- (i) a person described in Section 2.4 of NI 45-106 or Section 73.3 of the *Securities Act* (Ontario) by virtue of being an "accredited investor" as defined in the *Securities Act* (Ontario), and provided that it is not a person that is or has been created or used solely to purchase or hold securities as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in NI 45-106; or

- (ii) a person described in subsection 1.2(a)(ii), (iii) or (iv) of this Schedule B; or

and the Subscriber has certified same by marking the applicable boxes and signing and returning **Form 1** herein; **and**

(c) **in respect of all Subscribers resident in a jurisdiction outside of Canada, excluding the United States:**

- (i) it is knowledgeable of, or has been independently advised as to, the Applicable Securities Laws of the securities regulatory authorities (the “**International Authorities**”) having application to the Offering and the Issuer in the jurisdiction (the “**International Jurisdiction**”) in which the Subscriber is resident;
- (ii) it is purchasing Securities pursuant to an applicable exemption from any prospectus, registration or similar requirements under the Applicable Securities Laws of the International Jurisdiction, or the Subscriber is permitted to purchase the Securities under the Applicable Securities Laws of the International Jurisdiction without the need to rely on such exemptions;
- (iii) the Applicable Securities Laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any nature whatsoever with or from any of the International Authorities in connection with the Offering or the Securities, including any resale thereof;
- (iv) the Offering and the completion of the offer and sale of the Securities to the Subscriber as contemplated herein complies in all respects with the Applicable Securities Laws of the International Jurisdiction, and does not trigger:
 - (A) any obligation to prepare and file a prospectus or similar or other offering document, or any other report with respect to such purchase in the International Jurisdiction; or
 - (B) any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction;
- (v) it is purchasing Securities as principal; and
- (vi) it will, if requested by the Issuer or the Agent, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably.

(d) **if the Subscriber is resident in an International Jurisdiction or in the United States, it certifies in particular that it is not resident in British Columbia and further acknowledges and certifies that:**

- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (ii) there is no government or other insurance covering the Securities;
- (iii) there are risks associated with the purchase of the Securities;
- (iv) there are restrictions on the Subscriber’s ability to resell the Securities and it is the responsibility of the Subscriber to determine what those restrictions are and to comply with them before selling the Securities;
- (v) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Securities through a person registered to sell the Securities under Applicable Securities Laws and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber;

- (vi) the Subscriber is knowledgeable of securities legislation having application or jurisdiction over the Subscriber and the Offering (other than the laws of Canada and the United States) which would apply to this Subscription Agreement;
- (vii) the Subscriber is purchasing the Securities pursuant to exemptions from any prospectus, registration or similar requirements under the laws of that International Jurisdiction and or, if such is not applicable, the Subscriber is permitted to purchase the Securities, and the Issuer has no filing obligations in the International Jurisdiction;
- (viii) no laws in the International Jurisdiction require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
- (ix) the Securities are being acquired for investment only and not with a view to resale and distribution within the International Jurisdiction.

1.3 **Additional Representations Applicable to U.S. Purchasers.** If the Subscriber is a U.S. Purchaser, the Subscriber represents and warrants either:

- (a) the Subscriber is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of “U.S. Person” pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; or
- (b) the Subscriber is a U.S. Person or is located in the United States and is an “accredited investor” as defined in Regulation D of the U.S. Securities Act (a “**U.S. Accredited Investor**”), and is acquiring the Securities for its own account or for the account of a U.S. Accredited Investor as to which it exercises sole investment discretion, to be held for investment only and not with a view to any resale, distribution or other disposition of the Securities in violation of United States securities laws or applicable state securities laws; and

IN EITHER CASE, the Subscriber has properly completed and duly executed a U.S. Purchaser Certificate attached to this Subscription Agreement as FORM 2, and confirms the truth and accuracy of all statements made by the Subscriber in such certificate.

2. **Representations, Warranties and Covenants of the Issuer**

2.1 The Subscriber shall have the benefit of the representations, warranties and covenants made by the Issuer to the Agent to be set forth in the Agency Agreement. Such representations, warranties and covenants shall form an integral part of this Subscription and shall survive the Closing and shall continue in full force and effect for the benefit of the Subscriber in accordance with the Agency Agreement. The Subscriber acknowledges that, in making its decision to invest in the Issuer, the Subscriber is relying on this subscription, the representations, warranties and covenants of the Issuer to be contained in the Agency Agreement and information about the Issuer which has been filed under its corporate profile on the SEDAR website at www.sedar.com.

