

**FUSION FINANCIAL HOLDING, INC.
PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT**

TO: FUSION FINANCIAL HOLDING, INC. (the “Issuer”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from FUSION FINANCIAL HOLDING, INC. (the “**Issuer**”) the principal amount of unsecured convertible subordinated debentures due 2019 set out below (the “**Convertible Debenture**”) upon and subject to the terms and conditions contained herein and in the schedules attached hereto (collectively, the “**Agreement**”).

The terms and conditions of the offering and the form of convertible debenture to be issued in connection with the Offering are set out in Schedules “A” and “B” respectively to this Agreement.

The Subscriber agrees to be bound by the terms and conditions set forth in “Terms and Conditions of Subscription Agreement for Debentures” attached hereto.

<u>Subscriber Information:</u>
Subscriber Full Legal Name
(Signature of Subscriber – if the Subscriber is an Individual)
(Signature of Authorized Signatory – if the Subscriber is not an Individual)
(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)
(SIN or other Tax Identification Number of the Subscriber)
(Subscriber’s Street Address)
(Subscriber’s City, Province or State, Postal Code)
(Telephone Number)
(Email Address)
<u>Register the Debenture as set forth below:</u>
(Name to Appear on Share and Warrant Certificate)
(Account Reference, if applicable)
(Street Address)
(City, Province or State, Postal Code)

<u>Principal Amount of Debenture Minimum CDN\$10,000:</u>
CDN\$ _____ OR USDS _____
<i>***All payments received by investors in U.S. dollars will be converted into Canadian dollars using the rate of exchange quoted by the Bank of Montreal at close on the date of acceptance of that investor’s subscription agreement. To the extent required the number of shares acquired will be rounded up to the nearest whole share. Fractional shares will not be issued. Subscribers will be informed of the exact number of shares they have subscribed for at the time of issuance. No funds will be returned.</i>

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a “Disclosed Principal”) and not purchasing as trustee or agent for accounts fully managed by it.
(Name of Disclosed Principal)
(Address of Disclosed Principal)
(City, Province or State, Postal Code of Disclosed Principal)
(Account Reference, if applicable)
(SIN or other Tax Identification Number of Disclosed Principal)

<u>Deliver the Debenture certificate as set forth below:</u>
(Attention - Name)
(Account Reference, if applicable)
(Street Address – no PO boxes permitted)
(City, Province or State, Postal Code)
(Telephone Number)

Number and kind of securities of the Issuer already held, directly or indirectly, or over which control or direction is exercised by the Subscriber, if any (please specify as between numbers of shares, options and warrants – if no, put N/A):

1. State whether the Subscriber is an Insider of the Issuer:
Yes No
2. State whether the Subscriber is a registrant:
Yes No

ACCEPTANCE

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription and renunciation agreement (this “**Agreement**”) as of the _____ day of _____, 2018 (the “**Closing Date**”).

FUSION FINANCIAL HOLDING, INC.

Per: _____
Kendell Lang, Chairman

FUSION FINANCIAL HOLDING, INC.

TERM SHEET

PRIVATE PLACEMENT OFFERING OF UP TO CDN\$8,000,000 OF CDN\$10,000 PRINCIPAL AMOUNT 12% UNSECURED CONVERTIBLE SUBORDINATED DEBENTURES DUE 2019

- Issuer:** Fusion Financial Holding, Inc. (the “**Issuer**”)
- Issue:** Up to CDN\$8,000,000 aggregate principal amount of 12% Convertible unsecured subordinated debentures due on the Maturity Date, being one (1) year from the date of issuance (the “**Debentures**”).
- Issue Price:** Minimum CDN\$10,000 per Debenture (the “**Principal Amount**”).
- Offering Basis:** Private placement on a commercially reasonable efforts agency basis without underwriting liability (the “**Private Placement**”).
- Jurisdictions:** Eligible for sale in Canada, USA, and any other jurisdiction agreed to by the Issuer.
- Interest:** 12.0% per annum, payable on the Maturity Date. Interest shall be payable in cash or Common shares, at the option of the Issuer. If the payment is made in Common shares, it will be based on a price equal to 85% of the average closing price of the common shares of the Issuer (the “**Common Shares**”) for the period of 20 consecutive trading days ending five trading days before the payment date.
- Maturity:** One (1) year from the date of issuance (the “**Maturity Date**”), the Issuer will repay the principal amount, at par plus accrued and unpaid interest by the issuance of common shares from the share capital of the Issuer (each a “**Common Share**”), each Common Share being issued at a price per Common Share being the lowest of either (i) the price per Common Share that will be used by the Issuer to complete its initial public offering (the “**IPO**”) and subsequent listing on a recognized Canadian stock exchange or (ii) a price of \$0.25 per Common Share (collectively referred to as the “**Conversion Price**”).
- Subordination:** The Debentures are direct, unsecured obligations of the Issuer.
- Conversion:** Each Debenture is convertible at the option of the holder into Common Shares of the Issuer at any time starting after the closing date and prior to the close of business on the last business day prior to the Maturity Date at the Conversion Price.
- Provided that the Subscriber has elected to exercise the conversion prior to the Maturity Date (Early Conversion), the Subscriber shall have an option in its sole discretion to concurrently convert any accrued and unpaid Interest (as defined herein) up to, but excluding, the date of the Early Conversion, in full or in part, into Common Shares (the “**Interest Shares**”) of the Issuer at the Conversion Price.
- Fully subscribed Debentures will convert to 32,000,000 shares assuming immediate conversion. Total shares on a fully diluted basis are estimated to be 138,100,000 assuming immediate conversion.
- Fully subscribed Debentures converting six months from issue date will convert to 33,920,000 shares. Total shares on a fully diluted bases converting six months from issue date are estimated to be 140,020,000.

Fully subscribed Debentures will convert to 35,840,000 shares at Debenture maturity. Total shares on a fully diluted basis are estimated to be 141,940,000 at maturity.

Forced Conversion:

On a prior to the Maturity Date, the Issuer will be entitled to cause the holder of the Debenture to convert the Principal Amount and any accrued and unpaid interest into Common Shares at the Conversion Price should the volume weighted average price (the “**VWAP**”) of the Common Shares of the Issuer on any recognized Canadian stock exchange on which the Common Shares of the Issuer will be trading at that time, exceeds a price of \$0.50 per Common Share during a ten (10) consecutive business days period (the “**Forced Conversion**”). In addition to the Common Shares to be issued to the Holder in the event of a Forced Conversion, the Holder shall receive, for each Common Share received in the event of a Forced Conversion, one half (1/2) warrant of the Issuer (each a “**Warrant**”), each full Warrant entitling the Holder to purchase one Common Share in the share capital of the Issuer at a price of \$0.75 per Common Share for a period of 18 months from the date of issuance.

