ORBIT2ORBIT FINANCING INC.

SUBSCRIPTION AGREEMENT
(NON-BROKERED PRIVATE PLACEMENT OFFERING OF SUBSCRIPTION RECEIPTS)

THE SUBSCRIPTION RECEIPTS BEING OFFERED FOR SALE MAY BE PURCHASED BY RESIDENTS OF ANY OF THE PROVINCES AND TERRITORIES OF CANADA, RESIDENTS OF THE UNITED STATES OF AMERICA AND OFFSHORE RESIDENTS, IN EACH CASE, PURSUANT TO AVAILABLE EXEMPTIONS UNDER APPLICABLE SECURITIES LEGISLATION

IMPORTANT INSTRUCTIONS

The following items in this Agreement have been completed (subscriber, please initial each applicable box):

All Subscribers:

(a) The section entitled "Subscription and Subscriber Information" on pages 4 through 5 of this Agreement.

(b) Complete and sign the Lock-up Agreement attached as Schedule F.

Canadian Accredited Investors and Offshore Investors Only:

Schedule B.1 – Canadian Accredited Investor Certificate – All investors must kindly complete and execute Schedule B.1. If you select categories (j), (k) and/or (l) of Schedule B.1, you must also complete Appendix 1 to Schedule B.1 – Risk Acknowledgement Certificate.

Canadian Family Members, Close Personal Friends, and/or Close Business Associates:

Schedule B.2 – Family Member, Close Personal Friend, and/or Close Business Associate Certificate - All investors resident in a province or territory of Canada must kindly complete and execute Schedule B.2. If you are a resident of Ontario, you must also complete Appendix I to Schedule B.2 - Risk Acknowledgement Certificate – Family, Friend, and Business Associate Investors. If you are a resident of Saskatchewan, you must also complete Appendix II to Schedule B.2.

U.S. Accredited Investors Only:

Schedule C.1 – U.S. Accredited Investor Certificate – If you are a resident of or otherwise subject to the securities laws of the United States (as defined herein) and are a U.S. Accredited Investor (as defined herein), kindly complete and execute the U.S. Accredited Investor Certificate in Schedule C.1.

U.S. Qualified Institutional Buyers:

Schedule C.2 – Qualified Institutional Buyer Investment Letter - If you are a resident of or otherwise subject to the securities laws of the United States (as defined herein) and are a Qualified Institutional Buyer (as defined herein), kindly complete and execute the Qualified Institutional Buyer Investment Letter in Schedule C.2

Offshore Investors Only (Outside of Canada, the United States and the United Kingdom):

Schedule D – Foreign Subscriber Certificate – If you are NOT resident of or otherwise subject to the securities laws of Canada or the United States (as defined herein), kindly complete and execute Schedule D.

Delivery of Subscription Agreement and Payment of Subscription Price:

A completed and fully executed copy of this Agreement, including the items required to be completed as set out above must be received by **no later than 9:00 a.m. (Toronto time) on August 4, 2026**, together with payment of the Aggregate Subscription Price (as defined herein).

Delivery of Securities

Except for U.S. Accredited Investors (as defined herein), who are not otherwise Qualified Institutional Buyers (as defined herein), that may receive a physical certificate representing the securities purchased hereunder or hold their securities in book-entry form through a direct registration system or other electronic book entry system, it is anticipated that the securities purchased hereunder will be deposited electronically with CDS Clearing and Depository Services Inc. ("CDS") through the book-based system administered by CDS on the Closing Date (as defined herein), or such other form of direct registration statement. In such case, the Subscriber (as defined herein) understands and acknowledges that securities purchased hereunder will be registered in the name of CDS, or its nominee, and held by, or on behalf of, CDS and the Subscriber will not be entitled

to receive definitive certificates or other instruments from Orbit2Orbit Financing Inc. or CDS representing their interest in the securities purchased hereunder. The Subscriber will receive only a customer confirmation from the registered dealer who is a CDS participant and from or through whom the securities hereunder are purchased against payment of the Aggregate Subscription Price (as defined herein).

SUBSCRIPTION AGREEMENT FOR SUBSCRIPTION RECEIPTS

TO: Orbit2Orbit Financing Inc. (the "Company")

The undersigned, on its own behalf, and, if applicable, on behalf of those for whom the undersigned is contracting hereunder, hereby irrevocably subscribes for and agrees to purchase from the Company that number of Subscription Receipts (as defined herein) of the Company (the "**Purchased Subscription Receipts**" and each individually, a "**Purchased Subscription Receipt**") set forth below at a price of US$0.57[1] per Purchased Subscription Receipt (the "**Subscription Price**"), on the terms and conditions set out herein. This subscription agreement, which for the avoidance of doubt includes and incorporates the attached schedules, as applicable, is referred to herein as the "**Agreement**". Each Subscription Receipt shall entitle the holder thereof to receive, upon automatic exchange in accordance with the terms of the Subscription Receipt Agreement (as defined herein), without payment of additional consideration or further act or formality on the part of the holder thereof, one unit of the Company (each, a "**Unit**"), each consisting of one (1) Underlying Share (as defined herein) and one-half of one Underlying Warrant (as defined herein) upon the satisfaction or waiver (to the extent such waiver is permitted) of the Escrow Release Conditions (as defined herein) at or before the Release Deadline (as defined herein). Each whole Underlying Warrant will entitle the holder thereof to purchase one (1) Warrant Share (as defined herein) at an exercise price of C$1.50 per Warrant Share until the date that is 24 months following the satisfaction or waiver of the Escrow Release Conditions. Each Underlying Share and Underlying Warrant will be exchanged for Resulting Issuer Shares (as defined herein) and Resulting Issuer Warrants (as defined herein) at the Exchange Ratio (as defined herein) upon completion of the Business Combination (as defined herein), rounded down to the nearest whole Resulting Issuer Share and Resulting Issuer Warrant. The aggregate subscription price (the "**Aggregate Subscription Price**") of the Purchased Subscription Receipts shall be an amount equal to the number of Purchased Subscription Receipts multiplied by the Subscription Price per Purchased Subscription Receipt.

The Purchased Subscription Receipts are available upon and subject to the terms and conditions set forth herein, including, without limitation, the terms, representations, warranties, covenants and acknowledgements herein and in the schedules attached hereto. References. **A completed and originally executed copy of this Agreement along with completed and executed copies of the applicable schedules attached hereto, must be delivered by no later than 9:00 a.m. (Toronto time) on August 4, 2026, or at such other times or dates as the Company may determine.**

On the Closing Date, if the terms and conditions contained in this Agreement and the Subscription Receipt Agreement (as defined herein) have been complied with to the satisfaction or waiver by the Company, the following shall be delivered: (a) to the Company, all completed subscription agreements, including this Agreement; and (b) to the Subscription Receipt Agent (as defined herein), the Subscription Proceeds (as defined herein) against (i) delivery by the Company of the Subscription Receipts, including the Purchased Subscription Receipts, through the book-entry systems of CDS (as defined herein) or direct registration statements or, in the case of U.S. Accredited Investors (as defined herein) who are not otherwise Qualified Institutional Buyers (as defined herein), through delivery of physical certificates or direct registration statements evidencing the Subscription Receipts to such investors (or such other evidence of issue of the Subscription Receipts as the Company may determine); and (ii) such other documentation as may be required by the Company pursuant to the Subscription Receipt Agreement.

In the event that: (i) the Subscription Receipt Agent does not receive the Release Notice (as defined herein) at or prior to the Release Deadline, or (ii) prior to the Release Deadline, the Company announces to the public that it does not intend to satisfy the Escrow Release Conditions, the Subscription Receipts will be null and void and of no further effect, and the Subscription Receipt Agent will return, within two Business Days, to each holder of Subscription Receipts, on a *pro rata* basis, the Subscription Funds (as defined herein), less applicable withholding taxes, if any. The Company will be responsible and liable to the holders of Subscription Receipts for any shortfall in the Subscription Funds so that the holders of Subscription Receipts receive a refund equal to the Gross Proceeds (including any applicable interest payable).

