

Investment Agreement 投資協議

This Investment Agreement (the "Agreement") was undertaken by the two Parties on the 4 day of December in the year 2018 in Taipei.

雙方將於 2018 年 12 月 4 日，於 Taipei (地點) 簽署本投資協議 (以下簡稱 "協議")。

The Agreement is between:

簽署本協議之雙方為：

Perisson Petroleum Corporation (stock code TSXV: POG) abbreviated as the "Corporation" for all below references.

佩里森石油公司 (股票代碼 TSXV: POG)，以下簡稱為 "企業"。

Registered address as 註冊地址:

Suite 1250, 639 - 5 Avenue SW, Calgary, Alberta, Canada T2P 0M9

1250 室，639 號，西南第五大道，卡爾加里市，阿爾伯塔省，加拿大

郵遞區號：T2P 0M9

Tel 聯繫號碼：+1-403-800 0042,

Email 電子郵件：bperry@perisson.com

Lan-cheng Westcity LP, abbreviated as the "Purchaser" for all below references.

開曼蘭丞西都基金，以下簡稱為 "買方"。

[REDACTED]

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1. SUMMARY 總覽

- 1.1. The Corporation is a legitimate public company listed on the TSX Venture Exchange and is established and registered in Alberta, Canada. The Corporation has the right to sign and execute this Agreement's rights and actions. The Corporation has significant business experience and has successfully deployed capital in the fields of petroleum, petroleum extraction and development;

被投資企業是一間在加拿大阿爾伯塔省成立註冊的公司，並在多倫多證券交易所創業板合法上市。該企業有權簽署本協議，並執行相關權利及義務。該公司擁有豐富的石油行業經驗，並已對石油開采及開發展開資金佈署。

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- 1.2. The Purchaser is an investment fund that is interested in acquiring common shares of the Corporation; and

買方是一個投資基金，有意收購該企業的普通股股權；和

- 1.3. The Purchaser has completed due diligence on the Corporation and its prospective projects and opportunities and has decided to proceed with an investment in the Corporation.

買方已完成對企業及其未來發展項目的盡職調查，並已決定繼續對該企業進行投資。

- 1.4. Therefore, the Purchaser agrees to proceed with an investment to purchase common shares of the Corporation with the following terms:

因此，買方同意以下列條款進行投資，購買企業的普通股：

- 1.4.1. Investment amount from the Purchaser is up to USD \$50 million.

買方的投資金額為 5,000 萬美元。

- 1.4.2. On closing, up to 52,403,562 common shares of the Corporation will be issued.

交割完成後，將發行 52,403,562 股普通股。

- 1.4.3. Price per common share of the Corporation is approximately USD \$0.95413.

每股普通股價格約為 0.95413 美元。

- 1.4.4. On closing, the Purchaser will receive a Put Option for each common share received, a ("Unit" Share).

交易結束後，買方本次所購買的原始普通股，每股份將取得相對應的贖回選擇權。

- 1.4.5. Each Put Option entitles the Purchaser to receive a refund of the Offering Price and 2.5% interest of principle per year from the Corporation in exchange for the return of a Unit Share of the Corporation after the fifth anniversary of the date of the common shares issued under this Agreement, for a period of 90 days.

買方所購買的原始普通股所擁有的每一贖回選擇權，均有權要求企業在本協議簽定滿五年後的 90 日內以發售價格外加每年 2.5% 利息購回其股份。

- 1.4.6. A deposit is to be advanced by the Purchaser to the Corporation on or before December 21, 2018 and will be held in trust by legal counsel to the Corporate or as jointly agreed.

買方將在 2018 年 12 月 21 日或之前向企業支付押金，並存入由企業法律顧問或雙方共同監管的信託帳戶中。

- 1.4.7. Closing of the Offering will be on or before February 1, 2019.

本交易將於 2019 年 2 月 1 日或之前完成。

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- 1.4.8. Funds from the Offering will be held in trust and released as agreed jointly by the Purchaser and the Corporation to acquire oil and gas assets including related acquisition costs or to be used as jointly agreed.

募集的資金將存入信託帳戶中，並按買方與企業約定之用途，用以收購油氣資產（包括相關的收購成本），或在雙方同意之下作為其他使用。

- 1.5. The Corporation will 企業之責任:

- 1.5.1. Place 75% of field level cashflow from oil and gas assets acquired from this Agreement into an escrow account as collateral for buying additional properties or to secure the Put Option;

由於簽定本協議所購置油氣資產所產生的 75% 的現金流應存入託管帳戶中，作為購置額外資產或贖回選擇權的擔保。

- 1.5.2. The Purchaser and the Corporation must jointly approve any cash movement from the escrow account if to be used for anything other than payment of exercised Put Options; and

除買方行使贖回選擇權時，買方和企業必須共同批准託管帳戶的任何支出；

- 1.5.3. Establish oil price protection with forward sales contracts or other available methods if prices exceed \$80.00 per barrel or as agreed by both parties to be in the best interest of the Corporation.

如果每桶油價超過 80.00 美元或經雙方同意屬對公司最有利之價格，將通過遠期銷售合同或其他可用方法穩定銷售油價。

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[illegible]

信託帳戶的解鎖及贖回選擇權的取消

如果企業達到以下任何一項，則第 1.6 節中列出須完成事項之時間表將不再適用，信託帳戶將不再被鎖定，本次交易所認購股份的贖回選擇權也將被取消

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年度財務報表之 EBITDA (扣除利息、稅項、折舊和攤銷前的利潤) 超過 1 億加元；或

1.7.1.3. Net asset value in excess of CAD \$1.0 billion.

淨資產價值超過 10 億加元。

- 1.8. Based on the above, the Corporation and the Purchaser will work together based on the principles of truthfulness, trusting, and fair and mutual-benefits but also based on a friendly business protocol. Both Parties desire to achieve a broad and close strategic cooperative partnership, and will obey all related laws, and rules of law, and will abide by commitments.

基於以上所述，企業和買方將基於誠實、信任、公平和互利的原則共同合作，同時也基於友好的商業協議，雙方都希望成為廣泛而密切的戰略合作夥伴關係，並遵守所有相關法律和法規及承諾。

- 1.9. The date of the Agreement is the date first mentioned in the Agreement.

協議日期是協議中首次提及的日期。

2. CONFIDENTIALITY 保密

- 2.1. Both Parties guarantee to keep confidential all information and documents (including this Agreement's content, business running information, supplier information, financial information, product technological information and other information) which are obtained outside channels during discussion, signing, and executing this Agreement with strict protection. Without the information publisher's consent, the other Party shall not reveal commercial secrets all or partial content to any third party.

雙方保證在討論、簽署和執行本協議的期間，嚴格對所有資訊和文檔進行保密（包括本協議的內容、業務運行資訊、供應商資訊、財務資訊、產品技術資訊和其他資訊）。未經資訊發布者的同意，另一方不得向任何協力廠商透露商業機密的全部或部分內容。

- 2.2. This confidentiality obligation will not be terminated; or relieved by changes or termination of this Agreement.

保密義務不會因為本協議更改或終止而停止或解除。

- 2.3. This Agreement is signed by both parties 'authorized personnel on the date and place as listed.

本協議由雙方之被授權人在所列日期和地點簽署。

3. THE OFFERING 發售

- 3.1. The Purchaser hereby agrees to purchase, and the Corporation agrees to issue and sell to the Purchaser up to 52,403,562 units of the Corporation ("Units") at an approximate price of USD \$0.95413 per Unit (the "Offering Price"), for aggregate gross proceeds of up to USD \$50,000,000, upon and subject to the terms and conditions hereof. Each Unit shall consist of one Common Share (as defined herein) of the Corporation (a "Unit Share") and one non-transferrable put option (the "Put Option"). Each Put Option entitles the Purchaser to receive a

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refund of the Offering Price and 2.5% interest of principle per year from the Corporation in exchange for the return of a Unit Share of the Corporation after the fifth anniversary of the date of the Unit Share issued under this Agreement, for a period of 90 days.

買方及企業對本交易達成共識，根據本協議的條款，買方以每股 0.95413 美元之價格（以下簡稱“發售價”）購買企業 52,403,562 份額（以下簡稱“份額”），總金額為 5,000 萬美元。每份額應由企業的一股普通股（以下簡稱“股份”）和一份不可轉讓的贖回選擇權（以下簡稱“贖回選擇權”）組成。買方本次所購買的原始普通股之贖回選擇權均可要求企業在本協議簽定滿五年後的 90 日內以發售價格外加每年 2.5% 利息購回其股份。

- 3.2. The offering of the Units by the Corporation described in this Agreement is hereinafter referred to as the "Offering". As the context may require, references herein to "Units" shall include the "Put Options".