Hold Period:

Debentures and/or Common Shares issued as a result of conversion of the Debentures and/or the Warrants, if applicable, are subject to a hold period ending on the later of either (i) 4 months and a day after the from Closing Date or (ii) 4 months after the Issuer becomes a reporting issuer in any province or territory in Canada.

Events of Default:

The following will be events of default under the terms of the Debentures (each, an “**Event of Default**”): (i) failure to pay any principal on any Debenture when due; (ii) failure to pay any accrued and unpaid interest on any Debenture when due, continued for a period of five (5) days; (iii) breach of any covenant or agreement of the Issuer under the Debenture. The Debenture will provide that if any Event of Default has occurred and is continuing, the Holder may declare the principal amount of the outstanding Debentures, together with accrued and unpaid interest on the Debentures then outstanding, to be due and payable.

Use of Proceeds:

The proceeds from the Private Placement will be used by the Issuer to finance its contemplated listing on the Canadian Securities Exchange and to provide the company with general working capital.

Eligibility:

RRSPs, RRIFs, RESPs, DPSPs and TFSAs.

Closing Date:

On or about November 15, 2018.

SCHEDULE A:

TERMS AND CONDITIONS OF

**PRIVATE PLACEMENT OFFERING OF UP TO CDN\$8,000,000 OF
CDN\$ 10,000 PRINCIPAL AMOUNT 12% UNSECURED CONVERTIBLE
SUBORDINATED DEBENTURES DUE 2019**

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such Principal Amount of Debenture as is set forth on page 1 of this Agreement for the Subscription Amount shown on page 1 of this Agreement, which is tendered herewith, (such subscription and agreement to purchase being the “**Subscription**”), and the Issuer agrees to sell the Debentures to the Subscriber, effective upon the Issuer’s acceptance of this Agreement.

1.2 The Debentures and underlying Common Shares to be issued pursuant to the conversion of the Debentures are referred to herein as the “**Securities**”.

1.3 The Subscriber acknowledges that the Securities have been offered to the Subscriber as part of an offering by the Issuer of additional Securities to other subscribers (the “**Offering**”).

1.4 All dollar amounts referred to in this Agreement are in lawful money of Canada, unless otherwise indicated.

2. Payment

2.1 The Subscription Amount must accompany this Subscription and will be paid by a certified cheque or bank draft drawn on a Canadian chartered bank or by wire transfer to the Issuer pursuant to wiring instructions provided by the Issuer below, the Subscriber irrevocably authorizes the Issuer to immediately deliver the Subscription Amount to the Issuer upon receipt of the Subscription Amount from the Subscriber (the “**Closing**”):

a certified cheque or bank draft in an amount equal to the Subscription Amount payable in Canadian dollars to "**Fusion Financial Holding, Inc.**" **OR**

a wire transfer or direct deposit to:

Account with Institution
(Beneficiary’s Bank)

SWIFT CODE:

Branch Transit Number:

Beneficiary Customer:

Transit Number:

Institution Number:

Account Number:

(BNF field or SWIFT field)

Fusion Financial Holding, Inc.

Fusion Financial Holding, Inc.
422 Richards St, Suite 170
Vancouver, British Columbia
Canada V6B 2Z4

Responsible Lawyers: Michel Lebeuf/Vincent Garibaldi

2.2 The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents or monies delivered in connection herewith will be held by or on behalf of the Issuer. In the event that this Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Issuer will return the Subscription Amount (without interest thereon) to the Subscriber at the address of the Subscriber as set forth on page 1 of this Agreement, or as otherwise directed by the Subscriber.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Issuer the following documents:

- (a) the Canadian Investor Questionnaire (the “**Questionnaire**”) attached as Schedule C that starts on page 21;
- (b) if the Subscriber is a U.S. Purchaser (as defined in Schedule D), the United States Accredited Investor Questionnaire (the “**U.S. Questionnaire**” and, together with the Canadian Questionnaire, the “**Questionnaires**”);
- (c) if you are an individual accredited investor, you must complete Form 45-106F9 which starts on page 32;
- (d) such other supporting documentation that the Issuer or the Issuer’s Counsel may request to establish the Subscriber’s qualification as a qualified investor,

and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

3.2 As soon as practicable upon any request by the Issuer, the Subscriber will complete, sign and return to the Issuer any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities or applicable laws.

3.3 The Issuer and the Subscriber acknowledge and agree that the Issuer’s Counsel has acted as counsel only to the Issuer and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Issuer and the Issuer’s Counsel have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Issuer and the Issuer’s Counsel that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The Closing Date will occur on such date as may be determined by the Issuer in its sole discretion. The Issuer may, at its discretion, elect to close the Offering in one or multiple closings, in which event the Issuer may agree with one or more purchasers (including the Subscriber) to complete delivery of the Securities to such purchaser(s) against payment therefor at any time on or prior to the Closing Date.

4.2 The Closing is conditional upon and subject to:

- (a) the Issuer having obtained all necessary approvals and consents, including regulatory approvals for the Offering;
- (b) the issue and sale of the Securities being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the Securities, 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 deliver an offering memorandum.

4.3 The Subscriber acknowledges that the certificates representing the Securities will be available for delivery within three business days of the Closing Date, provided that the Subscriber has satisfied the requirements of Section 2.1 hereof and the Issuer has accepted this Agreement.

4.4 The sale of the Securities pursuant to this Subscription Agreement will be completed at the offices of the Issuer's legal counsel in Montreal, Québec at such time as the Issuer may agree (the "**Closing Time**") on such date or dates as the Issuer may agree (the "**Closing Date**"). At the Closing Time, the Issuer shall have received all completed subscription agreements and payment of the aggregate subscription price, against delivery by the Issuer of the certificates or other acceptable confirmations representing the Securities.