[1] Calculated based on a Subscription Price of C$0.80 using the Bank of Canada exchange rate of US$1.00:C$1.4145 as of the close of business on July 13, 2026.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

NAME AND ADDRESS OF SUBSCRIBER: (please print clearly)

Name of subscriber (please print)

By: **X**____

Signature/Authorized signature

____

Name and official capacity or title (applicable only if the subscriber is NOT an individual)

____

Subscriber's Address, including city, province/territory/state, country and postal/zip code

____

Subscriber's Telephone Number (required)

____

Subscriber's Email Address (required)

____

Name(s) of controlling securityholder(s) (applicable only if the subscriber is NOT an individual)

____

Disclosed Beneficial Purchaser Information:

If the subscriber is signing as agent for a principal and is not a trust company or trust corporation purchasing as trustee or agent for accounts fully managed by the subscriber or a person acting on behalf of a fully managed account managed by the subscriber, and in each case satisfying the criteria set forth in Section 73.3(1) of the *Securities Act* (Ontario) or National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**"), as applicable, complete the following and ensure that Schedule "B" is completed on behalf of such principal:

____

Name of Principal

____

Address of Principal

____

Telephone Number of Principal

____

Account Reference (if applicable)

SUBSCRIPTION FOR PURCHASED SUBSCRIPTION RECEIPTS

Number of Purchased Subscription Receipts[2]: __________________________

Subscription Price: US$0.57 per Purchased Subscription Receipt[3]

Aggregate Subscription Price[4]: ___$US________________________________

REGISTRATION INSTRUCTIONS (please print clearly):

____

Registration Name (please print)

____

Registration Address, including city, province/territory/state, country and postal/zip code

____

____

Account # (ONLY applicable if registering and depositing the securities into a brokerage or corporate account – not if registering in own name)

DELIVERY INSTRUCTIONS: (if different from registration instructions) (please print **clearly**):

____

Name of Contact (please print)

____

Delivery Address including city, province/territory/state, country and postal/zip code

____

Contact's Telephone Number

____

Contact's Email Address

THE SECURITIES PURCHASED HEREUNDER HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION. NONE OF THESE SECURITIES MAY BE OFFERED OR SOLD WITHIN THE UNITED STATES, CANADA OR ANY OTHER

[2] Where the Aggregate Subscription Price is paid in United States dollars, the Corporation and its legal counsel will calculate and insert the number of Subscription Receipts to be issued based on the conversion into Canadian dollars at the Bank of Canada exchange rate of US$1.00:C$1.4145 as of the close of business on July 13, 2026.

[3] Calculated based on a Subscription Price of C$0.80 using the Bank of Canada exchange rate of US$1.00:C$1.4145 as of the close of business on July 13, 2026.

[4] Where the Aggregate Subscription Price is paid in United States dollars, the aggregate Subscription Price will be calculated in Canadian dollars using the Bank of Canada exchange rate of US$1.00:C$1.4145 as of the close of business on July 13, 2026.

JURISDICTION EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, APPLICABLE REGISTRATION OR PROSPECTUS REQUIREMENTS.

MANDATORY NON-BROKERED PRIVATE PLACEMENT QUESTIONNAIRE
(please check and complete <u>all</u> sections)

A. <u>Present Ownership of Securities</u>

The subscriber either **[KINDLY CHECK APPROPRIATE ITEM]**:

_________ **DOES NOT** own directly or indirectly, or exercise control or direction over, Common Shares (as defined herein) or securities convertible into Common Shares (excluding any Common Shares issuable upon conversion of the Purchased Subscription Receipts subscribed for herein);

OR

_________ **DOES** own directly or indirectly, or exercise control or direction over _________ Common Shares and convertible securities (i.e. warrants or options) entitling the subscriber to acquire an additional _________ Common Shares (excluding any Purchased Subscription Receipts or Common Shares issuable upon conversion of the Purchased Subscription Receipts subscribed for herein).

B. <u>Insider Status</u>

The subscriber either **[KINDLY CHECK APPROPRIATE ITEM]**:

_________ **IS** an "Insider" of the Company

OR

_________ **IS NOT** an "Insider" of the Company.

"Insider" means, as defined in the *Securities Act* (Ontario):

(a) a director or officer of the Company;
(b) a director or officer of a person or company that is itself an insider or subsidiary of the Company;
(c) a person or company that has (i) beneficial ownership of, or control or direction over, indirectly or directly; or (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of the Company carrying more than 10% of the voting rights attached to all the Company's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution;
(d) the Company itself if it has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security;
(e) a person or company designated as an insider in an order made under subsection 1(11) of the *Securities Act* (Ontario); or
(f) a person or company that is in a prescribed class of persons or companies designated under subparagraph 143(1)(40) of the *Securities Act* (Ontario).

C. <u>Registrant Status</u>

The subscriber either **[KINDLY CHECK APPROPRIATE ITEM]**:

_________ **IS** a "Registrant".

OR

_________ **IS NOT** a "Registrant".

"Registrant" means a person or company registered or required to be registered under the *Securities Act* (Ontario).

D. <u>Related Party Status</u>

The subscriber either **[KINDLY CHECK APPROPRIATE ITEM]**:

_________ **IS** a "related party".

OR

_________ **IS NOT** a "related party" of the Company.

"related party" is defined in Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions*).

Acceptance by the Company:

The Company accepts the subscription as set forth above on the terms and conditions contained in this Agreement.

DATED ____________________.

ORBIT2ORBIT FINANCING INC.

By: **X**________________________________
Authorized Signing Officer

<u>TERMS AND CONDITIONS OF SUBSCRIPTION FOR THE PURCHASED SUBSCRIPTION RECEIPTS</u>

1. <u>Description of the Business Combination, the Subscription Receipts and the Escrow Provisions</u>

Any capitalized term or terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such term or terms in Section 2 – *Definitions*.

The Business Combination

Orbit2Orbit (as defined herein) and Credissential (as defined herein) entered into a binding letter agreement as of July 13, 2026, pursuant to which Credissential agreed to acquire all of the issued and outstanding securities of Orbit2Orbit and all of the Underlying Shares and Underlying Warrants. The acquisition by Credissential of all of the outstanding securities of Orbit2Orbit pursuant to the Exchange Offer (as defined herein) and the Underlying Shares and Underlying Warrants pursuant to the Amalgamation are hereinafter referred to as the "**Business Combination**". The Subscription Receipts are being issued in connection with the Business Combination.

The Company is a shell special purpose financing vehicle formed solely for the purpose of completing the Offering (as defined herein) and in connection with the Business Combination.

Pursuant to the terms of the Business Combination, Credissential will make an Exchange Offer to the holders of Orbit2Orbit Ordinary Shares (as defined herein), the Orbit2Orbit Noteholders (as defined herein) and the Orbit2Orbit SAFE Noteholders (as defined herein) to purchase all of their Orbit2Orbit Ordinary Shares currently held or to be held prior to the closing of the Business Combination. The terms of the Exchange Offer shall be in a form acceptable to Orbit2Orbit. The consideration payable by Credissential for every one (1) Ordinary Share shall be one (1) common share in the capital of Credissential (each a "**Credissential Common Share**") (the "**Exchange Ratio**").

In connection with the Business Combination, Credissential, a special purpose subsidiary of Credissential ("**Credissential Subco**"), and the Company shall enter into an amalgamation agreement (the "**Amalgamation Agreement**") whereby the Company and Credissential Subco shall complete a three-cornered amalgamation under the laws of Ontario. Pursuant to the Amalgamation Agreement, all of the Underlying Shares and Underlying Warrants will be exchanged for Resulting Issuer Shares and Resulting Issuer Warrants at the Exchange Ratio.

The Exchange Ratio was determined pursuant to arm's length negotiations between the management of each of Credissential and Orbit2Orbit.

Completion of the Business Combination is subject to compliance with the terms and conditions set forth in the Transaction Documents and the Exchange Offer including, but not limited to:

(i) completion of the Offering;

(ii) receipt of all required approvals, including the approval of the CSE, necessary shareholder and board approvals and all other necessary consents of other third parties;

(iii) the continuance of Credissential from the Province of Alberta into the Province of Ontario under the *Business Corporations Act* (Ontario);

(iv) completion of the Exchange Offer and the Amalgamation; and

(v) certain other customary conditions for a transaction of this nature.

The Subscription Receipts

This Agreement is to confirm your agreement to purchase from the Company, subject to the terms and conditions set forth herein, that number of Purchased Subscription Receipts set out next to your name on the execution pages hereof at the Subscription Price.