本協議中描述的公司份額發行在下文中稱為“發行”。根據上下文之內容，“份額”應包含“贖回選擇權”。

4. DEFINITIONS 定義

- 4.1. In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

在本協議中，除上述或本協議其他地方定義的條款外，下列條款具有以下含義：

- 4.2. "Agreement" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

「協議」係指依據企業接受的發行條款而產生的協議；

- 4.3. "Business Day" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver;

「營業日」係指在溫哥華當地，除週六日或法定及公民假日的日子；

- 4.4. "Canadian Securities Regulators" means the applicable Canadian securities commission or securities regulatory authority;

「加拿大證券監管機構」係指所適用的加拿大證券委員會或證券監管機構；

- 4.5. "Closing" means the closing of the purchase and sale and the issuance by the Corporation of the Units;

「交易截止」係指結束購買、出售以及發行企業之份額；

- 4.6. "Closing Date" means February 1, 2019 or such other date as agreed to by the Corporation and the Purchaser;

「交易截止日」係指 2019 年 2 月 1 日或企業與買方雙方同意之其他日期；

- 4.7. "Closing Time" means 10:00 a.m. (Calgary time) on the Closing Date, or such other time as the Corporation and the Purchaser may agree;

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「交易截止時間」係指交易截止日的上午 10 點（卡爾加里時間），或企業與買方雙方同意的其他時間；

- 4.8. "Common Shares" means the class A common shares in the capital of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

「普通股」係指在本協議規定日期內，企業所發行之屬公司資本中的 A 類普通股；

- 4.9. "Disclosure Documents" means, collectively, any information provided on the Corporation's website and all agreements, records, corporate documentation, financial, marketing, regulatory, sales and operational information provided by the Corporation to the Purchaser;

「披露檔」係是指企業網站上提供的任何資訊，以及企業向買方提供的所有協議、記錄、公司檔、財務、營銷、監管、銷售和運營等信息；

- 4.10. "Exemptions" means the exemptions from the prospectus or registration requirements of the Securities Laws as contemplated in the form of Subscription Agreements;

「豁免」係指以認購協議的形式豁免於招股章程或證券法的登記規定；

- 4.11. "Financial Statements" means the unaudited consolidated interim financial statements of the Corporation as at September 30, 2018 and the notes thereto, consisting of consolidated statements of financial position and the accompanying consolidated statements of operations and comprehensive loss, consolidated statements of cash flows and consolidated statements of shareholders' equity of the Corporation and all notes in respect thereof;

「財務報表」係指本公司截至 2018 年 9 月 30 日之未經審核的綜合財務報表及其附註，包括資產負債表、損益表、現金流量表、股東權益表及相關附註；

- 4.12. "Governmental Authority" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

「政府機構」係指（a）國際性的聯邦、省、州、地區、市政、地方或其他政府；國內外政府或公共部門、中央銀行、法院、仲裁庭、仲裁機構、事務處或專業行政機構，（b）前述所屬的分支機構、代理機構、委員會、董事會或權力機構，或（c）任何準政府或私人機構、根據或為上述機構行使監管、徵收或徵稅的機構，及證券交易所或其他自我監管機構，也包括證券監管機構；

- 4.13. "knowledge", where any representation or warranty contained in this Agreement is expressly qualified by reference to the "knowledge" of the Corporation, or where any other reference is made herein to the knowledge of the Corporation (or similar phrases), shall be deemed to refer to the actual knowledge, after due enquiry, of the Chief Executive Officer and Chief Financial Officer of the Corporation;

「知識」凡在本協議中明確提及為參考企業“知識”的陳述或保證時，或者對企業的知識（或類似短語）進行引用時，應向企業行政總裁及財務總監驗證後才可被視為確切的知識；

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- 4.14. "Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines of any Governmental Authority, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used, whether applicable in Canada or the United States or any other jurisdiction; and "Law" means any one of them. Notwithstanding the foregoing, the definition of Laws excludes any U.S. federal laws, statutes, codes, ordinances, decrees, rules, regulations which apply to the production, trafficking, distribution, processing, extraction, and/or sale of marijuana (cannabis) and related substances;

「法律」係指所有法律、法規、條例、法令、規則、市政法規、司法/仲裁/行政/監管判決、命令、判決、裁決、政策、自願限制、政府機構的準則、或上述任何規定（包括普通法、民法及公平性一般原則）均對本文中提及的個體具有約束力或影響，無論在加拿大、美國或任何其他管轄區，「法律」均適用。儘管有上述規定，法律的定義不包括美國聯邦法律適用於大麻及相關產品的生產、販運、分銷、加工、提取、和/或銷售等相關事項的任何法規、條例、法令、規則。

- 4.15. "Letter Agreement" means the memorandum of understanding dated August 21, 2018, between the Purchaser and the Corporation relating to the Offering;

「合作協議書」係指買方與企業於 2018 年 8 月 21 日所決議有關發售事項所簽訂的合作備忘錄；

- 4.16. "Material Adverse Effect" or "Material Adverse Change" means any effect or change on the Corporation or its businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation and its businesses, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement;

「重大不利影響」或「重大不利變動」係指可合理預期企業或其業務之影響或變化將會對經營業績、財務狀況、資產、財產、資本、負債（或有或其他負債）、現金流量、收入或業務運營產生重大不利影響，也就是，在簽定本協議和開始預期交易事項後，該影響或變化將對完成本協議及其擬進行的交易產生重大不利；

- 4.17. "misrepresentation", "material fact", "material change", "affiliate", "associate", and "distribution" shall have the respective meanings ascribed thereto in the *Securities Act* (Alberta);

「虛假陳述」、「重大事實」、「重大變更」、「關聯公司」、「聯營公司」和「分配」應以阿爾伯塔省證券法之定義為準；

- 4.18. "Offering" means the offering of the Units pursuant to this Agreement;

「發售」係指根據本協議發售份額；

- 4.19. "person" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

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「個體」應廣泛解釋，包括任何個人、公司、合夥企業、有限責任公司、合資企業、協會、信託或其他法律實體；

4.20. "Purchasers" means the purchasers of Units pursuant to the Offering;

「買方」係指購買發售份額的出資方；

4.21. "Selling Jurisdictions" means, collectively, those jurisdictions outside Canada and the United States that are agreed to by the Purchaser and the Corporation;

「銷售管轄權」係指經買方及企業同意之在加拿大和美國以外的司法管轄區；

4.22. "Securities" means the Units, Put Options and Common Shares;

「證券」係指份額，贖回選擇權及普通股；

4.23. "Securities Laws" means, unless the context otherwise requires, all applicable securities laws in each of the Selling Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

「證券法」除文中另有所指，其係指各銷售管轄區內所有適用的證券法及其下相關法規，同時包括這些司法管轄區的證券監管機構所適用之公佈費用表、規定表格、政策聲明、命令，總括裁決和其他監管文書。

4.24. "Securities Regulators" means, collectively, the Canadian Securities Regulators;

「證券監管機構」係指加拿大證券監管機構；

4.25. "Subscription Agreements" means the subscription agreements in the form previously agreed to between the Corporation and the Purchaser, between a Purchaser and the Corporation under which the Purchaser agrees to purchase Units upon the terms and conditions contained therein;

「認購協議」係指買方及企業先前所達成的認購協議，在雙方的協商之下，買方同意根據該協議中所載的條款及條件購買份額。

4.26. "United States" or "U.S." means the United States of America, its territories and possessions, and

「美國」係指美利堅合眾國，包含其領土和財產；以及

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

「美國證券法」係指於 1933 年修正的美國證券法。

5. TERMS AND CONDITIONS 條款和條件

5.1. The Purchaser covenants and agrees that in accordance with the terms and conditions of this Agreement, the Purchaser is in compliance with Securities Laws and is either:

根據本協議的條款和條件，買方同意遵守證交法，並且是：

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- 5.1.1. a resident in one of the Selling Jurisdictions who meets the requirement of one of the Exemptions; or

其中一個銷售管轄區的居民，且符合其中一項豁免的要求；或者

- 5.1.2. a resident of a jurisdiction outside of Canada and the United States for whom an Exemption is available for the sale of Units to such person and for whom the Corporation will not be required to prepare any documents, make any foreign filings, or take any further steps and procedures to permit the issue and sale of the Units to such Purchaser to be made in compliance with the laws of the jurisdiction in which the Purchaser is resident.

在加拿大和美國以外的司法管轄區的居民，向其出售份額可獲得豁免，並且企業無需為其準備任何檔，提出任何外國申請或採取任何進一步措施和程式向該買方發行和出售份額，以符合買方所在司法管轄區的法律。

- 5.2. Neither the Corporation nor the Purchaser will: (i) provide to prospective investors any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws; provided, however, that the Corporation prepared and provided a presentation to potential investors (including potential investors in the Province of Ontario), and the Corporation will file such presentation within 10 days of the Closing Date with the Ontario Securities Commission as required by Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Units, including but not limited to, causing the sale of the Units to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Units whose attendees have been invited by general solicitation or advertising.

企業或買方均不會：(i) 向潛在投資者提供構成證券法所界定的備忘錄相關的任何檔或其他材料資訊；但是，企業已經準備並向潛在投資者（包括安大略省的潛在投資者）提供了一份報告，企業將在交易截止日期後 10 天內根據證券法的要求向安大略省證券委員會提交此類報告；或 (ii) 就有關份額的要約及出售而進行任何形式的一般招攬或一般廣告，包括但不限於在任何報章、雜誌、印刷公眾媒體、一般和定期付費發行的印刷媒體或類似媒介上刊登有關出售份額的廣告，通過廣播、電視或電信廣播，包括電子顯示，或通過一般招攬與廣告邀請與會者，舉辦任何與份額要約及出售相關的研討會或會議。

- 5.3. The Purchaser acknowledges that none of the Securities have been or will be registered under the U.S. Securities Act or the securities laws of any state of the United States.

買方承認，根據美國證券法或美國任何州的證券法，上述證券均未已經或將會被註冊。

6. SUBSCRIPTIONS 認購

- 6.1. The Purchaser will deliver to the Corporation, a minimum of 24 hours before the Closing Time a duly completed and executed Subscription Agreement. The Corporation will duly execute and deliver the Subscription Agreement at the Closing Time and will comply with and satisfy all terms, conditions and covenants therein to be complied with or satisfied by the Corporation.

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買方應於交易截止日前至少 24 小時內向企業交付正式簽定的認購協議。當企業正式簽定並交付認購協議後，將遵守及履行協議中之所有條款及條件，並完成或滿足其承諾。

7. FILINGS WITH THE SECURITIES REGULATORS 向證券監管機構提交之文件

- 7.1. The Corporation will, within ten (10) days of the Closing Date, file with the Canadian Securities Regulators any report required to be filed by Securities Laws in connection with the Offering, in the required form and provide the Purchaser's counsel with copies of the report or reports.