5. Acknowledgements and Agreements of Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) the Securities have not been or will not be registered under the United States *Securities Act of 1933*, as amended (the "**1933 Act**"), or under any securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Section 6.2), except in accordance with the provisions of Regulation S under the 1933 Act ("**Regulation S**"), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;
- (b) the Issuer has not undertaken, and will have no obligation, to register the Securities under the 1933 Act or any other applicable securities laws;
- (c) the Issuer will refuse to register the transfer the Securities to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws;
- (d) the decision to execute this Agreement and to acquire the Securities has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Issuer and such decision is based entirely upon a review of public information which has been filed by the Issuer with any Canadian provincial securities commissions (collectively, the "**Public Record**");
- (e) the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Subscriber contained in this Agreement and the Questionnaires, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber will promptly notify the Issuer;
- (f) there are risks associated with the purchase of the Securities, as more fully described in the Issuer's periodic disclosure forming part of the Public Record;
- (g) the Subscriber and the Subscriber's 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;
- (h) a portion of this Offering may be sold pursuant to an agreement between the Issuer and one or more agents registered in accordance with applicable securities laws, in which case the Issuer will pay a fee and/or compensation securities on terms as set out in such agreement;
- (i) finder's fees or broker's commissions may be payable by the Issuer to finders who introduce subscribers to the Issuer;

- (j) 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, its legal counsel and/or its advisor(s);
- (k) all of the information which the Subscriber has provided to the Issuer is correct and complete and if there should be any change in such information prior to the Closing, the Subscriber will immediately notify the Issuer, in writing, of the details of any such change;
- (l) the Issuer is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement and the Questionnaires, and the Subscriber will hold harmless the Issuer from any loss or damage it or they may suffer as a result of the Subscriber's failure to correctly complete this Agreement or the Questionnaires;
- (m) any resale of the Securities by the Subscriber will be subject to resale restrictions contained in the securities laws applicable to the Issuer, the Subscriber and any proposed transferee and it is the sole responsibility of the Subscriber to find out what those restrictions are and to comply with such restrictions before selling any of the Securities;
- (n) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and the Issuer is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Securities hereunder, and
 - (ii) applicable resale restrictions;
- (o) there may be material tax consequences to the Subscriber of an acquisition or disposition of the Securities and the Issuer gives no opinion and makes no representation to the Subscriber with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax laws that may apply to the Subscriber's acquisition or disposition of the Securities;
- (p) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Securities setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

**UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE
HOLDER OF THESE SECURITIES SHALL NOT TRADE THE SECURITIES
BEFORE [four months and one day from (i) the Closing Date or (ii) the date
the Issuer becomes a reporting issuer in any provinces in Canada.]**
- (q) 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 securities under provincial securities laws and other applicable securities laws, and, as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided by applicable securities laws (including the various provincial securities acts), including statutory rights of rescission or damages, will not be available to the Subscriber;
- (r) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;
- (s) there is no government or other insurance covering any of the Securities; and

- (t) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer and the Issuer reserves the right to reject this Subscription for any reason.

6. Representations, Warranties and Covenants of the Subscriber

6.1 The Subscriber hereby represents and warrants to the Issuer and its counsel (which representations and warranties will survive the Closing) that:

- (a) unless the Subscriber has completed Schedule E, the Subscriber is not a U.S. Person;
- (b) the Subscriber is resident in the jurisdiction set out on page 1 of this Agreement;
- (c) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
- (d) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (e) it has relied solely upon publicly available information relating to the Issuer and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Issuer, such publicly available information having been relied upon by the Subscriber and acknowledges that the Issuer's counsel is acting as counsel to the Issuer, and not as counsel to the Subscriber;
- (f) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (g) the Subscriber has received and carefully read this Agreement;
- (h) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks, including those risks disclosed in the Public Record and the possible loss of the entire Subscription Amount;
- (i) the Subscriber has made an independent examination and investigation of an investment in the Securities and the Issuer and agrees that the Issuer will not be responsible in any way for the Subscriber's decision to invest in the Securities and the Issuer;
- (j) the Subscriber is not an underwriter of, or dealer in, any of the Securities, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities;
- (k) the Subscriber is not aware of any advertisement of any of the Securities and is not acquiring 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 or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
- (l) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities,
 - (ii) that any person will refund the purchase price of any of the Securities, or

(iii) as to the future price or value of any of the Securities.

6.2 In this Agreement, the term “U.S. Person” has the meaning ascribed thereto in Regulation S, and for the purpose of this Agreement includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation organized or incorporated under the laws of the United States; (d) 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 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

7. Representations and Warranties will be Relied upon by the Issuer

7.1 The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Issuer and its legal counsel in determining the Subscriber’s eligibility to purchase the Securities under applicable legislation, or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Securities under applicable legislation. The Subscriber further agrees that by accepting delivery of the certificates representing the Securities, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber on the Closing Date and that they will survive the purchase by the Subscriber of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Securities.

8. Acknowledgement and Waiver

8.1 The Subscriber has acknowledged that the decision to acquire the Securities was solely made on the basis of the Public Record. The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Securities.

9. Collection of Personal Information

9.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber’s personal information for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be included in record books in connection with the Offering and may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities, (b) the Issuer’s registrar and transfer agent, (c) tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and (e) any of the other parties involved in the Offering, including the Issuer’s Counsel. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber’s personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Subscriber may be purchasing the Securities as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

Furthermore, the Subscriber is hereby notified that:

- (a) the Issuer may deliver to any securities commission having jurisdiction over the Issuer, the Subscriber or this Subscription, including any Canadian provincial securities commissions, the United States Securities and Exchange Commission and/or any state securities commissions (collectively, the “Commissions”), certain personal information pertaining to the Subscriber, including the Subscriber’s full name, residential address and telephone number, the number of Securities or other securities of the Issuer owned by the Subscriber, the number of Securities purchased by the Subscriber, the total Subscription Amount paid for the 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 Commissions under the authority granted to them in securities legislation,
- (c) such information is being collected for the purposes of the administration and enforcement of the securities laws, and
- (d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Support Clerk
Ontario Securities Commission
Suite 1903, Box 55
20 Queen Street West
Toronto, ON M5H 3S8
Telephone: (416) 593-3684

10. Costs

10.1 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 of the Securities will be borne by the Subscriber.

11. Governing Law

11.1 This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

12. Survival

12.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto.

13. Assignment

13.1 This Agreement is not transferable or assignable.

14. Severability

14.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

15.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Issuer or by anyone else.

16. Notices

16.1 All notices and other communications hereunder will be in writing and will be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including email or other means

of electronic communication capable of producing a printed copy. Notices to the Subscriber will be directed to the address of the Subscriber set forth on page 2 of this Agreement and notices to the Issuer will be directed to it at the address of the Issuer set forth on page 3 of this Agreement.

17. Beneficial Subscribers

17.1 Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Agreement, including the exhibits hereto or any other documents delivered by the Subscriber to the Issuer in connection herewith, will be treated as if made by the Disclosed Principal, if any.