This non-brokered private placement (the "**Offering**") of a minimum of 10,000,000 Purchased Subscription Receipts for aggregate gross proceeds of at least C$8,000,000 (the "**Gross Proceeds**") is being completed in connection with the Business Combination. The Company may close the Offering in one or more tranches.

A Term Sheet with respect to the Offering is attached as Schedule A.

The Subscription Receipts shall be created and issued pursuant to a Subscription Receipt Agreement to be entered into on the Closing Date among the Company, Credissential and the Subscription Receipt Agent. The specific attributes of the Subscription Receipts shall be set forth in the Subscription Receipt Agreement. The description of the Subscription Receipts, the Underlying Shares, the Underlying Warrants, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares contained in the Term Sheet and this Agreement is a summary only and is subject to the provisions of the Subscription Receipt Agreement, the Warrant Indenture, the Company's articles, as amended from time to time, and the Resulting Issuer's articles, as amended from time to time.

Immediately prior to the Amalgamation, pursuant to and in accordance with the Subscription Receipt Agreement, each Subscription Receipt will be converted into one (1) Unit, consisting of one (1) Underlying Share and one-half of one (1/2) Underlying Warrant, upon satisfaction or waiver (to the extent that such waiver is permitted) of the Escrow Release Conditions at or prior to the Release Deadline. No fractional Underlying Shares and Underlying Warrants are issuable pursuant to the conversion of the Subscription Receipts. If a holder of a Subscription Receipt would otherwise be entitled to a fractional Underlying Share and Underlying Warrant pursuant to the conversion of the Subscription Receipts, the number of Underlying Shares and Underlying Warrants to be issued shall be rounded down to the next whole number of Underlying Shares and Underlying Warrants and the holder of such Subscription Receipts shall not be entitled to any compensation in respect of such fraction.

The foregoing description of the Subscription Receipts is a summary only and is subject to the detailed provisions of the Subscription Receipt Agreement pursuant to which the Subscription Receipts will be issued. In the event of any inconsistency between the provisions hereof and the provisions of the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement will prevail and take precedence.

The Subscriber, on its own behalf and on behalf of each beneficial purchaser, if any, for whom it is contracting under this Agreement, acknowledges and agrees that the rights of the holders of the Subscription Receipts may be modified under the Subscription Receipt Agreement in accordance with its terms, including pursuant to an extraordinary resolution (an "**Extraordinary Resolution**") approved either: (i) by holders of Subscription Receipts at a meeting at which there are present in person or by proxy holders of Subscription Receipts holding in the aggregate more than 25% of the total number of Subscription Receipts then outstanding by the affirmative vote of holders of Subscription Receipts voting as a single class who hold in the aggregate not less than 66⅔% of the total number of Subscription Receipts represented at the meeting and voted on the resolution or (ii) by written consent of holders of Subscription Receipts representing at least 66⅔% of the outstanding Subscription Receipts.

Escrow Provisions

On the Closing Date, the Gross Proceeds (the "**Subscription Proceeds**") will be delivered to the Subscription Receipt Agent and held in escrow on behalf of the Subscribers by the Subscription Receipt Agent and invested in an interest bearing account, short-term obligations of, or guaranteed by, the Government of Canada or any other investments that may be approved by the Company (the Subscription Proceeds, together with all interest and other income earned thereon, the "**Subscription Funds**"), pending the satisfaction or waiver by the Company and Credissential, each acting reasonably, (to the extent such waiver is permitted) of the Escrow Release Conditions at or prior to the Release Deadline, in accordance with the provisions of the Subscription Receipt Agreement.

The Subscription Funds will be released to the Company upon receipt by the Subscription Receipt Agent of a Release Notice that the Escrow Release Conditions have been satisfied or waived (to the extent such waiver is permitted) at or before the Release Deadline (the "**Release Event**"), at which time each Subscription Receipt shall automatically be exchanged for one (1) Unit, consisting of one (1) Underlying Share and one-half of one (1/2) Underlying Warrant without payment of additional consideration or further act or formality on the part of the holder thereof. Each Underlying Share and Underlying Warrant will then be exchanged for Resulting Issuer Shares and Resulting Issuer Warrants at the Exchange Ratio pursuant to the Amalgamation, rounded down to the nearest whole Resulting Issuer Share and Resulting Issuer Warrant without any further action or consideration paid on behalf of the Subscriber.

In the event (i) the Escrow Release Conditions are not satisfied or waived (to the extent permitted) at or before the Release Deadline, or (ii) prior to the Release Deadline, the Company announces to the public that it does not intend to satisfy the Escrow Release Conditions, the Company and Credissential will direct the Subscription Receipt Agent to return, within two (2) Business Days, to each holder of Subscription Receipts, on a *pro rata* basis, the Subscription Funds, less applicable withholding taxes, if any. The Company will be responsible and liable to the holders of Subscription Receipts for any shortfall in the Subscription Funds so that the holders of Subscription Receipts receive a refund equal to the Gross Proceeds (including any applicable interest payable).

Upon the Release Event, no certificates evidencing the Underlying Shares and Underlying Warrants will be issued to the Subscriber as the Underlying Shares and Underlying Warrants will then be exchanged at the Exchange Ratio, for no additional consideration, for Resulting Issuer Shares and Resulting Issuer Warrants pursuant to the Amalgamation (rounded down to the nearest whole Resulting Issuer Share and Resulting Issuer Warrant), and instead the Subscriber will receive Resulting Issuer Shares and Resulting Issuer Warrants.

2. Definitions

(a) Definitions: In this Agreement, unless the context otherwise requires:

(i) "**Act**" means the *Securities Act* (Ontario);

(ii) "**Aggregate Subscription Price**" has the meaning ascribed to such term on page 3 hereof;

(iii) "**Agreement**" has the meaning ascribed to such term on page 3 hereof;

(iv) "**Amalgamation**" means the amalgamation of the Company and Credissential Subco pursuant to the applicable provisions of the *Business Corporations Act* (Ontario) or such other applicable corporate statute, in connection with the Business Combination, pursuant to which: (a) the Company and Credissential Subco amalgamate to form one corporation; and (b) all of the issued and outstanding securities of the Company (including securities issued upon the conversion of Subscription Receipts) are exchanged for, or otherwise converted into, securities of Resulting Issuer; in each case on the terms and subject to the conditions set out in the Transaction Documents;

(v) "**Amalgamation Agreement**" has the meaning ascribed to such term in Section 1 hereof;

(vi) "**Business Combination**" has the meaning set out in Section 1 hereof;

(vii) "**Business Day**" means a day on which banks are open for the transaction of regular business in Toronto, Ontario;

(viii) "**Canadian Offering Jurisdictions**" means each of the provinces and territories of Canada;

(ix) "**Canadian Securities Laws**" means, collectively, the securities laws and regulations in each of the Canadian Offering Jurisdictions, together with all written instruments, rules, policies, notices and orders (including blanket orders) of the securities regulators or regulatory authorities in each of the Canadian Offering Jurisdictions;

(x) “**CDS**” means CDS Clearing and Depository Services Inc.;

(xi) “**Closing**” means the completion of the issue and sale by the Company and the purchase by the Subscribers of the Subscription Receipts pursuant to the provisions of this Agreement;

(xii) “**Closing Date**” means the date or dates on which the Closing takes place, with the first tranche of the Offering to close on or about August 7, 2026, or such other date or dates as the Company may determine;

(xiii) “**Closing Time**” means 4:00 p.m. (Toronto time) on the Closing Date, or such other time or times as the Company may determine;

(xiv) “**Company**” has the meaning ascribed to such term on page 3 hereof;

(xv) “**Common Shares**” means common shares in the capital of the Company;

(xvi) “**Control Person**” has the meaning set forth in section 1(1) of the Act;

(xvii) “**Credissential**” means Credissential Inc., a company existing under the laws of the Province of Alberta;

(xviii) “**Credissential Common Share**” has the meaning set out in Section 1 hereof;

(xix) “**Credissential Subco**” has the meaning ascribed to such term in Section 1 hereof;

(xx) “**CSE**” means the Canadian Securities Exchange;

(xxi) “**Dollar**” or “**C$**” means, unless otherwise specified, a dollar of lawful money of Canada;

(xxii) “**Escrow Release Conditions**” has the meaning ascribed to such term in the Term Sheet;

(xxiii) “**Exchange**” means any recognized stock exchange on which the Resulting Issuer Shares are listed;