3. **Reliance, Notification, Indemnity and Survival**

3.1 The Subscriber acknowledges and agrees that the Issuer, the Agent and their respective counsel will and can rely on the representations, warranties, certifications, acknowledgments and agreements of the Subscriber contained in this Subscription and otherwise provided by the Subscriber to and with the Issuer and the Agent to determine the availability of Exemptions should this Subscription be accepted, and otherwise in completing the offering, issue and sale of the Securities to the Subscriber in accordance with applicable laws.

3.2 The Subscriber undertakes to notify the Issuer and the Agent immediately of any change in any representation, warranty or other information pertaining to the Subscriber herein or otherwise provided in connection with this Subscription which takes place prior to Closing.

3.3 The Subscriber hereby agrees to indemnify and hold harmless the Issuer and the Agent against all actions, claims, damages, costs, expenses, losses and liabilities which it may suffer or incur as a result of this Subscription.

- 3.4 The representations, warranties, acknowledgements and agreements made by the Subscriber in this Subscription and otherwise provided by the Subscriber, the Issuer and the Agent shall be true and correct as of the date of execution of this Subscription and as of Closing as if repeated thereat, and shall survive the Closing.

[Remainder of page intentionally left blank]

SCHEDULE C
TERM SHEET

(ALL AMOUNTS IN CDNS UNLESS OTHERWISE SPECIFIED)

- Issuer:** Albert Labs Inc. (“**Albert**” or the “**Issuer**”).
- Agent:** Research Capital Corporation as lead agent and sole bookrunner (the “**Agent**”).
- Offering:** Best-efforts private placement offering (the “**Offering**”) of up to \$4,000,000 in subscription receipts of the Issuer (the “**Subscription Receipts**”) of the Issuer.
- Pricing:** \$0.25 per Subscription Receipt (the “**Subscription Price**”).
- Subscription Receipt:** Each Subscription Receipt, issued in connection with the Offering, will be automatically exchanged into one common share (a “**Common Share**”) of the Issuer (each, an “**Underlying Share**”) without further payment or action on the part of the holder at the Conversion Time (as defined herein).
- Over-allotment Option:** The Agent shall also have the option (the “**Over-Allotment Option**”) to increase the size of the Offering by up to an additional 15% in Subscription Receipts (or up to an additional 2,400,000 Subscription Receipts), or the components thereof by giving written notice of the exercise of the Over-Allotment Option, or a part thereof, to the Issuer at any time up to 48 hours prior to Closing.
- Conversion Condition:** The gross proceeds of the Offering less allowable deductions pursuant to the Agency Agreement (the “**Escrowed Funds**”) shall be deposited in escrow on the Closing Date pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) among the Issuer, the Agent and an escrow agent (the “**Escrow Agent**”) acceptable to the Issuer and the Agent. The Escrow Agent shall deposit the Escrowed Funds in an interest bearing account. The Escrowed Funds will be released from escrow to the Issuer (after deducting allowable deductions payable to the Agent pursuant to the Agency Agreement) concurrently on the effective time (the “**Conversion Time**”) by notice, on or before the later of: (a) 5:00 p.m. (Vancouver time) on August 31, 2021; and (b) such later date as the Issuer and the Agent may agree in writing (in each case, the “**Outside Date**”), to the Escrow Agent from the Issuer and the Agent upon satisfaction of one of the following condition (the “**Conversion Condition**”):
- I. Albert having received a final receipt for a prospectus qualifying the Common Shares including without limitation the Underlying Shares; or
 - II. Albert having completed a Going Public Transaction.
- “**Going Public Transaction**” means mean (i) a listing of the Common Shares on any of the Toronto Stock Exchange, the TSX Venture Exchange, or the Canadian Securities Exchange (the “**Exchange**”); (ii) the acquisition of the Issuer by an existing company listed on any Exchange, such that the resulting effect is that holders of the Common Shares receive shares in the capital of the resulting public company; (iii) the assignment or transfer of substantially all of the assets or undertaking of the Issuer to an existing company listed on any Exchange; or (iv) any other type of transaction whatsoever which results in the current holders of the Common Shares receiving shares of a company listed on the Exchange in exchange for their existing shares.
- In the event that the Conversion Condition is not satisfied by the Outside Date, the Escrowed Funds together with accrued interest earned thereon will be returned to the holders of the Subscription Receipts and the Subscription Receipts will be cancelled.
- Use of Proceeds:** Proceeds of the Offering will be used for acquisitions, working capital and marketing purposes.
- Selling Jurisdictions:** The Offering will take place by way of a private placement to qualified investors in all the provinces of Canada except Quebec, and otherwise in such other jurisdictions as mutually agreed to by the Issuer and the Agent. Canadian subscribers must be “accredited investors” (as defined in National Instrument 45-106 Prospectus and Registration Exemptions (“**NI 45-106**”)) or otherwise qualified under NI 45-106.
- Hold Period:** An Underlying Share issuable on conversion of a Subscription Receipt shall not be subject to a hold period as such shares will be qualified by the prospectus that triggered the Conversion Condition.
- Compensation:** If the Offering is successfully completed, the Agent will receive a cash commission (the “**Commission**”) equal to 7.0% of the gross proceeds arising from the Offering. In addition, the Issuer