公司應在交易截止日後 10 天內向加拿大證券監管機構提交證券法所要求與發行有關的制式報告，並同時向買方提供報告副本或正本報告。

8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION 企業的陳述、保證和承諾

- 8.1. The Corporation represents, warrants and covenants to and with the Purchaser that:

企業向買方保證和承諾：

- 8.1.1. Incorporation and Organization: The Corporation has been incorporated and is a valid and subsisting corporation under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof;

企業之設立登記和組織架構：企業已經完成設立登記，是一個合法存續的公司，根據其設立管轄區的法律，該企業對正在進行中或擬進行的業務具備相關權力和能力，並妥善運用其擁有或租賃財產和資產；

- 8.1.2. Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of the date hereof, 892,906,507 Common Shares are issued and outstanding as fully paid and non-assessable shares;

法定資本：本企業獲授權無限量發行普通股，截至本公告日期，已發行 892,906,507 股普通股，並已繳足股本且毋須課稅；

- 8.1.3. Subsidiaries: The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations;

分支機構：對於持有任何資產或從事任何業務的公司，本企業並無實益擁有或控制其 10% 或以上的表決權股份；

- 8.1.4. Listing: The Common Shares are listed and posted for trading on the TSX Venture Exchange in Canada;

上市：普通股已在加拿大多倫多證券交易所創業板上市交易；

- 8.1.5. Certain Securities Law Matters: The Corporation is a reporting issuer or the equivalent in the Canadian provinces of British Columbia, Alberta, Ontario, and Quebec, and is not in default of any material requirement of the Securities Laws of any jurisdiction;

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某些證券法事項：本企業是加拿大不列顛哥倫比亞省，阿爾伯特省，安大略省和魁北克省的報告發行人或同等機構，且不違反任何司法管轄區的證券法的重要要求；

- 8.1.6. No Shareholders Agreement: No shareholders agreement or similar agreement affecting the business, affairs or governance of the Corporation or the rights of shareholders of the Corporation (including, without limitation, the ability of such shareholders to transfer or vote their shares of the Corporation) exists;

無股東協議：沒有可影響公司營運及相關事務、企業治理或企業股東權利（包括但不限於股權轉讓或對企業之投票權）的股東協議或相類似協議存在；

- 8.1.7. No Pre-emptive Rights: The issue of the Securities will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject;

無優先認購權：企業發行之證券或以企業為主體發行之證券不受任何優先認購權或其他合約之權利約束；

- 8.1.8. Issue of Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery (in definitive form or electronic form) of certificates representing, the Unit Shares and Put Options;

發行證券：在所有必要程式完成後或交易截止後，授權發行、銷售並交付（以最終形式或電子形式）股份及贖回選擇權的證明文件。

- 8.1.9. Resale Restrictions: The Purchaser agrees that the Unit Shares will be subject to a restricted 4 month hold period from Closing in compliance with National Instrument 45-102 – Resale of Securities ("NI 45-102");

轉售限制：根據 NATIONAL INSTRUMENT 45-102 - 證券轉售（以下簡稱“NI 45-102”），買方同意在交易截止後，其持有之股票將有 4 個月的閉鎖期限制。

- 8.1.10. Consents, Approvals and Conflicts: None of the offering and sale of the Securities, the execution and delivery of this Agreement, the Subscription Agreements or the Warrants, the compliance by the Corporation with the provisions of this Agreement or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Securities upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Purchaser with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Selling Provinces and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation is a party or by which it or any of the properties or assets thereof is bound, or the articles or any other constating document of the Corporation or any resolution passed by the directors (or any committee thereof) or shareholders thereof, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or

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securities regulatory authority applicable to the Corporation or any of the properties or assets thereof;

同意，批准和衝突：證券發行和出售，本協議、認購協議或認股權證的執行和交付，本協議的條款的遵守或本協議的交易的完成，其中包括但不限於根據本協議規定的條款和條件發行證券，均不會或將不會 (i) 在買方遵守本協議規定的情況下，要求任何政府機構、法院、證券交易所、證券監管機構或其他人的同意、批准、授權、命令或協議、註冊或資格，除了 (A) 已經或將在交易截止日期內獲得，或 (B) 根據任何銷售省份的證券法的規定，需在截止日期前獲得；或 (ii) 與任何規定相衝突或導致任何違約，企業為任何契約、抵押、信託契約，租賃或其他協議的其中一方，或其任何財產或資產受其約束，或企業任何其他有關檔，或董事（或其任何委員會）、股東或公司章程通過的任何決議，或適用於企業或其任何財產的法院、政府權力機構、仲裁員、證券交易所或證券監管機構的任何法令或判決、命令、規則、政策或法規；

- 8.1.11. Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement, the Subscription Agreements, the Warrants and the Compensation Options and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereunder and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, this Agreement, Subscription Agreements, the Warrants and the Compensation Options and to observe and perform its obligations under this Agreement, the Warrants and the Compensation Options in accordance with the provisions thereof including, without limitation, the issue of the Securities upon the terms and conditions set forth herein;

權力和授權：本企業擁有簽訂本協定、認購協定、認股權證和補償期權所需的一切必要的企業權力和能力，並按照本協議條款，執行並交付本協定及本協定項下要求的所有行為和事項，以及本企業應執行、遵守、履行或執行的所有檔，並根據本協定和本協定項下的條款在截止日前交付所有檔。企業採取一切必要行動去授權本協定、認購協定、權證和補償期權的簽署、交付和履行其在本協議項下的義務，並按照本協議的規定遵守和履行其在本協議項下的義務、權證和補償期權，包括但不限於按照本協議規定的條款和條件發行證券；

- 8.1.12. No Material Adverse Change: Since August 21, 2018, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change;

無重大不利變化：自 2018 年 8 月 21 日以來，未發生任何重大不利變化，且沒有任何事件或可合理預期會導致重大不利變化之事件發生；

- 8.1.13. Validity and Enforceability: This Agreement and the Subscription Agreements have been authorized, executed and delivered by the Corporation and constitute valid and legally binding obligations of the Corporation enforceable against the Corporation in accordance with their terms and the Put Options will be authorized, executed and delivered by the Corporation on or prior to the Closing Date and will each constitute a valid and legally binding obligation of the Corporation enforceable against the

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Corporation in accordance with its respective terms, except in any case as enforcement of such agreements may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law;

有效性和可執行性：本協議和認購協議已由企業授權、執行和交付，並構成企業有效且具有法律約束力的義務，根據其條款可強制執行，並且在截止日期或之前企業將會授權、執行和交付贖回選擇權，各自構成可強制執行的有效且具有法律約束力的義務，但在某些情況下除外，此類協議的執行可能受到與債權人權利有關或影響債權人的權利相關的破產、重組、凍結和其他法律的限制，以及在尋求公平補救措施時適用公平原則的限制，以及賠償、出資和棄權的權利以及切斷無法執行的能力這一事實的限制，條款可能受適用法律的限制；

- 8.1.14. Disclosure Documents: The Disclosure Documents do not contain any misrepresentations, do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, are not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Corporation which the Corporation has not disclosed to the Purchaser which results in a Material Adverse Effect, or so far as the Corporation can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement;

披露檔：披露檔不包含任何虛假陳述，不包含對實質性事實的不實陳述，或省略陳述其中必須陳述的重要事實，或根據其在所處情況下做出的陳述沒有誤導性，這些檔共同構成對企業有關的所有重要事實的完整、真實和明確的披露，並且不包含任何關於重大事實的不實陳述或省略要求在其中聲明或必要的重要事實。根據其作出的具體情況，在其中沒有作出誤導性陳述。企業沒有尚未向買方披露的導致重大不利影響的事實，或企業可合理預見會產生重大不利影響或對企業履行本協議規定的義務的能力造成重大不利影響的事實；

- 8.1.15. No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened;

沒有停止交易指令：沒有任何阻止、停止或暫停交易企業任何證券，或禁止企業發行和銷售證券的指令已經發行和待發行，並且沒有提起任何此類目的的訴訟程式，或據本企業所知的待決，計畫或威脅；

- 8.1.16. Accounting Controls: The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of

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the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of the financial statements for the Corporation in conformity with International Financial Reporting Standards (IFRS) and to maintain asset accountability; (iii) that access to assets of the Corporation is permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation is compared with the existing assets of the Corporation at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements;

會計控制：企業維持一個足以提供合理保證的內部會計控制系統：(i) 交易是根據企業管理層或董事的一般或特定授權完成的；(ii) 對交易進行必要的記錄，以便按照國際財務報告準則（IFRS）編制公司財務報表，並保持資產責任；(iii) 只有根據企業管理層或董事的一般或特定授權，才可獲取企業資產；(iv) 將企業記錄的資產責任以合理的時間間隔與企業的現有資產進行比較，並就其中的任何差異採取適當的行動；(v) 防止或及時發現對企業財務報表或中期財務報表可能產生重大影響的未經授權收購、使用或處置企業資產的行為；

- 8.1.17. Financial Statements: The Financial Statements and all notes will be, when completed, prepared to, (i) comply as to form in all material respects with the requirements of the applicable Securities Laws, (ii) present fairly, in all material respects, the financial position of the Corporation and its financial performance and its cash flows and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) be in accordance with Canadian Accounting Standards for Public Companies, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation. The Financial Statements accurately reflect, or will accurately reflect, when completed, the financial position of the Corporation as at the date thereof and no material changes in such position have taken place since the date thereof, save in the ordinary course of the Corporation's business;

財務報表：財務報表及其所有附注在完成後需 (i) 在所有重大方面遵守適用證券法的要求，(ii) 在所有重大方面公平地呈現，企業的財務狀況、財務業績及其現金流，以及據稱在其適用的各自日期及其所適用的期間內顯示的其他資訊，(iii) 符合加拿大上市公司會計準則，在整個報告期內適用，並且在所有重大方面公平列報這些期間所需的一切調整，以及 (iv) 包含和反映所有合理預期的負債，費用和損失的適當撥備或津貼。財務報表準確反映或將準確反映企業在其完成日期的財務狀況，除在企業業務的正常過程中，自該日起至今未發生重大變更；

- 8.1.18. Changes in Financial Position: Since September 30, 2018, other than as disclosed to the Purchaser, the Corporation has not:

財務狀況變動：自 2018 年 9 月 30 日起，除向買方披露外，企業未：

- 8.1.18.1. paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;

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支付、宣派任何股息、產生任何重大資本開支或作出任何承諾;