(xxiv) “**Exchange Offer**” means the offer(s) to acquire made by Credissential to the Orbit2Orbit Securityholders of all of the issued and outstanding Orbit2Orbit Ordinary Shares pursuant to a share exchange;

(xxv) “**Exchange Offer Documents**” means the offer documents prepared in accordance with applicable Australian securities laws and delivered to the Orbit2Orbit Securityholders, pursuant to which Credissential makes the Exchange Offer, together with any supplements or amendments thereto;

(xxvi) “**Exchange Ratio**” has the meaning set out in Section 1 hereof;

(xxvii) “**Extraordinary Resolution**” has the meaning set out in Section 1 hereof;

(xxviii) “**Finder’s Warrant**” has the meaning set out in Section 10 hereof;

(xxix) “**Gross Proceeds**” has the meaning set out in Section 1 hereof;

(xxx) “**International Jurisdictions**” has the meaning ascribed to such term in Section 7 hereof;

(xxxi) “**Letter of Agreement**” means the binding letter agreement dated July 13, 2026 between Credissential and Orbit2Orbit;

(xxxii) “**Lock-Up Agreement**” means the lock-up agreement to be completed and executed by each Subscriber, in the form attached hereto as Schedule F, pursuant to which such Subscriber agrees to the transfer restrictions applicable to the securities of the Resulting Issuer set forth therein;

(xxxiii) “**NI 45-106**” means National Instrument 45-106 *Prospectus Exemptions;*

(xxxiv) “**Offering**” means the non-brokered private placement of a minimum of 10,000,000 Subscription Receipts for aggregate gross proceeds of at least C$8,000,000;

(xxxv) “**Orbit2Orbit**” means Orbit2Orbit Pty Ltd (ACN 42 684 532 607), a proprietary company registered under the laws of Australia;

(xxxvi) **“Orbit2Orbit Noteholders”** means the holders of Orbit2Orbit’s outstanding unsecured convertible loan notes;

(xxxvii) “**Orbit2Orbit Ordinary Shares**” means the ordinary shares in the capital of Orbit2Orbit as constituted on the date hereof;

(xxxviii) “**Orbit2Orbit SAFE Noteholders**” means the holders of Orbit2Orbit’s outstanding SAFE Notes;

(xxxix) “**Orbit2Orbit Securityholders**” means the holders of Orbit2Orbit securities;

(xl) “**Person**” includes: an individual; a corporation; a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

(xli) “**Purchased Subscription Receipts**” has the meaning ascribed to such term on page 3 hereof;

(xlii) “**Qualified Institutional Buyer**” means “qualified institutional buyer” as defined in Rule 144A(a)(1) under the U.S. Securities Act;

(xliii) “**Regulation D**” means Regulation D under the U.S. Securities Act;

(xliv) “**Regulation S**” means Regulation S under the U.S. Securities Act;

(xlv) “**Release Deadline**” has the meaning ascribed to such term in Section 1 hereof;

(xlvi) “**Release Event**” has the meaning ascribed to such term in Section 1 hereof;

(xlvii) “**Release Notice**” means a written release notice executed by the Company, Orbit2Orbit, and Credissential addressed to the Subscription Receipt Agent confirming that the Escrow Release Conditions have been satisfied or waived;

(xlviii) “**Resulting Issuer**” means Credissential (proposed to be renamed “Orbit2Orbit Inc.”) as it exists after completion of the Business Combination;

(xlix) “**Resulting Issuer Shares**” means common shares in the capital of the Resulting Issuer upon effecting the Business Combination and “**Resulting Issuer Share**” means any one common share in the capital of the Resulting Issuer upon effecting the Business Combination;

(l) "**Resulting Issuer Warrants**" means the common share purchase warrants of the Resulting Issuer issuable in exchange for the Underlying Warrants pursuant to the Amalgamation, with each whole Resulting Issuer Warrant exercisable to acquire one (1) Resulting Issuer Warrant Share on the terms set out in the Warrant Indenture, including the U.S. exercise restrictions set forth herein and therein; and "**Resulting Issuer Warrant**" means any one such warrant;

(li) "**Resulting Issuer Warrant Shares**" means the common shares in the capital of the Resulting Issuer issuable upon exercise of the Resulting Issuer Warrants;

(lii) "**SAFE Notes**" means the simple agreements for future equity of Orbit2Orbit in the aggregate principal amount of A$300,000, which are convertible into Orbit2Orbit Ordinary Shares in accordance with their terms;

(liii) "**SEC**" means the United States Securities and Exchange Commission;

(liv) "**Securities**" means, collectively, the Subscription Receipts, the Underlying Shares and the Underlying Warrants;

(lv) "**Securities Laws**" means, collectively, Canadian Securities Laws, U.S. Securities Laws and the applicable securities laws (including all rules and regulations thereunder) in any International Jurisdiction;

(lvi) "**Subscriber**" or "**You**" means the Person purchasing the Purchased Subscription Receipts and whose name appears on the first execution page hereof and who has signed this Agreement or, if the Person whose name appears on the first execution page hereof has signed this Agreement as agent for, or on behalf of, a beneficial purchaser and is not a trust company, trust corporation or portfolio manager deemed to be purchasing the Purchased Subscription Receipts as principal under NI 45-106, the Person who is the beneficial purchaser of the Purchased Subscription Receipts as disclosed on the execution pages hereof;

(lvii) "**Subscription Funds**" has the meaning ascribed to such term in Section 1 hereof;

(lviii) "**Subscription Price**" has the meaning ascribed to such term on page 3 hereof;

(lix) "**Subscription Proceeds**" has the meaning ascribed to such term in Section 1 hereof;

(lx) "**Subscription Receipt Agent**" means Endeavor Trust Corporation and its successors and permitted assigns (or such licensed Canadian trust company or other Subscription Receipt Agent as may be acceptable to the Company);

(lxi) "**Subscription Receipt Agreement**" means the subscription receipt agreement to be entered into on or before the Closing Date among the Company, Credissential and the Subscription Receipt Agent;

(lxii) "**Subscription Receipts**" means the subscription receipts of the Company (including, for the avoidance of doubt, the Purchased Subscription Receipts), each subscription receipt entitling the holder thereof to receive, upon the satisfaction or waiver of the Escrow Release Conditions at or before the Release Deadline, without payment of any additional consideration or further action on the part of the holder, one (1) Unit, consisting of one (1) Underlying Share and one-half of one (1/2) Underlying Warrant, subject to adjustment, in accordance with the provisions of the Subscription Receipt Agreement;

(lxiii) "**Term Sheet**" means the term sheet delivered to potential purchasers of Subscription Receipts, as may be amended from time to time and delivered to the Subscriber, a copy of which is attached hereto as Schedule A;

(lxiv) "**Transaction Documents**" means the definitive agreements, documents and instruments entered into in connection with the Business Combination, including, without limitation:

A. the Letter Agreement;

B. the Exchange Offer Documents;

C. the Amalgamation Agreement;

D. the Subscription Receipt Agreement and all agreements and instruments relating to the issuance, escrow and conversion of Subscription Receipts into securities of the Company and/or the Resulting Issuer;

E. the Warrant Indenture; and

F. all other agreements, certificates, instruments and documents executed or delivered in connection with the foregoing,

in each case as the same may be amended, supplemented or replaced from time to time;

(lxv) "**Underlying Shares**" means the Common Shares issuable upon conversion of the Subscription Receipts, and "**Underlying Share**" means any one Common Share issuable upon conversion of a Subscription Receipt;

(lxvi) "**Underlying Warrants**" means the common share purchase warrants of the Company issuable upon conversion of the Subscription Receipts, with each whole Underlying Warrant exercisable to acquire one (1) Warrant Share at an exercise price of C$1.50 per Warrant Share until the date that is 24 months following the satisfaction or waiver of the Escrow Release Conditions, subject to adjustment, the U.S. exercise restrictions set forth herein and in the Warrant Indenture, and the other terms and conditions set out in the Warrant Indenture; and "**Underlying Warrant**" means any one such warrant;

(lxvii) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(lxviii) "**U.S. Accredited Investor**" means an "**accredited investor**" within the meaning of Rule 501(a) of Regulation D;

(lxix) "**U.S. Person**" means a "U.S. person" as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

(lxx) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

(lxxi) "**U.S. Securities Laws**" means the U.S. Securities Act, the United States Securities Exchange Act of 1934, as amended, and all rules and regulations promulgated thereunder and the applicable securities ("**Blue Sky**") laws of the states of the United States;

(lxxii) "**Warrant Indenture**" means the warrant indenture to be entered into on or before the satisfaction or waiver of the Escrow Release Conditions between Credissential and the Warrant Agent governing the terms of the Resulting Issuer Warrants;

(lxxiii) "**Warrant Agent**" means Endeavor Trust Corporation and its successors and permitted assigns; and (lxxiv) "**Warrant Shares**" means the Common Shares issuable upon the exercise of the Underlying Warrants, and "**Warrant Share**" means any one Common Share issuable upon the exercise of an Underlying Warrant.