will issue to the Agent, at Closing, compensation options (the “**Agent’s Compensation Options**”) exercisable at any time up to 24 months following Closing to purchase Common Shares of the Issuer in an amount equal to 7.0% of the number of Subscription Receipts sold in connection with the Offering. Each Agent’s Compensation Option is exercisable to acquire one (1) Common Share at the Subscription Price.

Closing:

On such date as is reasonable and agreed upon between the Agent and the Issuer (the “**Closing**”).

FORM 1

CERTIFICATE FOR EXEMPTION

In addition to the representations, warranties acknowledgments and agreements contained in the Subscription to which this Form 1 – Certificate for Exemption is attached, the Subscriber hereby represents, warrants and certifies to the Issuer and the Agent that the Subscriber is purchasing the securities set out in the Subscription as principal, it is resident in the jurisdiction set out on the acceptance page of the Subscription and: **[check all appropriate boxes]**

Category 1: Accredited Investor

The Subscriber is **[check appropriate box and complete related blanks]**:

- (a) (1) except in Ontario, a Canadian financial institution, or a Schedule III bank; OR
(2) in Ontario, (i) a bank listed in Schedule I, II or III of the Bank Act (Canada); (ii) an association to which the Cooperative Credit Associations Act (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or (iii) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
- (b) (1) except in Ontario, the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada); OR
(2) in Ontario, the Business Development Bank of Canada;
- (c) (1) except in Ontario, a subsidiary of any person referred to in paragraphs (a)(1) or (b)(1), 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; OR
(2) in Ontario, a subsidiary of any person or company referred to in paragraphs (a)(2) or (b)(2), if the person or company 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) (1) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer; OR
(2) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);
- (f) (1) 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; OR
(2) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or the government of a province or territory of Canada;
- (g) (1) 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 Montréal or an intermunicipal management board in Québec; OR
(2) 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 Montréal or an intermunicipal management board in Québec;

- (h) (1) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government; OR
(2) in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) (1) except in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada; OR
(2) in Ontario, 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 province or territory of Canada;
- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds Cdn\$1,000,000;
(Note: the Subscriber who is an individual and qualifies under Category 1 pursuant to this section must also complete and sign FORM IA)
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities exceeds \$5,000,000;
(Note: the Subscriber who is an individual and qualifies under Category 1 pursuant to this section must also complete and sign FORM IA)
- (k) an individual whose net income before taxes exceeded Cdn\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded Cdn\$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;
(Note: the Subscriber who is an individual and qualifies under Category 1 pursuant to this section must also complete and sign FORM IA)
- (l) an individual who, either alone or with a spouse, has net assets of at least Cdn\$5,000,000;
(Note: the Subscriber who is an individual and qualifies under Category 1 pursuant to this section must also complete and sign FORM IA)
- (m) a person, other than an individual or investment fund, that has net assets of at least Cdn\$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 and 2.19 of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106;
- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt;
- (p) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

- (r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- (t) a person in respect of which all of the owner of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- (v) (1) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investor; OR
(2) in Ontario, a person that is recognized or designated by the Ontario Securities Commission as an accredited investor; or
- (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

Additional Instruction: If the Subscriber is an individual and qualifies under Category 1 pursuant to paragraphs (j), (k) or (l), it must also complete and sign Schedule 1 attached hereto entitled “Form 45-106F9: Form for Individual Accredited Investors”. If the Subscriber is a person qualifying under Category 1 as an “Accredited Investor” pursuant to paragraph (t), each owner of an interest in that person must complete and submit to the Issuer its own copy of the Certificate for Exemption.

Definitions:

"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;

"EVCC" means an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia), R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments;

"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;

"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" means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an EVCC and a VCC;

"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; or
- (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 in issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

"VCC" means a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), R.S.B.C. 1996 c. 429, whose business objective is making multiple investments.