- 8.1.18.2. incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and

發生任何義務和責任，直接或間接，或有或其他，但在日常業務過程中除外;和

- 8.1.18.3. entered into any material transaction or made a significant acquisition;

進行任何重大交易或進行重大收購;

- 8.1.19. Insolvency: The Corporation has not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it;

破產: 企業未在任何法院或根據任何法律提出破產行為或向債權人尋求保護，向債權人提出妥協或協議，採取任何妥協或協定的程式，任何訴訟宣告破產或清盤，任何程式要求接管人指明其任何資產，有任何人持有任何產權負擔、留置權、抵押、質押、產權保留協議或其他擔保權益，或接管人佔有其任何財產，對其財產的任何部分可執行或處以強制執行或徵收，或有任何請求破產的接收令;

- 8.1.20. Applicable Laws: The Corporation has complied and will comply in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including all relevant Laws and regulations of the production and sale of marijuana and related products as applicable to the jurisdictions in which each of the Corporation conducts business in all matters relating to the Offering and the Issuance of the Corporation's securities thereunder;

適用法律: 企業已遵守並將在所有重要方面遵守所有適用的企業和證券法律、行政政策和指示的要求，包括適用於司法管轄區的大麻及相關產品的生產和銷售的所有相關法律和法規，該司法管轄區適用於本企業在該司法管轄區經營與本企業證券的發行及有關的一切事宜;

- 8.1.21. No Contemplated Changes: The Corporation has not approved or has entered into any agreement in respect of, or has any knowledge of:

沒有預期變更: 企業未就以下方面的任何協議批准或已經達成任何協議:

- 8.1.21.1. the purchase of any material property or assets or any interest therein or, other than as disclosed to the Purchaser, the sale, transfer or other disposition of any material property or assets or any interest therein

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currently owned, directly or indirectly, by the Corporation whether by asset sale, transfer of shares or otherwise;

未向買方披露，購買任何重大財產或資產或其中的任何權益，或出售、轉讓或以其他方式處置企業目前直接或間接擁有的任何重大財產或資產或其中的任何權益；

- 8.1.21.2. the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or otherwise) of the Corporation; or

控制權變更（通過出售或轉讓股份或出售企業的全部或幾乎所有財產和資產或其他方式）；或者

- 8.1.21.3. a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Corporation;

任何股東直接或間接擁有企業 10% 或以上股份的擬議或計劃處置股份；

- 8.1.22. Taxes and Tax Returns: The Corporation has filed and will file in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and the Corporation is not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation which could result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation have withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation;

稅收和納稅申報表：企業已及時提交並將及時提交所有必要的納稅申報單和通知，並已在本合同日期之前的所有納稅年度內支付了所有適用的稅款，但條件是該等稅款已到期或已被指定到期，且企業不知道任何應繳或應計的稅款不足、利息或罰款，或已被指控應計或應計的稅款，在上述任何情況下，它可能會有合理的預期產生重大不利影響，而且沒有任何協議、豁免或其他安排規定任何一方就提交任何納稅申報表或對任何一方支付任何重大稅收、政府收費、罰款、利息或罰款而延長時間。企業目前未面臨任何重大訴訟、調查或索賠，或據企業所知，對企業未決的任何重大訴訟、調查或索賠，均不會對任何政府當局的稅收、罰款、利息、評估或重新評估及其有關的事項產生重大責任；企業已從支付給現任和前任管理人員、董事、員

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工和顧問的每筆款項中扣繳(如適用)所有應扣繳的稅款和其他款項，包括但不限於所得稅和其他應扣繳的扣除額，並已繳付或將繳付同樣數額的稅款或在適用稅法規定的時間內應繳的其他收銀機關的款項；

- 8.1.23. Compliance with Laws, Licenses and Permits: The Corporation has conducted and is conducting the business thereof in compliance in all material respects with all applicable Laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all Laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and to enable its assets to be owned or to be leased and operated as currently leased and operated, and all such approvals, consents, certificates, authorizations, qualifications, permits and licenses held are valid and existing and in good standing and the Corporation has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, individually or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect, nor has the Corporation received a notice of non-compliance, nor know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws, regulations and statutes that would result in a Material Adverse Effect;

遵守法律許可：企業已經開展並正在開展業務，並遵守其開展業務的司法管轄區的所有適用法律法規和條令，並擁有所有由相關的省、州、市、聯邦或其他監管機構簽發的材料批准、同意、證書、註冊、授權和許可，以進行當前所進行的業務，在所有重要方面都符合所有此類批准、同意、證書、授權和許可的條款和條件，使得企業的資產得以擁有或以目前租賃和經營的方式出租和經營。所有此類批准、同意、證書、註冊、授權和許可是有效的並有著良好信譽，企業沒有收到任何修改、撤銷、取消，或任何意圖修改、撤銷、取消，或任何相關程式修改、撤銷或取消任何此類批准、同意、證書、註冊、授權和許可的通知。如不利的決定、命令、裁定或裁定的標的會產生重大不利影響，而企業亦未收到不符合規定的通知，亦不知悉或無合理理由知悉任何事實，而該等事實可導致不符合任何該等法律、規例及法例，而該等法律、規例及法例會導致重大不利影響；

- 8.1.24. Agreements and Actions: The Corporation is not in violation of any term of any constating document thereof. The Corporation is not in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect, the Corporation is not in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, might result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto;

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協議和行動：企業沒有違反任何規定的任何條款。企業未違反適用於企業的任何條款或規定，該等條款或規定將或可合理預期將導致任何重大不利影響，企業未拖欠任何現已到期的重大債務(如有)，且企業未發現任何行為、訴訟、程式或已開始的調查、威脅或經適當調查後知悉的，在任何情況下或整體上，可能會導致任何重大的負面影響，或在任何地方，或可以合理預計的地方，對這個協議的有效性或執行力的疑問，或任何檔或文書的執行，或者被執行，均依照企業的規定交付的；

- 8.1.25. Title to Assets: The Corporation is the legal and beneficial owner of, and has good and marketable title to, its assets as disclosed to the Purchaser. Except as disclosed to the Purchaser such interests are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other rights are necessary for the conduct of the activities of the Corporation as currently conducted or as disclosed to the Purchaser, and the Corporation does not know of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights;

資產所有權：企業是向買方披露的資產的合法和實益擁有人，並擁有良好和可交易的所有權。除向買方披露外，該等權益不包括所有抵押、留置權、押記、擔保權益、產權負擔、索償或要求，亦不需要其他權利以進行目前實施的或對買方披露的企業活動，企業不知道任何可能對其使用、轉讓或以其他方式利用此類財產權利產生重大不利影響的索賠或任何索賠的依據；

- 8.1.26. Material Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds its assets (including any interest in, or right to earn an interest therein) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation, as applicable, in accordance with the terms thereof; the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and the Corporation's assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all material leases, licences and claims pursuant to which the Corporation derives the interests in such property and assets are in good standing and, to the knowledge of the Corporation, there has been no material default under any such lease, licence or claim. None of the leases, licences or claims pursuant to which the Corporation derives its interests are subject to any right of first refusal or purchase or acquisition right which has not been disclosed to the Purchaser;

重大協議：企業持有其資產的所有協議、其他檔及文書（包括在其中持有的任何權益或賺取權益的權利）均為完全有效的存續協議、檔或文書，可根據其條款酌情對公司強制執行。本企業不違反任何此類協議、檔或文書的任何實質性條款，也不存在任何此類違約行為，並且企業的資產在其所在司法管轄區的適用法率和法規下均有良好的信譽；企業獲得此類財產和資產權益的所有重大租賃、許可和索賠均具有良好的信譽，根據企業所掌握的情況，在任何這種租賃、許可或索賠下都沒有實質性的違約。企業權益所依據的任何租賃、許可或索賠均不受任何尚未向買方披露的優先買進權、購買權或收購權所約束；

- 8.1.27. Leased Premises: The Corporation have the exclusive right to occupy and use any leased premises and each of the leases pursuant to which the Corporation occupies the leased premises is in good standing and in full force and effect;

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租賃物業：企業擁有佔用和使用任何租賃物業的專有權，而企業佔用租賃物業的每項租約均具有良好的信譽和完全的效力；

- 8.1.28. Operations: To the Corporation's knowledge, all operations of the Corporation have been conducted in all material respects in accordance with all applicable workers' compensation and health and safety and workplace Laws, regulations and policies have been duly complied with. The Corporation has security measures and safeguards in place to protect personal information it collects from customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Corporation has complied, in all material respects, with all applicable privacy and consumer protection legislation and neither has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation has taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.

運營：據企業所知，企業的所有運營在所有重要方面均按照所有適用的工傷補償、健康安全及工作場所法律、法規和政策進行。企業在所有重大方面均遵守所有適用的隱私和消費者保護法，且未以非法方式收集、接收、存儲、披露、轉讓、使用、濫用或允許未經授權訪問任何受隱私法保護的直接收集的或從協力廠商收集的資訊，企業已採取一切合理措施保護個人資訊不受損失或盜竊，以及不受未經授權的訪問、複製、使用、修改、披露或其他濫用；

- 8.1.29. Legislation: The Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will result in a Material Adverse Effect;

立法：企業不瞭解任何會導致重大不利影響的對現有立法、立法機構公佈的擬議立法的擬議重大變更；

- 8.1.30. No Defaults: The Corporation is not in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect;

無違約：企業作為其中一方，或其任何財產或資產所屬受其約束的一方，企業沒有違反任何判決、指令、協定或文書下的任何重要條款、契約或條件，且沒有任何事件發生過且仍在繼續，同時沒有任何未被免除的情況，沒有企業作為其中的一方或授權其他方加速其下的任何重大金額的到期，構成對任何承諾、協議、檔或其他文書的違約，或產生重大不利影響的情況出現；

- 8.1.31. Compliance with Employment Laws: The Corporation has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Corporation, threatened

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against the Corporation, no union representation question exists respecting the employees of the Corporation and no collective bargaining agreement is in place or currently being negotiated by the Corporation, the Corporation has not received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation carries on business or has employees, no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation in excess of 24 months or equivalent compensation and all benefit and pension plans of the Corporation are funded in accordance with applicable laws and no past service funding liability exist thereunder;