3. Acceptance or Rejection of Subscription

(a) The Subscriber acknowledges and agrees, on its own behalf and, if applicable, on behalf of any beneficial subscriber, that the Company reserves the right, in its absolute discretion, to reject this subscription for Purchased Subscription Receipts, in whole or in part, at any time prior to the Closing Time. The Subscriber and each beneficial purchaser, if any, acknowledges and agrees that the acceptance of this offer will be conditional upon the issue and sale of the Purchased Subscription Receipts to the Subscriber and each beneficial purchaser, if any, being exempt from any prospectus or registration statement requirements (or other similar requirements) of the Securities Laws, and, as a result: (i) the Subscriber may not receive information that would otherwise be required under applicable Securities Laws or be contained in a prospectus prepared in accordance with applicable Securities Laws, (ii) the Subscriber is restricted from using most of the protections, rights and remedies available under applicable Securities Laws, and (iii) the Company is relieved from certain obligations that would otherwise apply under applicable Securities Laws. The Company will be deemed to have accepted this Agreement upon the Company's execution of the acceptance at page 6 of this Agreement and the delivery at the Closing of the Purchased Subscription Receipts to the Subscriber in accordance with the provisions hereof. If this subscription is rejected in whole, any cheques or other forms of payment delivered pursuant to the terms hereof representing the Aggregate Subscription Price will be promptly returned to the Subscriber, without interest or deduction. If this subscription is accepted only in part, a cheque or other form of payment representing any refund of the Aggregate Subscription Price for that portion of the Purchased Subscription Receipts which is not accepted will be promptly delivered to the Subscriber, without interest or deduction.

(b) The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Purchased Subscription Receipts from the Company, on and subject to the terms and conditions set out in this Agreement, for the Aggregate Subscription Price which is payable as described in Section 4 hereto.

4. Conditions of Purchase and Sale

(a) The Subscriber acknowledges and agrees that the obligations of the Company hereunder are conditional on the fulfillment of the following conditions at or prior to the Closing Time:

(i) not later than 9:00 a.m. (Toronto time) on August 4, 2026, or such other times or dates as the Company may determine, the Subscriber having properly completed, signed and delivered this Agreement (including the Lock-Up Agreement and all other applicable Schedules hereto);

(ii) payment by the Subscriber of the Aggregate Subscription Price by no later than 9:00 a.m. (Toronto time) on August 4, 2026, in the form and manner set out on Pages 1 and 2 of this Agreement;

(iii) the Subscriber having executed and returned to the Company, at the Company's request, all other documents as may be required by the Securities Laws for delivery by the Company in connection with the Subscriber's subscription for the Purchased Subscription Receipts;

(iv) the representations and warranties made by the Subscriber herein (including representations and warranties made in any Schedule attached hereto, as applicable), being true and correct when made and being true and correct at the Closing Time with the same force and effect as if they had been made on and as of the Closing Time; and

(v) all covenants, agreements and conditions contained in this Agreement to be performed by the Subscriber having been performed or complied with in all material respects on or prior to the Closing Date.

(b) Any obligation of the Company to sell the Purchased Subscription Receipts to the Subscriber is subject to:

(i) acceptance by the Company of the Subscriber's subscription pursuant to this Agreement, in whole or in part; and

(ii) the Offering being exempt from the requirements to file a prospectus, registration statement or other similar document contained in any Securities Laws applicable to the sale of the Purchased Subscription Receipts or upon the issue of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus, registration statement or other similar document.

(c) The Subscriber understands that the information provided herein will be relied upon by the Company and its counsel for the purposes of determining the eligibility of the Subscriber to purchase the Purchased Subscription Receipts. The Subscriber agrees to provide upon request any additional information that the Company determines necessary or appropriate in determining the Subscriber's eligibility to purchase the Purchased Subscription Receipts.

5. <u>The Closing</u>

Delivery and payment for the Purchased Subscription Receipts and issuance thereof will be completed at the Closing at the offices of Aird & Berlis LLP, counsel to the Company, at Brookfield Place, 181 Bay Street, Suite 1800, Toronto, ON M5J 2T9 at the Closing Time.

If, on or prior to the Closing Time, the terms and conditions contained in this Agreement have been complied with to the satisfaction of the Company or waived by the Company, then: (a) all completed subscription agreements, including this Agreement and the Lock-Up Agreement, shall be delivered to the Company; and (b) the Subscription Proceeds shall be delivered to the Subscription Receipt Agent against (i) delivery by the Company of the Subscription Receipts, including the Purchased Subscription Receipts, through the book-entry systems of CDS or direct registration statements or, in the case of U.S. Accredited Investors who are not otherwise Qualified Institutional Buyers, by delivery of physical certificates or direct registration statements evidencing the Subscription Receipts to such purchasers, or such other evidence of issue of the Subscription Receipts as the Company may determine; and (ii) delivery of such other documentation as may be required pursuant to this Agreement and the Subscription Receipt Agreement.

6. <u>Authorization of the Company</u>

The Subscriber hereby (a) consents to the Amalgamation; and (b) agrees to execute and deliver without delays such forms, transfers and other documents as may be necessary or desirable for the Company to implement the Amalgamation. The Subscriber irrevocably authorizes the Company, in its discretion, to act as the Subscriber's representative at the Closing, and hereby appoints the Company full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber's place and stead:

(a) to do all such things and to execute such documents and instruments that may be necessary or desirable to give effect to the Amalgamation and the exchange of the Underlying Shares and Underlying Warrants pursuant to the terms of the Amalgamation and the Subscriber shall have no claim or cause of action against the Company, Credissential, Orbit2Orbit or against any third party as a result of the Company so acting as its attorney. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the insolvency or bankruptcy of the Subscriber. This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by the Subscriber. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. The Subscriber (on its own behalf, and, if applicable, on behalf of each beneficial purchaser on whose behalf it is contracting) agrees to be bound by any representations or actions made or taken by the Company, on behalf of the Subscriber pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Company taken in good faith under this power of attorney relating to the Amalgamation in connection therewith. Any person dealing with the Company may conclusively rely, without further inquiry, on any document, instrument or agreement executed by the Company pursuant to this power of attorney as having been duly authorized by, and being binding on, the Subscriber;

(b) to authorize the electronic deposit of the Purchased Subscription Receipts with CDS, unless the Subscriber is a U.S. Accredited Investor who is not otherwise a Qualified Institutional Buyer, in which case the Subscriber shall be issued physical certificates evidencing the Purchased Subscription Receipts;

(c) to deliver to the Subscription Receipt Agent, or to authorize and cause delivery of the Aggregate Subscription Price to the Subscription Receipt Agent, the Company and the other Persons in accordance with this Agreement, regardless of whether such Aggregate Subscription Price was initially delivered by the Subscriber to the Company or to another Person as instructed by the Company in accordance with the terms of this Agreement;

(d) to execute in the Subscriber's name and on its behalf all closing receipts and required documents;

(e) without the prior consent of the Subscriber, to complete and correct any errors or omissions in any form or document provided by the Subscriber, including this Agreement and, for the avoidance of doubt, the schedules hereto, in connection with the subscription for the Purchased Subscription Receipts and to exercise any rights of termination contained in this Agreement;

(f) to extend such time periods, to extend the Release Deadline, and to waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber's benefit contained in this Agreement, the Subscription Receipt Agreement or any ancillary or related document hereto or thereto;

(g) to approve any opinions, certificates or other documents addressed to the Subscriber;

(h) without the prior consent of the Subscriber, to waive, in whole or in part, or to vary or amend, any representations, warranties, covenants or conditions contained in this Agreement;

(i) to make payment of the Aggregate Subscription Price of the Purchased Subscription Receipts purchased by the Subscriber under this Agreement;

(j) to terminate, prior to Closing, this Agreement if any condition precedent to Closing is not satisfied, in such manner and on such terms and conditions as the Company, in its sole discretion, may determine, hereto or thereto; and

(k) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Subscription Receipt Agreement and any ancillary documents in connection with the Offering and the Business Combination.