18. Execution of Subscription Agreement

18.1 The Issuer and the Issuer's Counsel will be entitled to rely on delivery by email or other means of electronic communication capable of producing a printed copy of an executed copy of this Agreement, and acceptance by the Issuer of such email or other form of electronic copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer in accordance with the terms hereof. If less than a complete copy of this Agreement is delivered to the Issuer or the Issuer's Counsel prior to or at the Closing, the Issuer and the Issuer's Counsel are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions, unaltered, of the pages not delivered prior to or at the Closing.

19. Counterparts and Electronic Means

19.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will constitute an original, and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Closing Date.

20. Exhibits

20.1 The exhibits attached hereto form part of this Agreement.

21. Indemnity

21.1 The Subscriber will indemnify and hold harmless the Issuer and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Agreement, the Questionnaires or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Issuer in connection therewith.

22. General Provisions

22.1 The contract arising out of this Agreement and all documents relating thereto, have been or will be drafted in English only by common accord among the parties. *Le soussigné reconnaît par les présentes qu'il a exigé que le contrat résultant de cette convention de souscription ainsi que tous documents y afférents soient rédigés en langue anglaise seulement.*

22.2 Time is of the essence of this Subscription Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

SCHEDULE B:

DRAFT FORM OF CONVERTIBLE DEBENTURE OF FUSION FINANCIAL HOLDING, INC.

UNSECURED CONVERTIBLE DEBENTURE CERTIFICATE

THIS DEBENTURE AND THE UNDERLYING SECURITIES REPRESENTED BY THIS DEBENTURE ARE SUBJECT TO CERTAIN RESALE RESTRICTIONS PURSUANT TO THE PROVISIONS OF THE *SECURITIES ACT* (BRITISH COLUMBIA) AND THE REGULATIONS THEREUNDER AND ANY SECURITIES FOR WHICH THIS DEBENTURE IS EXCHANGED ARE SUBJECT TO CERTAIN RESALE RESTRICTIONS PURSUANT TO THE *SECURITIES ACT* (QUÉBEC) AND THE REGULATIONS THEREUNDER AND TO CERTAIN RESTRICTIONS ON TRANSFER PURSUANT TO THE ARTICLES OF THE ISSUER.

FUSION FINANCIAL HOLDING, INC.

**UNSECURED CONVERTIBLE DEBENTURE
BEARING INTEREST OF 12% PER ANNUM
(the “Debenture”)**

Debenture Certificate No. _____ **CDN \$** _____ **OR US\$** _____
*Issuer to complete

1. Promise to pay

- (a) Principal terms of the Debenture. Fusion Financial Holding, Inc. (the “**Issuer**”) acknowledges its obligation and promises to pay to _____ (the “**Holder**”) the amount of \$ _____ CDN/USD (the “**Principal Amount**”) and any unpaid and accrued interest, on the Maturity Date (hereinafter defined) or on any earlier date on which the Principal Amount may become payable according to the terms and conditions set forth herein. The Principal Amount bears interest according to Section 3(a).

2. Reimbursement on Maturity Date

- (a) Maturity Date. The Debentures mature on the Maturity Date and become due and payable with interest if not converted prior to such date. On the Maturity Date, the Issuer shall reimburse the Principal Amount then outstanding on the Debenture, including any capitalized, accrued and unpaid interest thereon up to and including the day prior to Maturity Date.

3. Interest

- (a) Interest and Repayment. The Principal Amount bears interest at an annual rate of 12% per annum (the “**Interest**”), payable on the Maturity Date. Interest shall be payable in cash or common shares, at the option of the Issuer. If the payment is made in common shares, it will be based on a price that is the lowest of either (i) the price per Common Share that will be used by the Issuer to complete its initial public offering (the “**IPO**”) and subsequent listing on a recognized Canadian stock exchange or (ii) a price of \$0.25 per Common Share (collectively referred to as the “**Conversion Price**”).
- (b) Arrears. Any arrears under this Debenture bear interest at the same rate than the Debenture, compounded annually and payable on demand.

4. Conditions Precedent

- (a) The Holder will make the funds available to the Issuer upon certain conditions as follows:
 - (i) Satisfactory review by the Holder and its legal counsel of all material documentation in respect of the Issuer and the Holder's investment in the Issuer;
 - (ii) Execution of a subscription agreement between the Issuer and the Holder with regards to the Debenture;
 - (iii) Compliance by the Issuer in all material respects with all relevant laws and regulations and all material contracts or indebtedness to which the Issuer is subject to, the whole in the normal course of business;
- (b) The conditions contained in this section are inserted for the exclusive benefit of the Holder and may be waived in whole or in part by the Holder at any time.

5. Interpretation

- (a) Whenever used in this Debenture, the following words and terms have the meaning set forth below:
 - (i) "**Business Day**" means any day except Saturday, Sunday or any statutory holiday in the Province of Québec;
 - (ii) "**Common Share**" means a common share in the share capital of the Issuer;
 - (iii) "**Conversion Price**" either (i) the price per Common Share that will be used by the Issuer to complete its initial public offering (the "**IPO**") and subsequent listing on a recognized Canadian stock exchange or (ii) a price of \$0.25 per Common Share;
 - (iv) "**Debenture**" means this debenture certificate together with all schedules thereto;
 - (v) "**Early Conversion**" means the conversion of the Debenture by its Holder prior to the Maturity Date;
 - (vi) "**Exchange**" means the Canadian Securities Exchange or any other recognized Canadian stock exchange on which the Common Shares may be listed for trading at any given time;
 - (vii) "**Event of Default**" shall have the meaning set forth in Section 9(a) hereto;
 - (viii) "**Holder**" shall have the meaning set forth in Section 1(a) hereto;
 - (ix) "**Issuer**" shall have the meaning set forth in Section 1(a) hereto;
 - (x) "**Maturity Date**" means the date that is one (1) year from the date of issuance;
 - (xi) "**Notice of Conversion by the Holder**" means the notice transmitted by the Holder to the Issuer, in accordance with Section 7(a) hereto, in the form set forth in Exhibit A hereto;
 - (xii) "**Person**" means and includes individuals, corporation, limited partnerships, general partnerships, joint stock companies, limited liability companies, joint ventures, associations, companies, trusts, banks, trust companies, pension funds, business trusts or other organizations, whether or not legal entities and governments, governmental agencies and political subdivisions thereof;

- (xiii) “**Principal Amount**” shall have the meaning set forth in Section 1(a) hereto;
- (xiv) “**VWAP**” shall mean the volume weighted average price of the Common Shares of the Issuer on the Exchange;
- (xv) “**Warrant**” shall mean a common share purchase warrant entitling its holder to purchase one Common Share in the share capital of the Issuer at a price of \$0.75 per Common Share for a period of 18 months from the date of issuance.