遵守僱傭法律：企業沒有過也沒有從事任何不公平的勞動行為，沒有尚未解決的罷工、糾紛、放緩、停工、投訴或申訴，或據企業所知的情況下，對企業構成威脅，沒有關於企業員工的工會代表問題，並且沒有集體談判協定或目前正在談判的勞資協議，企業未收到任何未解決事項的通知，且在企業經營業務或擁有員工的任何司法管轄區，根據任何僱傭或人權法，企業未收到任何未完成的命令，任何雇員均未就終止其在企業工作超過 24 個月或同等報酬所需的通知期限達成任何協定，且企業的所有福利和養老金計畫均按適用法律提供資金，且過去不存在任何服務資金責任；

- 8.1.32. Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drugs, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan;

員工計畫：企業為任何現任或前任管理人員、董事、員工或顧問的利益而計畫提供或必須提供的退休、獎金、股票購買、利潤分享、股票期權、遞延補償、遣散費或解雇費、保險、醫療、醫院、牙科、視力護理、藥物、病假、傷殘、工資續期、法律福利、失業福利、假期、退休金、激勵或其他形式的福利，已嚴格遵守本公司的條款，以及適用於任何該等計畫的任何及所有法律、命令、規則、政策和規章所規定的要求；

- 8.1.33. Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation have been accurately reflected in the books and records of the Corporation;

應計項目：公司所有未付假期工資、失業保險保費、健康保費、聯邦或省級養老金計畫保費、公司任何高管、董事、員工或顧問的任何計畫的應計工資、薪金和佣金以及支付的所有重大應計項目均已準確反映在公司的帳簿和記錄中；

- 8.1.34. Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect;

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停工：企業沒有任何產生重大不利影響或在合理預期內會產生的重大不利影響的勞資糾紛；

8.2. Environmental Compliance 環境合規：

- 8.2.1. To the best of the knowledge of the Corporation, the property, assets and operations of the Corporation comply in all material respects with all applicable **Environmental Laws** (which term means and includes, without limitation, any and all applicable federal, provincial, state, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any **Environmental Activity** (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a **Contaminant** (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater);

據本企業所知，本企業的財產、資產和經營在所有重大方面均遵守所有適用的環境法律（該術語系指並包括但不限於任何和所有適用的聯邦、省、州、市或地方法律、法規、規章、條約、命令、判決、法令、裁定、條例、正式指示以及與環境、職業健康和安全的有關的所有授權，或任何環境活動（該術語系指並包括但不限於與污染物有關的任何過去或現在的活動、事件或情況（該術語系指並包括但不限於任何污染物、危險物質、液體廢物、危險廢物、危險材料、或污染物或任何其他物質，包括根據任何環境法定義或描述的上述任何一項），包括但不限於：儲存、使用、持有、收集、購買、累積、評估、產生、製造、建造、加工、處理、穩定、處置或運輸，或釋放、溢出、浸出、擴散或分散至自然環境，包括通過或在空氣、土壤、地表水或地下水中移動）；

- 8.2.2. to the best of the knowledge of the Corporation, the Corporation has obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses currently carried on by the Corporation, and each Environmental Permit is valid, subsisting and in good standing and, to the best knowledge of the Corporation, the Corporation is not in material default or breach of any Environmental Permit and, to the best of the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

據本企業所知，截至本協議日期為止，本企業已經獲得目前經營業務所需的所有適用環境法律（“環境許可證”）項下的所有重要許可證、授權證、批准、同意、證書、註冊和其他授權，且每份環境許可證均有效，並可存續且信譽良好。本企業並無重大違約或違反任何環境許可證的規定，並且據本企業所知，並無未決或威脅撤銷或限制任何環境許可證的法律程式。

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- 8.2.3. the Corporation does not have any knowledge of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, the Corporation or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and neither the Corporation nor any of the property, assets or operations thereof is the subject of any Investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

本企業不知道且沒有收到任何關於或可能影響本企業或其任何財產、資產或業務的未決或威脅的任何重大索賠、司法或行政訴訟的通知，或任何關於或聲稱違反任何環境法的重大索賠、司法或行政訴訟的通知，企業不知道任何可能引起任何此類索賠或司法或行政訴訟的事實，企業或其任何財產、資產或業務均不受制於任何調查、評估，由任何政府當局進行的審計或審查，以確定是否已經發生或正在發生違反任何環境法的行為，或是否需要就向環境釋放任何污染物採取任何補救行動，但任何政府當局在正常情況下進行的合規調查除外；

- 8.2.4. the Corporation has not given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, the Corporation does not have any material liability (whether contingent or otherwise) in connection with any Environmental Activity and, to the knowledge of the Corporation, no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation or the property, assets, business or operations thereof;

本企業未根據任何聯邦、省或地方法律就任何環境活動發出或提交任何通知，本企業不承擔與任何環境活動有關的任何重大責任（或有或無），據本企業所知，在任何聯邦、州、省或地方法律或任何重大責任下（或有或無），涉及或影響企業或其財產、資產、業務或經營的任何環境活動的通知均未發出；

- 8.2.5. the Corporation does not store any hazardous or toxic waste or substance on the property thereof and have not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and to the best of the knowledge of the Corporation, there are no Contaminants on any of the premises at which the Corporation carries on business, in each case other than in compliance with Environmental Laws; and

企業沒有在其財產上儲存任何危險或有毒的廢物，也沒有以違反任何環境法的方式處置任何危險或有毒廢物，而且據企業所知，在企業經營業務的任何處所內，除符合環境法的規定外，沒有任何污染物；並且

- 8.2.6. to the best of the knowledge of the Corporation, the Corporation is not subject to any contingent or other material liability relating to non-compliance with Environmental Law;

據企業所知，企業不受任何與不遵守環境法有關的或有或無的其他重大責任的約束；



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- 8.3. Environmental Audits: There are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course of business;

環境審核：除了在正常業務過程中或代表企業進行的持續評估之外，沒有與企業相關的環境審核、評估、評估、研究或測試；

- 8.4. No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation, threatened against any of the property or assets of the Corporation, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof and the Corporation is not subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority which, either separately or in the aggregate, may result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement and there are no events or circumstances that the Corporation would reasonably expect to form the basis of any such action, suit, proceeding or investigation;

無訴訟：據企業所知，在法律或同等效力上，在任何法院、聯邦、省、州、市或其他政府部門、委員會、董事會、局、代理或機構、國內外機構，均無任何因為針對企業任何財產或資產的訴訟、起訴或調查，而導致重大不利影響或對其中任何一方履行其義務的能力造成重大不利影響，且企業不受任何單獨或整體的政府當局的任何判決、命令、令狀、禁令、法令、裁決、規則、政策或規章的約束，因此而可能導致的重大的負面影響或對公司履行其本協議中義務的能力產生重大不利影響，且不存在企業合理預期構成任何此類訴訟、起訴或調查的依據的事件或情況；

- 8.5. Unlawful Payments: The Corporation has not, nor, to the best knowledge of the Corporation, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation, have (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

非法付款：據本企業所知，任何董事、高級職員、代理、雇員或與本企業有關或代表本企業行事的其他人士，均未(i)將任何企業資金用於與政治活動有關的任何非法捐款、禮品、娛樂或其他非法開支，(ii)從企業資金中向任何外國或國內政府官員或雇員作出任何直接或間接非法支付，(iii)違反或違反了《外國官員法》（加拿大）或《反海外腐敗法》（美國）或(iv)的任何腐敗行為，如有賄賂、回扣、付款、影響付款、回扣或其他非法付款；

- 8.6. Anti-Money Laundering and Unlawful Payments 反洗錢和非法付款:

8.6.1. The operations of the Corporation are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency

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(collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;

企業的經營活動在任何時候均在重大程度上符合本企業經營業務司法管轄區適用的反洗錢法規所規定的所有適用財務記錄、保存和報告要求，以及任何政府機構頒佈、管理或本公司根據該等法規和規章所執行的以及任何相關或類似的法規、規章或指南(統稱“反洗錢法”)，據企業所知，沒有受到任何反洗錢違法行為的威脅；包括任何法院、政府機構或仲裁員就反洗錢法提出的訴訟，或在任何法院、政府機構或仲裁員面前提出的任何尚未解決的訴訟；

- 8.6.2. the Corporation has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation and their operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation; and

企業未直接或間接：(A) 向任何政府機構、權力機構或管轄機構的任何官員、雇員或代理人作出或授權任何捐款、付款或贈予資金和財產；或(B) 不管是付款、捐款還是禮物，在任何一種情況下向任何公職候選人作出任何捐款是被以下法律所禁止的：加拿大“外國公職人員腐敗法”(加拿大)、“犯罪收益法”(洗錢)和“資助恐怖主義法”(加拿大)，或“使用適當之手段來阻止或避免恐怖主義以團結並強化美國的法律”(美國)，或根據本章程或任何就適用於本企業及其業務的類似主題的有關司法管轄區的任何其他法例，且不得使用所發佈法律的任何部分，違反該等法例；

- 8.6.3. the Corporation or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the Units or lend, contribute or otherwise make available such proceeds to the Corporation or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States;

據企業所知，企業、任何代表企業的董事、高級職員、代理、雇員、關聯企業或個人，從未或目前不受美國財政部外國資產管制辦公室實施的任何美國制裁，且企業不會直接或間接使用本單位分配的任何收益或貸款，向企業或任何關聯實體、合資夥伴或其他個人或實體提供或以其他方式提供資金，或以向任何被美國制裁的國家或個人進行投資或支付任何款項；

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- 8.7. Insurance: The assets of the Corporation and its business operations are insured against loss or damage to the extent and in the amounts disclosed to the Purchaser, and such coverage are in full force and effect, and the Corporation has not materially breached the terms of any policies in respect thereof nor failed to promptly give any notice or present any material claim thereunder;