7. <u>Representations, Warranties, Covenants and Acknowledgements of the Subscriber</u>

By executing this Agreement, the Subscriber, on its own behalf and on behalf of any disclosed beneficial subscriber, represents, warrants, covenants and acknowledges to and with the Company (and acknowledges that the Company and its counsel are relying thereon) that:

Authorization and Effectiveness

A. if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Agreement is executed and has all requisite legal capacity and competence to execute, deliver and be bound by this Agreement, to perform all of its obligations and covenants hereunder and to undertake all actions required of the Subscriber hereunder;

B. if the Subscriber is not an individual, the Subscriber has the requisite power, authority and legal capacity to execute, deliver and be bound by this Agreement to subscribe for the Purchased Subscription Receipts, to perform all of its obligations and covenants hereunder and to undertake all actions required of the Subscriber hereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained and the individual signing this Agreement has been duly authorized to do so;

C. if the Subscriber is a body corporate, the Subscriber is incorporated and validly subsisting under the laws of its jurisdiction of incorporation;

D. if the Subscriber is acting as principal, this Agreement has been duly and validly authorized, executed and delivered by the Subscriber, and, when accepted by the Company, will constitute a legal, valid and binding obligation enforceable against the Subscriber in accordance with the terms hereof (subject to bankruptcy, insolvency and other laws limiting the enforceability of creditors' rights and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction);

E. if the Subscriber is acting as agent or trustee (including, for the avoidance of doubt, a portfolio manager or comparable adviser) for a principal, the Subscriber is duly authorized to execute and deliver this Agreement and all other necessary documents in connection with such subscription on behalf of such principal, whom is subscribing as principal for its own account and not for the benefit of any other Person, and this Agreement has been duly and validly authorized, executed and delivered by or on behalf of, and, when accepted by the Company, will constitute a legal, valid and binding obligation enforceable against such principal in accordance with the terms hereof (subject to bankruptcy, insolvency and other laws limiting the enforceability of creditors' rights and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction);

F. the execution and delivery of this Agreement, the performance and compliance with the terms hereof, the subscription for the Subscription Receipts and the completion of the transactions contemplated hereby will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber (if not an individual), the Securities Laws or any other applicable law, any agreement to which the Subscriber is a party or any applicable regulation, judgment, decree, order or ruling to which the Subscriber is bound;

G. the Subscriber is not a Person created or used solely to purchase or hold securities in order to comply with or rely upon an exemption from the prospectus requirements of applicable Securities Laws and the Subscriber does not act jointly or in concert with any other Person or company for the purposes of acquiring securities of the Company or the Resulting Issuer;

Residence

H. the Subscriber is resident, and if applicable, each beneficial purchaser for whom it is acting, or if not an individual, has a head office and has its mind and management, in the jurisdiction indicated on the "Subscription and Subscriber Information" page of this Agreement and such address was not created and is not used solely for the purpose of acquiring the Purchased Subscription Receipts. The purchase by and sale to the Subscriber of the Purchased Subscription Receipts, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase or sale, has occurred only in such jurisdiction and the Subscriber intends that the Securities Laws of such jurisdiction govern such sale to and purchase by the Subscriber of the Purchased Subscription Receipts;

All Subscribers

I. THE SUBSCRIBER (AND ANY DISCLOSED BENEFICIAL SUBSCRIBER) HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SECURITIES, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT EVEN IF THE ENTIRE INVESTMENT IS LOST;

J. the Subscriber is eligible to purchase the Purchased Subscription Receipts pursuant to an exemption from the prospectus and registration requirements of applicable Securities Laws;

K. the Subscriber (i) is not an "insider" or "related party" of the Company or a "registrant" (as defined herein), or (ii) has identified itself to the Company as an "insider" or "related party", or a "registrant" (as applicable) in the "Mandatory Non-Brokered Private Placement Questionnaire" page of this Agreement;

L. the Subscriber is purchasing the Purchased Subscription Receipts for investment only and not with a view to resale or distribution;

M. unless the Subscriber is acting as agent or trustee pursuant to subparagraph E, above, or has filled out the "Disclosed Beneficial Purchaser Information" on the "Subscription and Subscriber Information" page of this Agreement, the Subscriber (as indicated under "Name of Subscriber" on such page) is purchasing the Purchased Subscription Receipts for its own account, and not for the benefit of any other Person;

N. the Subscriber does not have knowledge of a "material fact" or "material change" (as such terms are defined pursuant to Canadian Securities Laws) in the affairs of Credissential, Orbit2Orbit or the Company that has not been generally disclosed to the public;

O. the Subscriber confirms that the acknowledgements, representations, warranties, covenants and information contained herein and therein are true and correct as of the date hereof and will be true and correct as of the Closing Time and if less than a complete copy of this Agreement is delivered to the Company and its advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered;

Canadian Subscribers

P. if the Subscriber is resident in Canada,

a. then it is an accredited investor as such term is defined in Section 73.3(1) of the Act or NI 45-106, as applicable, and has completed, executed and delivered to the Company, the Canadian Accredited Investor Certificate in the form attached hereto as Schedule B.1 (and Appendix 1 to Schedule B.1, if applicable) indicating that the Subscriber fits within one of the prospectus exemption categories under applicable Securities Laws as set forth therein, and confirms the truth and accuracy of all representations, warranties and covenants made in such certificate as of the date of this Agreement and as of the Closing Time; or

b. it is a close relative, close personal friend or close business associate of a director, executive officer or control person of the Company and has completed, executed, and delivered to the Company or as otherwise directed by the Company, the Family Member, Close Personal Friend and/or Close Business Associate Certificate attached hereto as Schedule B.2 and (i) the Risk Acknowledgement Form attached thereto as Appendix I to Schedule B.2; or (ii) if resident in Saskatchewan, Appendix II to Schedule B.2.

<u>U.S. Subscribers</u>

Q. if the Subscriber is, or is subscribing for the account or benefit of, a person in the United States or a U.S. Person, the Subscriber acknowledges and agrees that:

a. the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares will be "restricted securities" (as defined in Rule 144 under the U.S. Securities Act) and will be subject to restrictions on transfer under United States federal and state securities laws and as set forth herein;

b. the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares will be offered and sold in the United States exclusively to U.S. Accredited Investors and Qualified Institutional Buyers; and

c. the Company and Credissential have no present intention of filing registration statements under the U.S. Securities Act in respect of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares; and

R. if the Subscriber is, or is subscribing for the account or benefit of, a person in the United States or a U.S. Person, the Subscriber agrees to the terms included in Schedule C.1 or Schedule C.2 hereto, as applicable;

S. if the Subscriber is, or is subscribing for the account or benefit of, a person in the United States or a U.S. Person, the Subscriber is a Qualified Institutional Buyer or a U.S. Accredited Investor, and the Subscriber has completed the applicable form in either Schedule C.1 or Schedule C.2, as applicable, hereto and identified in Schedule C.1 the appropriate category of U.S. Accredited Investor that correctly and in all respects describes the Subscriber, if applicable;

<u>Non-U.S. Subscribers</u>

T. unless the Subscriber is, or is subscribing for the account or benefit of, a person in the United States or a U.S. Person, and the Subscriber has completed and delivered the applicable form in either Schedule C.1 or Schedule C.2, as applicable, hereto (in which case the Subscriber makes the representations, warranties and covenants therein), the Subscriber acknowledges and agrees that:

a. the Subscription Receipts have not been offered to the Subscriber while the Subscriber was in the United States, and the individuals making the order to purchase the Subscription Receipts and executing and delivering this Agreement for the account or benefit of the Subscriber were not in the United States when the order was placed or when this Agreement was executed and delivered;

b. the Subscriber is not in the United States, is not a U.S. Person and is not purchasing the Subscription Receipts for the account or benefit of a person in the United States or a U.S. Person;

c. the Subscriber is not purchasing the Subscription Receipts as the result of any "directed selling efforts" (as defined in Rule 902(c) of Regulation S) made in the United States by the Company, a distributor, any of their respective affiliates, or any person acting on behalf of any of the foregoing;

d. the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act or any other applicable U.S. Securities Laws; and

e. the Subscriber has no intention to distribute either directly or indirectly any of the Securities in the United States or to, or for the account or benefit of a U.S. Person, except in compliance with the U.S. Securities Act and any other applicable U.S. Securities Laws;