6. **Debenture to rank *Pro Rata***

- (a) Rank. The Debenture will be direct unsecured obligations and rank with all other unsecured debts and claims on assets and property of the Issuer but ahead of equity holders. Subject to statutory preferred exceptions, this Debenture will participate *pro rata* (based on invested capital) with other unsecured obligations of the Issuer in any liquidation or distribution of assets, shares or other property as a result of any liquidation, or in the case of any qualifying transaction or alternative liquidity event.

7. **Conversion and Forced Conversion**

- (a) Optional Conversion. The Debenture will be convertible at the option of the Holder at any time starting after the closing date and prior to the close of business on the last day prior to the Maturity Date for Common Shares equal to the principal amount of the Debenture plus any and all unpaid interest, divided by the Conversion Price. The conversion amount shall include principal and accrued and unpaid interest (if any) as of the conversion date.
- (b) Early Conversion. Should the Holder elect to exercise its conversion right prior to the Maturity Date, the Holder shall have the option, in its sole discretion, to concurrently convert any and all accrued and unpaid Interest up to, but excluding, the date of the Early Conversion, in full or in part, into Common Shares of the Issuer at the Conversion Price.
- (c) Change of Control. In the event that a Change of Control occurs on a date (the “**Change of Control Date**”) prior to the Maturity Date, the Debenture will be automatically redeemed (unless previously converted) immediately following the Change of Control at par plus any and all accrued and unpaid interest up to, but excluding, the Change of Control Date.
- (d) Forced Conversion. On a prior to the Maturity Date, the Issuer will be entitled to cause the holder of the Debenture to convert the Principal Amount and any accrued and unpaid interest into Common Shares at the Conversion Price should the VWAP of the Common Shares of the Issuer the Exchange, exceeds a price of \$0.50 per Common Share during a ten (10) consecutive business days period (the “**Forced Conversion**”). In addition to the Common Shares to be issued to the Holder in the event of a Forced Conversion, the Holder shall receive, for each Common Share received in the event of a Forced Conversion, one half (1/2) Warrant of the Issuer, each full Warrant entitling the Holder to purchase one Common Share in the share capital of the Issuer at a price of \$0.75 per Common Share for a period of 18 months from the date of issuance.
- (e) Notice by Holder. The Holder’s Optional Conversion is exercisable by the delivery of the Debenture and the Notice of Conversion by the Holder to the Issuer, duly signed and completed by the Holder.
- (f) Agreement. The delivery by the Holder to the Issuer of the Debenture and the Notice of Conversion by the Holder according to Section 7 (e) is deemed to constitute an agreement between the Holder and the Issuer under which: (i) the Holder subscribes for the number of Common Shares that he is entitled to receive by the exercise of the conversion right described hereinabove; (ii) the Holder gives a complete and final release and discharge to the Issuer up to the amount of the Debenture then converted; and, (iii) the Common Shares issued upon conversion of

the Debenture are issued by the Issuer as fully paid and non assessable and freely tradable, subject to the applicable resale restrictions contained in any securities legislation, the whole taking effect at the time the Notice of Conversion by the Holder is received by the Issuer.

- (g) Issuance of certificates. Within five (5) Business Days following the date of the Early Conversion, the date of the Forced Conversion, the Change of Control or the day on which the Notice of Conversion is received by the Issuer, the Issuer shall issue and deliver or have issued and delivered to the Holder or according to the Holder's instructions, one or many share certificates registered to the Holder's name and representing the number of Common Shares the latter is entitled to. The conversion of the Debenture in Common Shares is deemed to have been completed on the date of the Conversion, the date of the Early Conversion, the Change of Control Date or the date of the Forced Conversion or the date on which the Notice of Conversion is received by the Issuer.
- (h) Cancellation of Debenture. The Debenture delivered for conversion in Common Shares shall be cancelled by the Issuer and no Debenture may be issued in replacement of such Debenture.
- (i) No fraction. No fraction of Common Shares shall be issued upon the conversion of the Debenture in Common Shares. If the conversion of the Debenture by the Holder would result in the issuance of a fraction of a Common Share, this fraction shall be rounded to the closest whole number of Common Shares. The Holder shall not be entitled to any compensation should a fraction of Common Share be rounded up to the lowest round number.

8. Covenants of the Issuer

- (a) The Issuer undertakes towards the Holder to:
 - (i) keep available, at any time, for issuance, free of all preemptive rights of subscription or any other rights, a sufficient number of authorized but non-issued Common Shares to comply with the terms of the conversion right related to the Debenture; and
 - (ii) ensure that all Common Shares issued upon the exercise of the conversion right will be duly and validly issued as fully paid and non assessable.

9. Defaults under the Debenture and enforcement

- (a) The Issuer shall be in default if any of the following events occurs (each of these events being referred to as an "**Event of Default**"), namely:
 - (i) the Issuer fails to reimburse the Principal Amount on the Maturity Date;
 - (ii) the Issuer fails to make the payment of any amount owed to the Holder under the terms set forth herein, including interest due on the Principal Amount and the interest on the interest, and this default continues during a five (5) days period after the Issuer has received a notice to this effect;
 - (iii) a breach of any covenant or agreement of the Issuer under the Debenture.
- (b) If an Event of Default occurs, the Holder may, by written notice to the Issuer, require the payment of the Principal Amount and any other amount due hereunder and require the payment, by the Issuer, of any reasonable fees incurred by the Holder to protect his debt and to obtain payment thereof.
- (c) After the payment or the conversion is made, if any, the Issuer shall be released from its obligations under this Debenture. If the Issuer reimburses the Principal Amount, such payment shall be first affected to the payment of any amount due under this Debenture, as interests or

otherwise, and then to the payment of the Principal Amount. The Holder may require the conversion of the Principal Amount, by transmitting a notice having the form of the Notice of Conversion.

- (d) If an Event of Default occurs, the Holder may, at his option, assert his rights by any action, lawsuit, legal recourse or procedure authorized or permitted under the law and may file his evidences or any required or desirable documents to have the Holder's request considered in any winding up or other procedures related to the Issuer.
- (e) The remedies provided herein are cumulative. The exercise of any right or remedy does not prevent the exercise of any other right or remedy and is not exclusive of any remedies provided by law. The single or partial exercise of any right, power or privilege under this Debenture shall not preclude any other or further exercise thereof.
- (f) The failure of a party to enforce any provision of this Debenture shall not constitute a waiver of such provision or the right of such Party to enforce such provision and every other provision.