保險：本企業的資產及其業務經營按披露給買方的範圍和金額承保了損失或損害保險，且該等保險完全有效，且本企業並未實質性違反任何有關該等資產的保單條款，且本公司並未實質性違反任何有關該等資產的保單條款，亦未及時發出任何通知或提出任何重大索賠；

- 8.8. Intellectual Property: The Corporation owns or possesses adequate enforceable rights to use all patents, trademarks, copyrights and trade secrets (the "IP") used or proposed to be used in the conduct of the business thereof, including the licensing of such patents, trademarks, copyrights and trade secrets and, to the knowledge of the Corporation, after due inquiry, the Corporation is not infringing upon the rights of any other person with respect to any such IP and no other person has infringed any such IP. The Corporation represents and warrants that the IP held by the Corporation is existing and in good standing and the Corporation has made all requisite filings and paid all fees to ensure that such IP remains active and in good standing and the Corporation has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of such IP;

知識產權：本企業對在開展業務時所使用之專利，商標，版權和商業秘密（以下簡稱“IP”）具所有權或擁有其使用權，其中包括專利、商標及版權的許可證和商業秘密。據企業所知，經適當查詢後，企業未侵犯他人與此類知識產權相關的權利，此類知識產權也未經他人侵犯。企業在此聲明並保證企業所持有的知識產權係有效存續且不存在任何法律訴訟，企業已對所有知識產權做出必要的備案並支付相關費用，以確保其有效存續且避免爭議，企業截至目前未收到任何修改、撤銷或取消該知識產權的要求；或任何修改、撤銷或取消該知識產權的意圖；或任何修改、撤銷或取消該知識產權的任何程式；

- 8.9. Non-Arm's Length Transactions: Except as disclosed in the Disclosure Documents, the Corporation does not owe any amount to, nor does the Corporation have any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation. Except employee or consulting arrangements made in the ordinary and normal course of business, the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Corporation. Except as described in the Disclosure Documents, no officer, director, employee or securityholder of the Corporation has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation except for claims in the ordinary and normal course of the business of the Corporation such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation;

非公平交易：除披露文件中所披露的情況外，企業無其他借款，也未向任何高管、董事、員工或證券持有人提供任何貸款、借款或以其他方式承擔負債，上述中任何人均未按“公平交易”（“加拿大所得稅法”中所定義的條款）與其中任何人交易，除企業正常業務營運過程中產生之員工報銷、已支付的補償金或其他資金預付款外。除正常業務營運過程中之勞動

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協議或諮詢協議外，企業並未與任何人員、董事、僱員、證券持有人若任何與公司進行公平交易的個體簽定合約。除披露文件中所述外，公司的任何高管、董事、員工或證券持有人均無對公司提出訴訟或向公司借款，企業正常業務營運過程中產生的索賠除外，例如：應計假期薪酬或其他金額不重大之事項；

- 8.10. Minute Books: The minute books of the Corporation, all of which have been or will be made available to the Purchaser or counsel to the Purchaser, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material; and

會議記錄：已經或將提供所有或必要的企業會議記錄給買方，在所有重大方面都是完整和準確的，除了董事會會議記錄或董事會決議中未經董事會正式批准或會議記錄中非最新的且不重要的項目；和

- 8.11. No Withholding of Material Facts: The Corporation has not intentionally withheld from the Purchaser any material fact relating to the Corporation.

無不重要事項：企業並無故意向買方保留任何與企業有關的重大事實。

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER 買方的陳述、保證和承諾

- 9.1. The Purchaser hereby represents, warrants and covenants to and with the Corporation that:

買方向企業保證和承諾：

- 9.2. it has all requisite corporate power and authority to enter into, deliver and carry out its obligations under this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;

買方具有公司的權力及授權，可根據本協議實現及履行其義務，並按其條款及條件完成擬進行的交易；

- 9.3. it shall offer and solicit offers for the purchase of the Units in compliance with Securities Laws and only from such persons and in such manner that, pursuant to Securities Laws, no prospectus, registration statement or similar document need be delivered or filed, other than any prescribed reports of the Issue and sale of the Units and, in the case of any jurisdiction, no filing or other continuous disclosure obligations will be created;

應根據證券法規定發行和徵求購買份額，僅限定人士參與，並依據證券法，除了發行和出售份額規定應提供之報告外，不需要交付或提交招股說明書、註冊聲明書或其他類似文件。並且在任何司法管轄區，均無備案或持續披露之義務。

- 9.4. it will only make offers or sales of Units in accordance with the terms of this Agreement and the Subscription Agreements and has not made, and will not make, any representations or warranties about the Corporation and/or the Units other than as set out in Disclosure Documents;

僅披露本協議或認購協議發售或銷售份額相關內容之條款，除了披露檔中所述之外，未作出也不會作出有關企業和/或份額的任何陳述或保證。

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- 9.5. it will not engage in any form of general solicitation or general advertising within the meaning of Securities Laws in connection with the offer and sale of the Units, including but not limited to, causing the sale of the Units to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Units whose attendees have been invited by general solicitation or advertising, in either case in violation of Securities Laws;

將不會參與任何形式的招攬或廣告以發行及出售證券法所規定之份額，包括但不限於在報章、雜誌、紙本形式之公共媒體、印刷媒體或相類似的定期付費流通媒體、廣播、電視或電子廣播（包括電子顯示或舉辦任何有關份額的發行和銷售的研討會或會議的招攬或廣告），在以上任何一種情況下，都屬違反證券法之行為；

- 9.6. it shall not provide prospective purchasers of the Units any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws and shall not make use of any greensheet or other internal marketing document, without the consent of the Corporation; and

未經企業同意，不得向本集團的潛在購買者提供任何證券法所界定的發售備忘錄、其他材料或資訊，同時也不得對外提供本企業之簡要招股說明書或其他內部營銷文件；和

- 9.7. it will provide the Corporation on the Closing Date with all necessary information in respect of the Purchaser and the Purchasers to allow the Corporation to file with the Canadian Securities Regulators reports of the trades of the Units in accordance with Securities Laws and the required time frames.

買方應在交易截止日向企業提供買方之所有必要資訊，並允許企業根據證券法的要求和時間規定向加拿大證券監管機構提交相關交易報告。

10. CLOSING DELIVERIES 交割完成

- 10.1. The purchase and sale of the Units shall be completed at the Closing Time at the offices of TingleMerrett LLP in Calgary, Alberta, or at such other place as the Purchaser and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to the Purchaser: one or more certificate(s) representing the Unit Shares, one or more certificate(s) representing the Put Options, as the case may be, registered in such name or names as the Purchaser may notify the Corporation in writing not less than 48 hours prior to Closing Time against payment by the Purchaser to the Corporation, at the direction of the Corporation, in lawful money of the U.S. by certified cheque or wire transfer an amount equal to the aggregate purchase price for the Units being issued and sold hereunder.

購買和出售之份額應於交易截止日在阿爾伯塔省卡爾加里市的 TingleMerrett LLP 辦事處或其他買方和企業同意的地方完成。在交割時間或之前，企業應妥適且合法地向買方交付：一份或多份代表份額的證書、一份或多份代表賠償方案的證書。依據不同情況，買方可以在交易截止時間前不少於 48 小時以書面形式通知企業，並在企業的指示下向企業支付款項。以美元合法貨幣為基礎，其通過認證支票或電匯金額應等於本協議下發行和銷售份額的總購買價格。

11. CONDITIONS OF CLOSING 交易截止之條件

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Closing shall be subject to the following conditions (it being understood that the Purchaser may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to their rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Purchaser any such waiver or extension must be in writing):

交易截止應符合下列條件（在此說明，買方可以全部或部分放棄或延長遵守上述任何條款和條件的時間，在不損害下列條款和條件或其他方面的權利，不會造成後續違約或不遵守合約之情況下，在此，買方決議放棄或延長條款及條件之時間必須以書面形式提供）：

- 11.1. the Purchaser shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;

買方應收到標明交易截止日的任期證書，證書需要首席執行官、首席財務官和公司其他高級職員等具有簽署本協議之權力或根據本協議交付檔相關人員的簽名樣本；

- 11.2. the Purchaser shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Purchaser, addressed to the Purchaser and their counsel to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:

買方應收到一份由買方認可的兩名企業內高級職員在交易截止日內發給買方和其法律顧問的證書，該證書根據他們提供的知識、資訊和看法完成，在適當查詢後無個人義務：

- 11.2.1. the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time; and

在交易截止日及之前，本協議中企業的所有材料的陳述和保證在所有重大方面都是真實正確的，並且企業在交易截止日或之前已履行所有契約和協議，並且達成了其應履行或應滿足的所有條件；和

- 11.2.2. no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Selling jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;

任何證券交易所、證券委員會或監管局均未發佈或作出任何影響暫停或中止銷售或限制銷售管轄區普通股票交易的命令、裁決或決定，且繼續有效。據有關人員所知，沒有為此目的提起或正在進行的任何訴訟、調查或詢問；

- 11.3. the Purchaser shall have received copies of the articles and by-laws of the Corporation delivered at Closing certified by a senior officer of the Corporation to be full, true and correct copies, unamended, and in effect on the date thereof;

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買方應在交易截止日收到由企業高管證明其為完整、真實、正確、未經修改並即日起生效的公司條款和章程副本；

- 11.4. the Purchaser shall have received copies of the minutes or other records of various proceedings and actions of the Corporation's Board of Directors relating to the Offering and delivered at Closing certified by a senior officer of the Corporation to be full, true and correct copies thereof and without having been modified or rescinded as of the date thereof;

買方應在交易截止日收到公司董事會與發行有關的各種事項和決策之會議記錄或其他記錄副本，並須經企業高管證明其為完整、真實和正確的、並未經修改或者撤銷的副本；

- 11.5. the Purchaser and their counsel shall have been provided with information and documentation reasonably requested relating to their due diligence inquiries and investigations and the Purchaser shall be satisfied, in their sole discretion, with the results of their due diligence inquiries and investigations;

在買方合理要求和積極詢問及調查之下，應當提供相關的資訊和檔案，直到買方全權決定對其詢問及調查的結果滿意；

- 11.6. the Purchaser shall have received a certificate of good standing in respect of the Corporation, dated no earlier than one Business Day before the Closing Date; and

在不早於交易截止日前一個工作日，買方應收到企業的存續註冊證書；和

- 11.7. the Purchaser shall have received any other certificates, comfort letters, opinions or industry standard documents in connection with any matter relating to the Offering which are reasonably requested by the Purchaser.