<u>International Subscribers</u>

U. if the Subscriber is resident in or otherwise subject to Securities Laws of any jurisdiction outside of Canada and the United States (the "**International Jurisdiction**"), then:

a. the Subscriber confirms it is (i) not resident in any Province of Canada; and (ii) purchasing the Subscription Receipts as principal for its own account, and not for the benefit of any other Person;

b. the Subscriber has completed, executed and delivered to the Company a Foreign Subscriber Certificate in the form attached hereto as Schedule D as well as the form in Schedule B.1 (and Appendix 1 to Schedule B.1, if applicable);

c. the Subscriber is knowledgeable of, or has been independently advised as to, the applicable Securities Laws of the International Jurisdiction which would apply to this subscription, if any;

d. the delivery of the Agreement, the acceptance of it by the Company and the issuance of the Purchased Subscription Receipts to the Subscriber complies with all laws applicable to the Subscriber, including the laws of such Subscriber's jurisdiction of residence, and all other applicable laws, and will not cause the Company to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws or Securities Laws of the International Jurisdiction;

e. the Company is offering and selling the Subscription Receipts and the Subscriber is purchasing the Subscription Receipts pursuant to exemptions from the prospectus and registration requirements under the applicable Securities Laws of the International Jurisdiction or, if such is not applicable, the Company is permitted to offer and sell the Subscription Receipts and the Subscriber is permitted to purchase the Subscription Receipts under the applicable Securities Laws of such International Jurisdiction without the need to rely on exemptions;

f. the applicable Securities Laws of the International Jurisdiction do not require the Company to register any of the Purchased Subscription Receipts, file a prospectus, registration statement, offering memorandum or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and

g. the Subscriber will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (c) through (e) above to the satisfaction of the Company, acting reasonably;

<u>Risks of Private Placement</u>

V. the Subscriber acknowledges that:

a. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Subscription Receipts or the Offering;

b. there is no government or other insurance covering the Subscription Receipts;

c. there are risks associated with the purchase of the Subscription Receipts, including the risks set forth in this Agreement, and the Subscriber has read and understands such risks and is comfortable investing in the Subscription Receipts notwithstanding suck risks;

d. the Subscriber has been offered the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and to obtain any information the undersigned deems necessary to verify the accuracy of any information regarding the Company;

e. there are restrictions on the Subscriber's ability to resell the Purchased Subscription Receipts and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Purchased Subscription Receipts; and

f. the Company has advised the Subscriber that the Company is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Subscription Receipts through a person registered to sell securities under Canadian Securities Laws and, as a consequence of acquiring the Purchased Subscription Receipts pursuant to these exemptions, certain protections, rights and remedies provided by Canadian Securities Laws, including applicable statutory rights of rescission or damages, will not be available to the Subscriber;

<u>No Prospectus or Undisclosed Information</u>

W. the Subscriber understands that the Subscription Receipts are only being offered on a private placement basis and that the sale of the Subscription Receipts is therefore conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus or registration statement or to deliver an offering memorandum, and no prospectus or registration statement has been filed by the Company with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Subscription Receipts. As a result of acquiring the Purchased Subscription Receipts pursuant to such exemptions, the Subscriber acknowledges and confirms that:

a. the Subscriber may be restricted from using some of the protections, rights and remedies otherwise available under Securities Laws, including applicable statutory rights of rescission or damages in the event of a misrepresentation;

b. the Subscriber may not receive information that would otherwise be required to be provided to it under Securities Laws or contained in a prospectus prepared in accordance with applicable Securities Laws;

c. the Company is relieved from certain obligations that would otherwise apply under Securities Laws; and

d. the common law and Securities Laws may not provide the Subscriber with an adequate remedy in the event they suffer investment losses in connection with Securities acquired in connection with the Offering or the Resulting Issuer Shares acquired in connection with the Business Combination;

X. the Subscriber has not received or been provided with a prospectus or registration statement or offering memorandum (within the meaning of Securities Laws), or any sales or advertising literature in connection with the Offering. The Subscriber's decision to subscribe for the Subscription Receipts was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to any fact made by or on behalf of the Company, Orbit2Orbit, Credissential and their respective directors, officers, employees, agents and representatives, other than set out in this Agreement and the schedules attached hereto. The Subscriber's decision to subscribe for the Subscription Receipts was based solely upon this Agreement and the schedules attached hereto;

Y. counsel to the Company and its directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any such publicly available information concerning Orbit2Orbit or the Company or as to whether all information concerning Orbit2Orbit or the Company that is required to be disclosed or filed by Orbit2Orbit, the Company or Credissential under the Securities Laws has been so disclosed or filed;

Z. the Subscriber acknowledges that neither Orbit2Orbit, the Company nor Credissential has made available any financial information to the Subscriber, other than as publicly available;

AA. the Subscriber acknowledges that the Resulting Issuer will be filing a listing statement in the form prescribed by the CSE after the Closing, which statement will include historical financial statements for Orbit2Orbit and Credissential, as well as business, operational and management information relating to Orbit2Orbit and Credissential, and that the Subscriber will not have the benefit of the disclosure contained therein in evaluating its purchase of the Purchased Subscription Receipts;

BB. Credissential is a reporting issuer in certain Canadian provinces, and historical financial and business information is available on www.sedarplus.ca;

Investment Suitability

CC. the Subscriber confirms that the Subscriber:

a. has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares;

b. is capable of assessing the proposed investment in the Securities and the Resulting Issuer Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered to advise regarding an investment in the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares under applicable Securities Laws;

c. acknowledges that there is no assurance that the Company will raise sufficient funds to adequately develop its business or that the business will be profitable in the future and that the investment is speculative;

d. is aware of the characteristics of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares and the risks relating to an investment therein; and

e. is able to bear the economic risk of loss of its investment in the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares;

DD. the Subscriber understands that no securities commission, stock exchange (including the CSE), governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants or the Resulting Issuer Warrant Shares nor is there any government or other insurance covering the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares;

EE. the Subscriber is aware that the Securities are not currently listed on any stock exchange and that there is currently no market for the Securities and that it is possible that a market for such securities may never develop;

No Representations

FF. the Subscriber confirms that none of the Company, Credissential or Orbit2Orbit nor any of their respective directors, employees, officers, representatives, agents or affiliates have made any representations (written or oral) to the Subscriber:

a. regarding the future value of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares;

b. that any person will resell or, other than as provided for in this Agreement, repurchase the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares; or

c. that any person will refund the Aggregate Subscription Price other than as provided in this Agreement;

Limitations on Resale

GG. the Subscriber, and each beneficial purchaser for whom it is contracting, understands that it may not be able to resell the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares except in accordance with limited exemptions available under applicable Securities Laws, and that the Subscriber is solely responsible for (and the Company is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions. The Subscriber will comply with all applicable Securities Laws concerning the subscription, purchase, holding and resale of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares and will not resell any of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants or the Resulting Issuer Warrant Shares except in accordance with the provisions of applicable Securities Laws;

HH. the Subscriber acknowledges that it may not transfer (i) the Securities to a Person in the United States or to, or for the account or benefit of, a Person in the United States, and (ii) the Resulting Issuer Shares, the Resulting Issuer Warrants or the Resulting Issuer Warrant Shares to a Person in the United States or to, or for the account or benefit of, a Person in the United States, except as set forth herein;

II. the Subscriber acknowledges that the Company is not a "reporting issuer" (or equivalent thereof) in any jurisdiction, the Company has no obligation to become a reporting issuer and there is no guarantee that it will become a reporting issuer in the future. The Subscriber further acknowledges that, as a result of the Company not being a reporting issuer, the Securities are subject to an indefinite restriction on resale (i.e., a "hold period") under Canadian Securities Laws and, if subject to Canadian Securities Laws, that it, he or she (as applicable) will not be able to resell any of the Securities until expiration of the applicable hold period (which hold period will not commence to run until the Company has become a "reporting issuer" in a jurisdiction of Canada). The Subscriber further acknowledges that during such indefinite "hold period", the Subscriber may not trade the Securities under applicable Canadian Securities Laws without filing a prospectus or equivalent document in accordance with such laws or being able to rely on one of the limited exemptions under applicable Canadian Securities Laws;