10. Replacement

Upon receipt of evidence satisfactory to the Issuer of the loss, theft, destruction or mutilation of the certificate representing the Debenture, the Issuer will issue to the Holder a replacement certificate containing the same terms and conditions as such certificate.

11. Information Rights

The Issuer will make available to the Holders within one hundred and twenty (120) days of the fiscal year end, unaudited financial statements of the Issuer as prepared by its external accountant, auditor or other qualified third party services provider. These information rights will terminate upon the conversion or Forced Conversion of the Debenture.

12. General provisions

- (a) Successors and Assigns. The rights under this Debenture shall enure to the benefit of and shall be binding upon the Holder and the Issuer and their respective, legal representatives, successors.
- (b) Legal Tender. Except if otherwise indicated, all the amounts mentioned herein are in legal tender of Canada.
- (c) Governing Laws. This Debenture shall be governed, interpreted and construed by and in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
- (d) No Waiver. Nothing in this Debenture shall be construed as limiting the rights granted to the Holder under the articles of incorporation of the Issuer or otherwise.
- (e) Language. The parties confirm that they have agreed that this Debenture and all documents relating hereto be drafted in English. *Les parties aux présentes confirment qu'elles ont accepté que le présent certificat de même que tous les documents s'y rattachant soient rédigés en anglais.*
- (f) Debenture Holder not a Shareholder. This Debenture grants the Holder no rights as a shareholder of the Issuer, including voting on dividend rights.
- (g) Notice. Any notice hereunder shall be given in good faith, in writing, by process server, courier, registered mail or by any other communication means which gives a proof of its receiving by its recipient, to the Holder at the address set forth on the first page and to the Issuer at the following address:

FUSION FINANCIAL HOLDING, INC.

422 Richards St, Suite 170
Vancouver, BC
Canada V6B 2Z4

With a copy to:

Dunton Rainville LLP, legal counsel to the Issuer
800 Square Victoria Street, 43rd Floor,
Montreal, QC H4Z 1H1
To the attention of: Michel Lebeuf or Vincent Garibaldi

or to any other address that any of the parties listed above may indicate in writing to the other party. These notices shall also be given by hand against receipt. Any notice shall be deemed to be received the day of its delivery, if such delivery has been made before 3:00 p.m. (recipient's local time), otherwise, the notice shall be deemed to be received the next Business Day after its delivery, except if such notice has been sent by registered mail, in such case, it shall be deemed to be received the tenth (10th) Business Day after its mailing.

IN WITNESS WHEREOF, the Issuer has caused this Debenture to be signed by its officer duly authorized in that behalf as of the _____ day of _____, 2018

FUSION FINANCIAL HOLDING, INC.

Per:

Name: Kendell Lang
Title: Chairman

**EXHIBIT A
NOTICE OF CONVERSION BY THE HOLDER**

To: Fusion Financial Holding, Inc. (the “Issuer”)

The undersigned, registered Holder of the Debenture 2018-____, hereby irrevocably elects to convert the Debenture representing _____ \$ into Common Shares of the Issuer according to the terms of the Debenture and requires the Common Shares to be issued and delivered upon the conversion to the following Person.

All terms capitalized and not defined herein shall have the meaning ascribed thereto in the Debenture.

*****COMPLETE ONLY UPON MATURITY DATE**

Date: _____

(Signature of the registered Holder)

(Please write in capital letters the name of the person to whom the Common Shares issued upon the conversion ought to be issued, delivered and registered.)

Name _____

Address _____

City, Province or State, Postal code _____

SCHEDULE C

CANADIAN INVESTOR QUESTIONNAIRE

TO: **FUSION FINANCIAL HOLDING, INC.** (the “**Issuer**”)

RE: Purchase of Debentures of the Issuer

Capitalized terms used in this Canadian Investor Questionnaire (this “**Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Issuer to which this Schedule C is attached.

In connection with the purchase of Debentures by the undersigned or the Disclosed Principal (in either case, the “**Subscriber**”), the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber:

- (i) is purchasing the Securities as principal (or deemed principal under the terms of National Instrument 45-106 – *Prospectus Exemptions* as adopted by the Canadian Securities Administrators (“**NI 45-106**”));
- (ii) (A) is resident in or is subject to the laws of one of the following (check one):
 - Alberta
 - New Brunswick
 - Prince Edward Island
 - British Columbia
 - Nova Scotia
 - Quebec
 - Manitoba
 - Ontario
 - Saskatchewan
 - Newfoundland and Labrador
 - Yukon
 - Northwest Territories
- or
- (B) is resident in a country other than Canada; and
- (iii) has not been provided with any offering memorandum in connection with the purchase of the Securities.

In connection with the purchase of the Securities, the Subscriber hereby represents, warrants and certifies to, and covenants and agrees with, the Issuer that the Subscriber meets one or more of the following criteria:

I. SUBSCRIBERS PURCHASING UNDER THE “ACCREDITED INVESTOR” EXEMPTION

- (a) the Subscriber is not a trust company or trust company registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada, and
- (b) the Subscriber is an “accredited investor” within the meaning of NI 45-106, by virtue of satisfying the indicated criterion below **(YOU MUST PLACE A CHECK-MARK ON THE APPROPRIATE LINE(S))** (*see certain guidance with respect to accredited investors that starts on page 25 below*):
- (i) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
 - (ii) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (i),
 - (iii) 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),
 - (iv) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000 **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS CERTIFICATE)**,
 - (v) 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 **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS CERTIFICATE)**,
 - (vi) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS CERTIFICATE)**,
 - (vii) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS CERTIFICATE)**,
 - (viii) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements **and that has not been created or used solely to purchase or hold securities as an accredited investor**,
 - (ix) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in Sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under Section 2.18 [*Investment fund reinvestment*] of NI 45-106,

who is a founder of the Issuer, and, if a close personal friend or close business associate of such person, has been for _____ (*print number*) years based on the following factors:

(*explain the nature of the close personal friendship or business association*),

- (vii) a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (*print name of person*), who is a founder of the Issuer,
 - (viii) a company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections II(a)(i) to II(a)(vii) above, or
 - (ix) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections II(a)(i) to II(a)(viii) above;
- (b) if the Subscriber is resident in the Province of Ontario or is subject to the securities laws of the Province of Ontario, the Subscriber has provided the Issuer with a signed risk acknowledgement form (*to be provided by the Issuer on request*), and
- (c) if the Subscriber is resident in the Province of Saskatchewan or is subject to the securities laws of the Province of Saskatchewan, and the Subscriber is relying on the indicated criterion as set out in subsections II(iv), II(v) or II(viii) or II(ix), if the distribution is based in whole or in part on a close personal friendship or a close business association, the Subscriber has provided the Issuer with a signed risk acknowledgement form (*to be provided by the Issuer on request*); or

III. SUBSCRIBERS PURCHASING UNDER THE MINIMUM AMOUNT INVESTMENT

- (a) the Subscriber is not an “individual” as that term is defined in applicable Canadian securities laws,
- (b) the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of any other person,
- (c) the Securities have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash at the Closing, and
- (d) the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the prospectus exemption provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Securities.