買方應收到其合理要求與發行有關的任何其他證書、告慰函、意見書或行業標準的文件。

12. ALL TERMS TO BE CONDITIONS 所有條件條款

- 12.1. The Corporation agrees that the conditions contained in Section 11, will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its best efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in Section 11, shall entitle the Purchaser to terminate their obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Purchaser may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Purchaser in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Purchaser any such waiver or extension must be in writing.

本企業同意，將遵守本協議第 10.1 節中包含的條件，並盡最大努力遵守與企業應履行或將要履行之行爲有關的條件。若有任何違反或未能遵守第 10.1 節規定之情形，買方有權於交易截止時間或之前向企業發出書面通知，終止其在本協議下的義務。據瞭解，買方可放棄、全部或部分放棄或延長遵守任何此等條款和條件的時間，但不損害買方就任何此等條款和條件或任何其他或隨後的違約或不遵守的權利，但為對買方具有約束力，任何此等放棄或延期必須以書面形式作出。

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13. MATERIAL CHANGES 重大變更

- 13.1. The Corporation agrees that if, between the date of this Agreement and the Closing, a material change, or a change in a material fact occurs, the Corporation will as soon as practicable notify the Purchaser in writing, setting forth the particulars of such material change or change in a material fact (in any case, whether actual, anticipated, contemplated or threatened) or any event or development involving a prospective material change or change in a material fact in any or all of the business of the Corporation or any other change that is of such a nature as to result in, or could reasonably be expected to result in this Agreement, the Subscription Agreement or any documents prepared and filed with the Canadian Securities Regulators by the Corporation in connection with the Offering containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing not in compliance with Securities Laws.

企業同意，如果在本協議日期與交易截止日之間發生重大變更或重大事實發生變更，企業將在可行的範圍內盡快以書面形式通知買方，列出重大變更事項或重大變更的詳情（在任何情況下，無論是實際的、預期的或受到威脅的）、涉及預期重大變更的任何事件或發展、任何重大改變事實、公司所有業務或任何其他相類似性質的變化，其足以影響或可能合理地預期會影響本協議、認購協議或企業準備並提交加拿大證券監管機構與發售有關的任何檔，造成與發行有關的內容產生不實的重大事實陳述、省略陳述其中需要說明的重要事實、以非誤導的方式避重就輕陳述其具體情況或其他不符和證券法之規定之內容。

14. TERMINATION OF AGREEMENT 協議之終止

- 14.1. In addition to any other remedies which may be available to the Purchaser, the Purchaser may terminate its obligations under this Agreement by delivering written notice to that effect to the Corporation at or prior to the Closing Time, if:

除買方得獲得其他補償之情況外，買方可在截止時間或之前向公司發出書面通知，以終止其在本協議下的義務，如果：

- 14.1.1. the Purchaser is not satisfied, in its sole discretion, acting reasonably, with the results of their due diligence review and investigations;

買方對盡職調查結果之獨立行使權及運作合理性不滿意；

- 14.1.2. there shall have occurred any material change or change in any material fact, or there shall be discovered any previously undisclosed material change or material fact, which, in each case, in the reasonable opinion of the Purchaser, has or would be expected to have a material adverse effect on the market price or value of any of the securities of the Corporation, including, without limitation, the Unit Shares;

在重大事項中發生重大變化或變更，或發現先前未披露的重大變更或重大事實，在以上各情況下，買方提出合理意見，表示該事項已經或預期會對企業證券之市場價格或價值產生重大不利影響（包括但不限於份額）；

- 14.1.3. any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order is made by any federal, provincial, state, municipal or other governmental department, securities commission, board,

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bureau, agency or other instrumentality including, without limitation, the Canadian Securities Regulators or any securities regulatory authority, which inquiry, action, suit, investigation or other proceeding involves the Corporation or any of its securities, directors or officers (other than one based upon the activities or alleged activities of the Purchaser and not upon activities of the Corporation) or any law or regulation is enacted or changed which, in the opinion of the Purchaser prevents or restricts the trading of the securities of the Corporation or materially and adversely affects or will materially and adversely affect the market price or value of the Common Shares of the Corporation, or the distribution of the Unit Shares;

當任何查詢、訴訟、調查或其他行動（無論正式或非正式）是由任一聯邦、省、州、市或其他政府部門、證券委員會、董事會、局(司、署)、代理或其他機構，包括但不限於加拿大證券監管機構或任何證券監管機構，查詢、訴訟、調查或其他行動，及企業或其任何證券、董事或高級職員（除了基於活動，或基於買方所謂的活動而並非基於企業的活動）或任何法律、法規的制定或變更，買方認為防止或阻止這些企業或證券交易，或對企業證券進行重大不利影響或將會產生重大影響，將對企業普通股市場價格或價值或證券分配產生不利影響時；

- 14.1.4. there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including, without limitation, an act of terrorism) or any law or regulation which, in the opinion of the Purchaser, acting reasonably, might materially adversely affect, or involve, or will materially adversely affect, or involve, the financial markets or the business, operations or affairs of the Corporation;

當本國或國際影響的結果（包括但不限於恐怖主義行為）或任何法律或法規的任何事件、行動、國家、條件或重大財務事件中，應發展、發生或影響或存在根據買方的意見合理地可能對金融市場或企業業務、營運或事務造成重大不利影響時；

- 14.1.5. the Corporation is in breach of, in default under or non-compliant with any representation, warrant, term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes false;

當企業違反或不遵守本協議的任何陳述，本契約的保證、條款、條件或契約，或企業在本協議中給出的任何陳述或保證則無效；

- 14.1.6. the Offering cannot, in the opinion of the Purchaser be profitably marketed due to the state of the financial markets;

當買方認為因金融市場狀況影響，造成買方不能以營利方式營銷時；

- 14.1.7. the Purchaser becomes aware of, as a result of their due diligence review or otherwise, of any Material Adverse Change, or a change in any material fact or any material fact with respect to the Corporation (in the sole opinion of the Purchaser) which has not been disclosed to the Purchaser prior to the date hereof;

當買方通過盡職調查或其他方式瞭解在本協議日期之前尚未向買方披露，任何重大不利變更，任何重大事實或任何有關企業的重大事實的變更（由買方自行認可）時；

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- 14.1.8. any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in the securities of the Corporation prohibiting or restricting the Offering is made by a Governmental Authority or Securities Regulator and that order is still in effect;

當任何針對停止或暫停交易企業證券的命令（包括禁止人與人之間溝通以獲利益的命令）均由政府機關或證券監管機構作出，並且該命令仍有效時；

- 14.1.9. any term or condition of this Agreement remains outstanding and incomplete at any time after the time which the Corporation is required to complete or waive such term or condition; or

當本協議的任一該條款或條件仍未完成且不完整時，而企業被要求完成或放棄該條款或條件後的任何時間點；或

- 14.1.10. the Purchaser and the Corporation mutually agree to terminate this Agreement.

買方和企業雙方同意終止本協議。

15. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS 陳述、保證和契約的存續

- 15.1. The representations, warranties, covenants and indemnities of the Corporation and the Purchaser contained in this Agreement will survive the Closing.

本協議所包含的企業和買方的陳述、保證、契約和賠償將在交易完成後仍持續有效。

16. INFORMATION 資訊

- 16.1. The Corporation acknowledges that the Purchaser will be conducting a due diligence investigation of the Corporation's business, properties, securities, management and affairs and the Corporation covenants that it will afford the Purchaser with access to the contracts, assets, commitments, corporate records and other documents that the Purchaser may reasonably request. The Corporation also covenants to use its best efforts to secure the cooperation of the Corporation's professional advisors (including its legal advisors, independent engineers and auditors) and the Corporation consents to the use and the disclosure of information obtained during the course of the due diligence investigation (including during the due diligence conference call) where such disclosure is required by law or required by the Purchaser to maintain a defense to any regulatory or other civil action.

企業同意買方將對企業的業務、財產、證券、管理和事務及企業契約進行盡職調查，以便買方能獲得合同、資產、承諾、企業記錄和買方可合理要求的其他檔。企業同時承諾盡最大努力確保與企業專業顧問（包括其法律顧問、獨立工程師和稽核員）的合作，企業同意使用和披露在盡職調查過程中所獲得的訊息（包括在盡職調查會議期間），或法律或買方要求披露以維持對任何監管單位或其他民事訴訟的辯護行為時，該等訊息應予以披露。

- 16.2. The Purchaser will be entitled to rely on, and to assume, with no independent verification, the accuracy and completeness of all information furnished to them pursuant to this Section and the Purchaser will be under no obligation to verify, the accuracy or completeness of such information and under no circumstances will the Purchaser be liable to the Corporation for any damages arising out of the inaccuracy or incompleteness of any such information.

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在沒有獨立驗證的情況下，在買方有權依賴和假定所有提供給他們的資訊的準確性和完整性，買方在任何情況下沒有職責來驗證此類資訊的準確性或完整性，買方均不需要對企業因任何此相關資訊的不準確或不完整性而導致的任何損害所負責。

17. PUBLIC DISCLOSURE 公開披露

- 17.1. The Corporation acknowledges and agrees that any and all written and oral opinions, advice, analysis and materials provided by the Purchaser in connection with the engagement herein is intended solely for the Corporation's benefit and internal use and the Corporation covenants and agrees that no such opinion, advice or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose whatsoever without the Purchaser's prior written consent in each specific instance.