Category 2: Family, Friends and Business Associates

The Subscriber is [check appropriate box and complete related blanks]:

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

of which the relevant director, executive officer, control person or founder of the Issuer or affiliate thereof referred to in paragraphs (b) to (k) above is:

State name: _____

State the length of your relationship with this person: _____

Additional Instruction: If the Subscriber qualifies under Category 2 and is a resident of Ontario, it must also complete and sign Schedule 2 attached hereto entitled “Form 45-106F12: Risk Acknowledgment Form for Family, Friend and Business Associate Investors”.

Notes:

- * “**close personal friend**” means an individual who has known the named director, executive officer, control person or founder well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of that person. The term “close personal friend” can include a family member who is not already specifically identified in paragraphs (b), (c), (f) or (g) if the family member otherwise meets the criteria described above. An individual’s relationship with the named director, executive officer, control person or founder must be direct. An individual is not a “close personal friend” solely because that individual is a relative, a member of the same club, organization, association or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client or former customer, a mere acquaintance, or connected through some form of social media, such as Facebook, Twitter or LinkedIn.
- ** “**close business associate**” means an individual who has had sufficient prior business dealings with the named director, executive officer, control person or founder to be in a position to assess the capabilities and trustworthiness of that person. An individual’s relationship with the named director, executive officer, control person or founder must be direct. An individual is not a “close business associate” solely because that individual is a member of the same club, organization, association or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client or former customer, a mere acquaintance, or connected through some form of social media, such as Facebook, Twitter or LinkedIn.

Category 3: \$150,000 Purchaser

- The Subscriber is:
- (a) not an individual and has an acquisition cost for the Subscription Receipts of not less than \$150,000 paid in cash at the time of the distribution;
 - (b) purchasing the Subscription Receipts as principal; and
 - (c) not a person that is or has been created or used solely to purchase or hold securities in reliance on the exemption provided by section 2.10 of NI 45-106.

Category 4: Employees, Officers, Directors and Consultants

The Subscriber is [check appropriate box]:

- (a) a current or former employee of the Issuer or of a “related entity” of the Issuer;
- (b) an executive officer of the Issuer or of a “related entity” of the Issuer;
- (c) a director of the Issuer or of a “related entity” of the Issuer;
- (d) a consultant of the Issuer or of a “related entity” of the Issuer; or
- (e) a “permitted assign” of a person described in paragraphs (a) to (d),

and its participation in the Offering is voluntary.

[the signature page to follow]

* * * * *

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the Subscriber shall give the Issuer and the Agent immediate written notice thereof.

The Subscriber acknowledges and agrees that the Issuer and the Agent will and can rely on this Certificate in connection with the Subscriber's Subscription.

IN WITNESS, the undersigned has executed this Certificate as of the _____ day of _____, 20__.

If a corporation, partnership or other entity:

If an individual:

Print Name of Subscriber

Print Name of Subscriber

Signature of Authorized Signatory

Signature

Name and Position of Authorized Signatory

Jurisdiction of Residence of Subscriber

Jurisdiction of Residence of Subscriber

FORM 1 – SCHEDULE 1

Form 45-106F9
Form for Individual Accredited Investors

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: <i>Subscription Receipts</i>	Issuer: <i>Albert Labs Inc. (the "Issuer")</i>
Purchased from: <i>the Issuer</i>	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the	
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
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered): Research Capital Corporation	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
<i>Albert Labs Inc. 6996 Merritt Ave Burnaby, British Columbia V5J 4R6 Attention: Chand Jagpal, COO Email: chand@albertlabs.com</i>	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

**FORM 1 – SCHEDULE 2
ONTARIO RESIDENTS ONLY**

**Form 45-106F12
Risk Acknowledgement Form for Family, Friend and Business Associate Investors**

<p>WARNING! This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.</p>

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: <i>Subscription Receipts</i>	Issuer: <i>Albert Labs Inc. (the "Issuer")</i>
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	
3. Family, friend or business associate status	
You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:	Your initials
<p>A) You are:</p> <p style="margin-left: 20px;"><i>1) [check all applicable boxes]</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a director of the issuer or an affiliate of the issuer <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer <p>OR</p> <p style="margin-left: 20px;"><i>2) [check all applicable boxes]</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above <input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above 	
<p>B) You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	

C) You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i> , who holds the following position at the issuer or an affiliate of the issuer: _____ You have known that person for _____ years.		
D) You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i> , who holds the following position at the issuer or an affiliate of the issuer: _____ You have known that person for _____ years.		
4. Your name and signature		
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.		
First and last name (please print):		
Signature:		Date:
SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE		
5. Contact person at the issuer or an affiliate of the issuer		
<i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]</i>		
By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i>		
<input type="checkbox"/> family relationship as set out in section 3B of this form		
<input type="checkbox"/> close personal friendship as set out in section 3C of this form		
<input type="checkbox"/> close business associate relationship as set out in section 3D of this form		
First and last name of contact person (please print):		
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):		
Telephone:		Email:
Signature:		Date:

SECTION 6 TO BE COMPLETED BY THE ISSUER

6. For more information about this investment

Albert Labs Inc.
6996 Merritt Ave
Burnaby, British Columbia V5J 4R6
Attention: Chand Jagpal, COO
Email: chand@albertlabs.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Signature of executive officer of the issuer (other than the purchaser):

Date:

Form instructions:

- 1 This form does not mandate the use of a specific font size or style but the font must be legible.*
- 2 The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*
- 3 The purchaser, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.*
- 4 The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus and Registration Exemptions. For guidance on the meaning of “close personal friend” and “close business associate”, please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus and Registration Exemptions.*

FORM 1

SCHEDULE 3

SASKATCHEWAN RESIDENTS ONLY

FORM 45-106F5

Risk Acknowledgement - Saskatchewan Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or **close** business associate of _____ [state name], who is a _____ [state title - founder, director, executive officer or control person] of _____ [state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority.

There are restrictions on your ability to resell *exempt market securities*. Exempt market securities are more risky than other securities.

You may not receive any written information about the issuer or its business

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

You will not receive advice

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. There may be no market for these securities. You may never be able to sell these securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

INSTRUCTION: THE PURCHASER MUST SIGN 2 COPIES OF THIS FORM. THE PURCHASER AND THE ISSUER MUST EACH RECEIVE A SIGNED COPY.

FORM 2
U.S. PURCHASER CERTIFICATE

Residents of All States:

THE SECURITIES OFFERED IN THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE STATE LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THESE AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

U.S. PURCHASER CERTIFICATE
(TO BE COMPLETED BY U.S. PURCHASERS)

1. The Subscriber covenants, represents and warrants to Albert Labs Inc. (the "**Company**" or the "**Issuer**") that *(please place your initials on the appropriate line(s) with respect to (a) or (b)):*

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

Initials (b) it is an "accredited investor" as defined in Regulation D by virtue of satisfying one or more of the
_____ categories indicated in Section 3 below.

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

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

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

(c) it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition, disposition or exercise of any of the Securities. The Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such Securities. In particular, no determination has been made whether the Issuer will be a "passive foreign investment company" ("**PFIC**") within the meaning of Section 1291 of the *United States Internal Revenue Code*;

(d) it understands and agrees that the financial statements of the Issuer have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

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

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

provided, that if the Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act (“**Regulation S**”), the legends set forth above in this Section 2(e) may be removed by providing a declaration to the registrar and transfer agent of the Issuer, or if the Issuer has not appointed a registrar and transfer agent, to the Issuer, as set forth in Appendix “A” attached hereto (or in such other form as the Issuer may prescribe from time to time); and provided, further, that, if the Securities are being sold otherwise than in accordance with Rule 904 of Regulation S and other than to the Issuer, the legends may be removed by delivery to the registrar and transfer agent, if any, and the Issuer of an opinion of counsel of recognized standing in form and substance satisfactory to the Issuer that such legends are no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

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

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

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

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

(j) the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities;

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

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

(i) the sale is to the Issuer;

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

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

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

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

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

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

3. If the Subscriber has initialled box 1(b) above, the Subscriber further covenants, represents and warrants to the Issuer that **(please place your initials on the appropriate line(s) 1 through 8 below):**

1. Initials _____ Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are “accredited investors” (as such term is defined in Rule 501 of Regulation D under the U.S. Securities Act);

2. Initials _____ Any private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940;

3. Initials _____ Any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;

4. Initials _____ Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);

5. Initials _____ A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth, (i) the person’s primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability);

6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials _____ Any director or executive officer of the Issuer; or
8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories– if this category is selected you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

ONLY U.S. PURCHASERS NEED TO COMPLETE AND SIGN

Dated: _____

Signed: _____

Print the name of Subscriber

Print official capacity or title, if applicable

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

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

TO: Albert Labs Inc. (the "Issuer")

AND TO: Registrar and transfer agent for the shares of the Issuer (if applicable)

The undersigned (A) acknowledges that the sale of the _____ common shares in the capital of the Issuer represented by certificate number _____, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Issuer (except solely by virtue of being an officer or director of the Issuer) or a "distributor", as defined in Regulation S, or an affiliate of a "distributor"; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged in any directed selling efforts in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

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

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

Name of Seller (**please print**)

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

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