Definitions

For the purposes of this Questionnaire and Appendix “A” attached to this Questionnaire:

- (a) an issuer is “**affiliated**” with another issuer if:
 - (i) one of them is the subsidiary of the other, or
 - (ii) each of them is controlled by the same person;

- (b) **“control person”** means:
- (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
 - (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,
- and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;
- (c) **“director”** means:
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (d) **“eligibility adviser”** means:
- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (e) **“executive officer”** means, for an issuer, an individual who is:
- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (f) **“financial assets”** means:
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (g) **“foreign jurisdiction”** means a country other than Canada or a political subdivision of a country other than Canada;
- (h) **“founder”** means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;
- (i) **“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;
- (j) **“individual”** means a natural person, but does not include
 - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust, or
 - (ii) a natural person in the person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (k) **“investment fund”** means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (l) **“jurisdiction”** or **“jurisdiction of Canada”** means a province or territory of Canada except when used in the term “foreign jurisdiction”;
- (m) **“non-redeemable investment fund”** means an issuer:
 - (i) whose primary purpose is to invest money provided by its securityholders,
 - (ii) that does not invest
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund;
- (n) **“person”** includes:
 - (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
 - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (o) **“related liabilities”** means:
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets; and
- (p) **“spouse”** means, an individual who:
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or

- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

Guidance On Accredited Investor Exemptions for Individuals

An individual accredited investor is an individual:

- (a) who, either alone or with a spouse, beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$1,000,000;
- (b) whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (c) who, either alone or with a spouse, has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000; and
- (d) who beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$5,000,000.

The monetary thresholds above are intended to create bright-line standards. Subscribers who do not satisfy these monetary thresholds **do not** qualify as accredited investors.

Spouses

Sections (a), (b) and (c) above are designed to treat spouses as a single investing unit, so that either spouse qualifies as an accredited investor if the combined financial assets of both spouses exceed \$1,000,000, the combined net income of both spouses exceeds \$300,000, or the combined net assets of both spouses exceed \$5,000,000. Section (d) above does not treat spouses as a single investing unit.

If the combined net income of both spouses does not exceed \$300,000, but the net income of one of the spouses exceeds \$200,000, only the spouse whose net income exceeds \$200,000 qualifies as an accredited investor.

Financial Assets and Related Liabilities

For the purposes of Sections (a) and (d) above, “**financial assets**” means: (1) cash, (2) securities, or (3) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a subscriber’s personal residence is not included in a calculation of financial assets.

The calculation of financial assets must exclude “**related liabilities**”, meaning: (1) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (2) liabilities that are secured by financial assets.

As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual’s spouse, or both, in any particular instance. However, in the case where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual, there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets:

- physical or constructive possession of evidence of ownership of the financial asset;

- entitlement to receipt of any income generated by the financial asset;
- risk of loss of the value of the financial asset; and
- the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

For example, securities held in a self-directed RRSP for the sole benefit of an individual are beneficially owned by that individual.

In general, financial assets in a spousal RRSP can be included for the purposes of the \$1,000,000 financial asset test in Section (a) above because Section (a) takes into account financial assets owned beneficially by a spouse. However, financial assets in a spousal RRSP cannot be included for purposes of the \$5,000,000 financial asset test in Section (d) above.

Financial assets held in a group RRSP under which the individual does not have the ability to acquire the financial assets and deal with them directly do not meet the beneficial ownership requirements in either Sections (a) or (d) above.

Net Assets

For the purposes of Section (c) above, “**net assets**” means all of a subscriber’s total assets minus all of the subscriber’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets includes the value of a subscriber’s personal residence, and the calculation of total liabilities includes the amount of any liability (such as a mortgage) in respect of the subscriber’s personal residence.

To calculate a subscriber’s net assets under the net asset test, subtract the subscriber’s total liabilities from the subscriber’s total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax is considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security to the subscriber by the Company.

Guidance On Accredited Investor Exemptions for Corporations, Trusts and Other Entities

Accredited investors that are corporations, trusts or other entities include:

- a corporation, trust or other entity, other than an investment fund, that has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000 as shown on its most recently prepared financial statements in accordance with applicable generally accepted accounting principles and that has not been created or used solely to purchase or hold securities as an accredited investor;
- a corporation, trust or other entity in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors; and
- 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.

Net Assets

For the purposes of Section (a) above, “**net assets**” means all of the subscriber’s total assets minus all of the subscriber’s total liabilities. The minimum net asset threshold of \$5,000,000 specified in Section (a) above must be shown on the entity’s most recently prepared financial statements. The financial statements must be prepared in accordance with applicable generally accepted accounting principles.

Guidance on Close Personal Friend and Close Business Associate Determination

A “**close personal friend**” of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and
- (c) the number of “close personal friends” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is:

- (a) a relative,
- (b) a member of the same club, organization, association or religious group,
- (c) a co-worker, colleague or associate at the same workplace,
- (d) a client, customer, former client or former customer,
- (e) a mere acquaintance, or
- (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close personal friend.

A “**close business associate**” is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances,
- (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and

- (d) the number of “close business associates” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is:

- (a) a member of the same club, organization, association or religious group,
- (b) a co-worker, colleague or associate at the same workplace,
- (c) a client, customer, former client or former customer,
- (d) a mere acquaintance, or
- (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close business associate.

General

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and acknowledges that they will survive the completion of the issue of the Securities.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the Securities and that this Questionnaire is incorporated into and forms part of the Agreement. The Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority and acknowledges that such information may be made available to the public under applicable laws.

DATED as of the _____ day of _____, 2018.

Print Name of Subscriber (or person signing as agent of the Subscriber)



By: _____
Signature of Subscriber (or Authorized Signatory)

Print Name and Title of Authorized Signatory (if Subscriber is not an individual)

**APPENDIX “A”
TO CANADIAN INVESTOR QUESTIONNAIRE**

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: Unsecured subordinated convertible debentures of CDN\$10,000 principal amount, due 2019.	Issuer: FUSION FINANCIAL HOLDING, INC. (the “ Issuer ”)
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Purchased from: The Issuer.