企業承認並同意買方就此處約定提供的任何及所有書面和口頭意見、建議、分析和材料僅用於公司的利益用途和內部使用。且如沒有買方事先於每一特定狀況下書面同意，則企業約定和同意任何相關意見、建議或材料不得以任何方式或任何目的在任何時候用於任何其他目的，或以任何方式或任何目的複製，傳播，引用或全部或部分提及。

- 17.2. The Corporation agrees that no public announcement or press release concerning this Agreement or any other instrument related hereto, or the relationship between the Corporation and the Purchaser shall be made without prior written consent of the Purchaser, such consent not to be unreasonably withheld.

企業同意未經買方事先書面同意，不得就本協議或與此相關的任何其他文書或企業與買方間的關係發佈公告或新聞稿。

- 17.3. The Corporation acknowledges and agrees to include the following (or similar) legend at the top of the first page of any press release made in respect of the Offering:

企業承認並同意於發行任何新聞稿的第一頁頂端包括以下（或類似）圖例：

"NOT FOR DISTRIBUTION TO U.S. NEWSWIRE SERVICES OR FOR RELEASE, PUBLICATION, DISTRIBUTION OR DISSEMINATION DIRECTLY, OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES."

“不得在全美或於美國國內直接或間接地出版、發行、傳播或發佈給美國的新聞服務機構”。

and each such press release will include the following (or similar) disclosure:

每此類新聞稿將包括以下（或類似）披露資訊：

"The securities offered have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), or any U.S. state securities laws, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined under the U.S. Securities Act) absent registration or any applicable exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. This news release shall not constitute an offer to sell or the solicitation of an offer to buy securities in the United States, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful."

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“所提供的證券未曾，也不會根據 1933 年美國證券法（經修訂）（“美國證券法”）或任何美國國家證券法註冊，且可能不會提供或在美國境內銷售，或為美國個人（根據美國證券法定義）帳戶或利益在美國證券法和適用的美國國家證券法的註冊要求中註冊或任何適用的豁免。新聞稿不構成在美國出售或購買證券的要約，也不得在任何司法管轄區內出售這些證券，此類要約、招攬或出售將是非法的。

- 17.4. If the Offering is successfully completed, the Purchaser shall be permitted to publish, at their own expense, after giving the Corporation a reasonable opportunity to comment on the form and content thereof, such advertisements or announcements relating to the performance of services provided hereunder in such newspaper or other publications as the Purchaser considers appropriate, and shall further be permitted to post such advertisements or announcements on its website; provided that if requested by the Corporation, such press release shall contain the legend and disclosure set forth in Section 17.

如發售成功完成，買方應給予企業合理機會對其表格和內容發表評論後自費發佈出版，在買方認為合適的報紙或其他出版物中如此類廣告或公告與本協議項下提供的服務有關，應進一步允許在其網站上發布此類廣告或公告，但如企業要求，該新聞稿須載有第 17 條所列的圖例及披露資訊。

18. EXPENSES 費用

- 18.1. The Corporation and the Purchaser will pay for their own all expenses related to the Offering, including all fees and disbursements of its own legal counsel, out of pocket costs, printing costs and filing fees.

企業和買方將自行支付與發售有關的所有費用，包括其自身法律顧問的所有費用和支出，自付費用，列印費用和備案費。

19. NOTICES 通知

- 19.1. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be in writing addressed as follows:

除非本協議另行規定，任何根據本協議所發出的通知或通訊方式（“通知”）必須採以下書面形式撰寫：

If to the Corporation, to:

如給企業方：

Perisson Petroleum Corporation
c/o TingleMerrett LLP
1250, 639-5th Avenue S.W.
Calgary, AB T2P 0M9

Attention: Gary Chen, CEO and Director

Email: gchen@perisson.com

with a copy (for information purposes only and not constituting notice) to:

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副本給予以下(僅供參考, 不另通知):

TingleMerrett LLP
1250, 639-5th Avenue S.W.
Calgary, AB T2P 0M9

Attention: Scott Reeves

Email: sreeves@tinglemerrett.com

If to the Purchaser, to:

如給買方

Lan-cheng Westcity LP

[REDACTED]
[REDACTED]
[REDACTED]

- 19.2. and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered. Notice sent by email will be deemed to be received three hours after such notice is sent, provided that the sender has not received a non-delivery response within three hours of sending, and further provided that if such notice is sent after normal operating hours of the recipient, such notice will be deemed to be received on the first Business Day following the day in which it is confirmed to have been sent, unless the receipt of such notice is otherwise confirmed in writing by such recipient. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

如此, 如收件人或被收件人代表收到時, 則被視為已傳遞收到。透過電子郵件發送的通知如在發件人發送信件通知後三小時內未收到未送達的回覆消息, 則將被視為已收到。且如在正常營業時間內寄出此類通知, 則將視為在確認寄出當日後的第一個工作日收到, 除非收件人以書面形式確認收到此類通知。任何一方可隨時以書面形式通知其他人地址或電子郵件位址的變更。

20. TIME OF THE ESSENCE 時間本質

- 20.1. Time shall, in all respects, be of the essence hereof.

在所有方面時間是最重要的

21. CANADIAN DOLLARS 加元

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- 21.1. Unless otherwise specified hereunder, all references herein to dollar amounts are to lawful money of Canada.

除另說明，此處所及之所有貨幣金額均為加拿大合法貨幣。

22. HEADINGS 標題

- 22.1. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

此處包含的標題僅為方便起見，不得影響其含義或解釋。

23. SINGULAR AND PLURAL, ETC. 單數和複數

- 23.1. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

上下文中，輸入單數的詞應包括複數，反之亦然，輸入性別的詞應包括男性，女性和中性。

24. ENTIRE AGREEMENT 所有協議

- 24.1. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

本協議是雙方就本主題達成的唯一協議，並取代任何及所有先前的談判和認知內容，包括但不限於函署協議。本協議可通過本協議各方僅簽署的書面檔在任何方面進行修訂或修改。

25. SEVERABILITY 條款效力

- 25.1. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

如包含一個或多個條款因任何原因在任何方面被認定為無效、非法或不可執行，則此類無效、非法或不可執行的條款不得影響本協議任何其他條款，但本協議應解釋為，從未包含無效，非法或不可執行的條款或規定。

26. GOVERNING LAW 政府法規

- 26.1. This Agreement is governed by the law of Alberta, Canada, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of Alberta with respect to any dispute related to this Agreement.

本協議受加拿大阿爾伯塔省法律管轄，本協議各方不可撤銷對阿爾伯塔省法院管轄權提出與本協議有關的任何爭議。

27. NO FIDUCIARY DUTY 無效信託責任

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- 27.1. The Corporation hereby acknowledges that (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Purchaser and any affiliates through which they may be acting, on the other hand, (ii) the Purchaser are acting as Purchaser but not as fiduciary of the Corporation and (iii) the Corporation's engagement of the Purchaser in connection with the Offering and the process leading up to the Offering is as Purchaser and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Purchaser have advised or are currently advising the Corporation on related or other matters). The Purchaser has not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Purchaser has rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Purchaser owes a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

企業特此承認：(i) 本協議項下的交易是企業與買方及其可能通過其行使任何關聯企業之間的公平交易，(ii) 買方作為買方但並非作為企業的受託人及(iii) 在發售及發售前過程中，與企業有關的參與均作為買方，而非任何其他身份。此外本企業同意，其全權負責作出與要約有關的判斷(不論買方是否就有關事項或其他事項向本公司提供意見或目前正提供意見)。買方提供的諮詢服務不超過證券法對投資交易商就本協定擬進行的發行的要求(如有)，且企業同意其不會聲稱買方已提供超出範圍的諮詢服務。證券法就發售提出要求的投資交易商(如有的話)，或買方就該交易或由此引起的過程對企業負有信託或類似責任。

28. SUCCESSORS AND ASSIGNS 繼承人和受讓人

- 28.1. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Purchaser and its successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

本協議的條款和對應的企業和買方及其繼承人和允許的受讓人具約束力並可確保其利益。未經另一方事先書面同意，則本協議不得由任何一方隨意轉讓。

29. FURTHER ASSURANCES 遠期保證

- 29.1. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

簽約各方應照要求完成協議約定相關事項，並執行或促使雙方在合理必要或意願的情況下完成執行本協議的條款的各類檔，協議或相關文書。

30. EFFECTIVE DATE 生效日

- 30.1. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

本協議自自上文首次載明之日起生效，不受實際執行日或交割日期影響。

Investment Agreement 投資協議

This document has been translated from the English language to the Chinese Traditional language. This translation is provided purely as a guide to the corresponding English agreement and is not intended to replace the use of the English agreement.

本文件係由英文翻譯為繁體中文。翻譯內容僅為英文協議之參考輔助，實際使用仍以英文協議為準。

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以下留白

Investment Agreement 投資協議

31. COUNTERPARTS 簽約方

- 31.1. This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

本協議可簽署兩份或兩份以上副本，並可通過傳真或其他電子傳輸方式交付，每份副本均視為原件，所有副本構成一份協議，自上述參考日期起生效。

- 31.2. If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Purchaser.

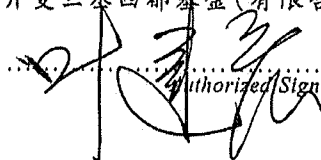
如果企業同意上述條款和條件，請在以下注明的地方簽署本協定的副本，並將副本交付買方。

This Agreement is accepted on the terms and conditions set forth as of the date first written above by:

自上述首次載明日期起，本協定的條款和條件被以下雙方所接受：

LAN-CHEN WESTCITY LP
by its General Partner

For and on behalf of
Lan-cheng Westcity LP
开曼兰承西都基金(有限合伙)


.....
Authorized Signature(s)

Per: _____
Authorized Signing Officer

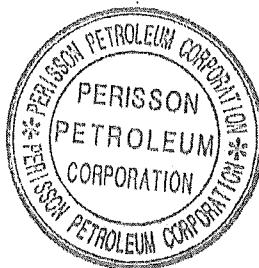
Per: _____
Authorized Signing Officer

AND

PERISSON PETROLEUM CORPORATION

Per: 
Authorized Signing Officer

Per: _____
Authorized Signing Officer



.....
e(s)