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$_____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	

3. Accredited investor status

You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	

<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 		
4. Your name and signature		
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.		
First and last name (please print):		
Signature:		Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON		
5. Salesperson information		
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>		
First and last name of salesperson (please print):		
Telephone:		Email:
Name of firm (if registered):		
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER		
6. For more information about this investment		
<p>For investment in a non-investment fund FUSION FINANCIAL HOLDING, INC. 422 Richards St, Suite 170 Vancouver, BC Canada V6B 2Z4</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>		

SCHEDULE D

UNITED STATES ACCREDITED INVESTOR QUESTIONNAIRE

Capitalized terms used in this U.S. Questionnaire (this “**U.S. Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Issuer to which this Schedule D is attached.

This U.S. Questionnaire applies only to persons that are U.S. Purchasers. A “**U.S. Purchaser**” is (a) any U.S. Person, (b) any person purchasing the Securities on behalf of any U.S. Person, (c) any person that receives or received an offer of the Securities while in the United States, or (d) any person that is in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered.

The Subscriber understands and agrees that none of the Securities have been or will be registered under the 1933 Act, or applicable state, provincial or foreign securities laws, and the Securities are being offered and sold to the Subscriber in reliance upon the exemption provided in Section 4(a)(2) of the 1933 Act and Rule 506 of Regulation D under the 1933 Act for non-public offerings. The Securities are being offered and sold within the United States only to “accredited investors” as defined in Rule 501(a) of Regulation D. The Securities offered hereby are not transferable except in accordance with the restrictions described herein.

The Subscriber represents, warrants, covenants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that:

1. it is not resident in Canada;
2. 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;
3. 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;
4. 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;
5. it (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Securities for an indefinite period of time;
6. if the Subscriber is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please initial on the appropriate lines):

_____ a natural person whose individual net worth, or joint net worth with that person’s spouse, exceeds US\$1,000,000. For purposes of this category, “net worth” means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person’s primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home’s estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home’s fair market value and (ii) any mortgage amount that was borrowed during the 60 day period before the Closing Date for the purpose of investing in the Securities,

_____ a natural person who had an individual income in excess of US\$200,000 in each of the two most recent years, or joint income with their in excess of US\$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year, or

_____ a director or executive officer of the Issuer;

1. if the Subscriber is a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please initial on the appropriate lines):

_____ an organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US\$5,000,000,

_____ a “bank” as defined under Section (3)(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934* (United States); an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the *Investment Company Act of 1940* (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958* (United States); a plan with total assets in excess of US\$5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act of 1974* (United States) whose investment decisions are 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, whose investment decisions are made solely by persons that are accredited investors,

_____ a private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940* (United States),

_____ a trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act, or

_____ an entity in which all of the equity owners satisfy the requirements of one or more of the categories set forth in Section 6 above.

2. 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, internet, television or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
3. if the Subscriber 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:

- a. the sale is to the Issuer,

- b. the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations in which such sale is made;
 - c. the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder and in accordance with any applicable state securities or “blue sky” laws, or
 - d. the Securities are sold in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities, and
4. it has prior to such sale pursuant to subsection (c) or (d) furnished to the Issuer an opinion of counsel of recognized standing reasonably satisfactory to the Issuer, to such effect;
5. 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 1933 Act or applicable U.S. state laws and regulations, the certificates representing the Securities, and all securities issued in exchange therefor or in substitution thereof, will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF FUSION FINANCIAL HOLDING, INC. (THE “ISSUER”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT OR (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 OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

6. Delivery of certificates bearing such a legend may not constitute “good delivery” in settlement of transactions on Canadian stock exchanges or over-the-counter markets. If the Issuer is a “foreign issuer” with no “substantial U.S. market interest” (all within the meaning of Regulation S under the 1933 Act) at the time of sale, a new certificate, which will constitute “good delivery”, will be made available to the purchaser upon provision by the Subscriber of a declaration together with such other evidence of the availability of an exemption as the Issuer or its transfer agent may reasonably require;
7. it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition 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 Subscriber’s acquisition or disposition of the 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;
8. it understands and agrees that the financial statements of the Issuer have been prepared in accordance with International Financial Reporting Standards, which differ from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

9. it consents to the Issuer making a notation on its records or giving instructions to any transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this U.S. Questionnaire and the Agreement;
10. it is resident in the United States of America, its territories and possessions or any state of the United States or the District of Columbia (collectively the “**United States**”), is a “U.S. Person” as such term is defined in Regulation S or was in the United States at the time the Securities were offered or the Agreement was executed;
11. it understands that the Issuer has no obligation to register any of the Securities or to take action so as to permit sales pursuant to the 1933 Act (including Rule 144 thereunder); and
12. it understands and acknowledges that the Issuer is not obligated to remain a “foreign issuer”.

The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Securities.

Dated _____, 2018.



Signature of individual (if Subscriber is an individual)



Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)



SCHEDULE "E"

FOR COMPLETION BY ALL SUBSCRIBERS
INFORMATION REGARDING THE SUBSCRIBER

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

1. **Security Holdings.** The Subscriber and all persons acting jointly and in concert with the Subscriber own, directly or indirectly, or exercises control or direction over (provide additional detail as applicable):

***Section 1. to be completed by Issuer
_____ Shares of Fusion Financial Holding, Inc. (the "**Issuer**") and/or the following other kinds of shares and convertible securities (including but not limited to convertible debt, warrants and options) entitling the Subscriber to acquire additional Shares or other kinds of securities of the Issuer:

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

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

- Is an "Insider" of the Issuer, by virtue of being:
- (a) a director or senior officer of the Issuer;
 - (b) a director or senior officer of a company that is an Insider or subsidiary of the Issuer;
 - (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Issuer carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting shares;
 - (d) the Issuer itself if it holds any of its own securities.

Is not an Insider of the Issuer.

3. **Pro Group Status.** The Subscriber either:

- Is a Member of the "Pro Group", which is defined in the Rules of the Exchange as either individually or as a group:
- 1. the member (i.e. a member of the Exchange under the Exchange requirements);
 - 2. employees of the member;
 - 3. partners, officers and directors of the member;
 - 4. affiliates of the member; and
 - 5. associates of any parties referred to in subparagraphs 1 through 5;

Is not a member of the Pro Group.

Dated at _____ this _____ day of _____, 2018.
(Location)

(Name of Subscriber – please print)

(Telephone Number of Subscriber)

(e-mail address)



(Signature of Subscriber or Authorized Signatory, as applicable)

(If applicable, print name of Authorized Signatory and Office)