JJ. the Subscriber acknowledges that the Securities may only be transferred or assigned in compliance with applicable laws (including Canadian Securities Laws) and will be subject to statutory resale restrictions under the Canadian Securities Laws in which the Subscriber resides or under other applicable securities laws and the Subscriber covenants that it, he or she (as applicable) will not resell the Securities except in compliance with such laws and the Subscriber acknowledges that it, he or she (as applicable) is solely responsible (and the Company is not in any way responsible) for such compliance;

KK. the Subscriber acknowledges that, pursuant to: (i) applicable Securities Laws, the assignment, transfer, hypothecation or pledge of the Securities is restricted; and (ii) the constating documents of the Company currently restrict the transfer of an Underlying Share;

Legends

LL. there are restrictions on the ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities, and such securities may not be resold under Canadian Securities Laws until after the expiry of the applicable "hold" or "restricted" period attaching to such securities unless sold pursuant to an exemption under applicable Securities Laws. For purposes of complying with applicable Canadian Securities Laws, including National Instrument 45-102 *Resale of Securities,* the Subscriber understands and acknowledges that the certificates evidencing the Securities (and any replacement certificate issued prior to the expiration of the applicable hold periods), or ownership statements issued under a direct registration system or other electronic book entry system, which it shall receive will bear a legend, substantially in the following form, referring to such restrictions on resale and neither the Company, the Resulting Issuer nor any transfer agent of the Company or the Resulting Issuer will register any transfers of such Securities not made in compliance with such restrictions on resale:

> **"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) DATE OF DISTRIBUTION OF THE SECURITIES AND (II) THE DATE THE COMPANY BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."**

In addition, the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares sold or issued to U.S. Accredited Investors, who are not otherwise Qualified Institutional Buyers, who are, or are subscribing for the account or benefit of, persons in the United States will be evidenced by physical certificates that will bear the U.S. Securities Laws legends set forth on Schedule C.1;

Lock-Up Agreement

MM. the Subscriber further acknowledges and agrees that the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares issued or issuable to the Subscriber will be subject to the terms and conditions of the Lock-Up Agreement attached as Schedule F, including the restrictions on transfer set forth therein;

No Purchase or Offer in the United States

NN. unless the Subscriber is, or is subscribing for the account or benefit of, a Person in the United States or a U.S. Person and has duly completed and executed Schedule C.1 or Schedule C.2, as applicable, hereto, neither the Subscriber nor any Person for whom it is acting will offer, sell, transfer or otherwise dispose of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares in the United States or to, or for account or benefit of, a U.S. Person;

OO. no Underlying Warrant or Resulting Issuer Warrant may be exercised in the United States or by, or for the account or benefit of, a U.S. Person unless the securities issuable upon exercise have been registered under the U.S. Securities Act and applicable state securities laws or are issued pursuant to an available exemption from, or in a transaction not subject to, such registration requirements, and the Company or the Resulting Issuer, as applicable, may require an opinion of counsel of recognized standing or other evidence reasonably satisfactory to it to that effect before permitting any such exercise;

No Proceeds of Crime

PP. the funds representing the Aggregate Subscription Price which will be advanced by the Subscriber hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), as may be amended from time to time (the

"**PCMLTFA**") and for the purposes of the *United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act*, as may be amended from time to time (the "**PATRIOT Act**") and the Subscriber acknowledges that the Company may in the future be required by law to disclose the Subscriber's name and other information relating to this Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and the PATRIOT Act. The Subscriber further represents that neither it nor, to its knowledge, any beneficial purchaser or Person for whom it is acting is the subject of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any other applicable sanctions authority. To the best of its knowledge: (i) none of the funds representing the Aggregate Subscription Price to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States, any International Jurisdiction or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Company if the Subscriber discovers that any of such representations cease to be true, and to provide the Company with appropriate information in connection therewith;

No Recommendation

QQ. the offer of the Subscription Receipts does not constitute a recommendation to purchase the Subscription Receipts or financial product advice;

No Financial Assistance

RR. the Subscriber has not received and does not expect to receive any financial assistance from the Company, directly or indirectly, in respect of the Subscriber's purchase of the Purchased Subscription Receipts and the Company has not had regard to the Subscriber's particular objectives, financial situation and needs;

Future Financings

SS. the Subscriber acknowledges that the Company may complete additional financings in the future to develop the proposed business of the Company and to fund its ongoing development. There is no assurance that such financings will be available and if available, will be on reasonable terms. Any such future financings may have a dilutive effect on securityholders of the Company, including the Subscriber;

No Advertising

TT. except to the extent that the Company has determined to conduct offers and sales in the United States in reliance on Rule 506(c) of Regulation D, the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation or on radio, television or other form of telecommunication or any other form of advertisement (including electronic display or the Internet including but not limited to the Company's website) or sales literature with respect to the distribution of the Subscription Receipts or any seminar or meeting whose attendees have been invited by general solicitation or general advertising or any other form of advertisement or general solicitation;

No Other Fees

UU. the Subscriber confirms that there is no Person acting or purporting to act on behalf of the Subscriber in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee. If any other Person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Subscription Receipts on account of the Subscriber's subscription, the Subscriber covenants to indemnify and hold harmless the Company with respect thereto and with respect to all costs reasonably incurred in the defence thereof;

Other Documents

VV. if required by Securities Laws or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Company in filing such reports, undertakings and other documents with respect to the subscription for and issuance of the Securities;

Subscriber's Responsibility for Legal and Financial Advice

WW. the Subscriber acknowledges that purchasing, holding and disposing of the Securities may have legal and tax consequences in any applicable jurisdictions and the Subscriber confirms that it is solely responsible for obtaining its own legal, tax, investment and other professional advice with respect to the execution, delivery and performance by it of this Agreement and the transactions contemplated hereunder including the suitability of the Securities as an investment for the Subscribers the tax consequences of purchasing and dealing with the Securities, and the resale restrictions and "hold periods" to which the Securities are or may be subject under Securities Laws. The Subscriber has not relied upon any statements made by or purporting to have been made on behalf of the Company or its respective counsel with respect to such matters;

XX. the Subscriber acknowledges that it has been encouraged to obtain independent legal, income tax and investment advice with respect to its subscription for the Purchased Subscription Receipts and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained in this Agreement relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Agreement;

YY. the Subscriber acknowledges that all costs and expenses incurred by the Subscriber (including any fees and disbursements of legal counsel, tax advisors, or other professional advisors retained by the Subscriber) relating to the Offering shall be borne solely by the Subscriber;

Registration

ZZ. the Subscriber is not engaged in the business of trading in securities or exchange contracts as a principal or agent and does not hold himself, herself or itself out as engaging in the business of trading in securities or exchange contracts as a principal or agent, or is otherwise exempt from any requirements to be registered as a dealer under National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;

Not a Control Person

AAA. the Subscriber is not a Control Person of the Company and will not become a Control Person of the Company by virtue of its subscription for Subscription Receipts hereunder and the Subscriber does not intend to act in concert with any other Person or Persons to form a control group of the Company;

Personal Information

BBB. the Subscriber acknowledges that this Agreement, Schedule B.1, Schedule B.2, Schedule C.1, Schedule C.2, Schedule D, and all Appendixes thereto, attached hereto require the Subscriber to provide certain personal information relating to the Subscriber to the Company. Such information is being collected and will be used by the Company for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Purchased Subscription Receipts under Securities Laws, preparing and registering certificates representing securities or arranging for non-certificated, electronic delivery of same, and completing filings required by any securities regulatory authority or exchange. Such personal information may be disclosed by the Company to (a) securities regulatory authorities, stock exchanges, such as the CSE, as applicable, (b) the Company's registrar and transfer agent, (c) any government agency, board or other entity and (d) any of the other parties involved in this Offering, including the legal counsel of the Company, and may be included in record books in connection with this Offering. By executing this Agreement, the Subscriber consents to the foregoing collection, use and disclosure of such personal information of the Subscriber and any disclosed beneficial purchaser and to the filing of copies or originals of any of the documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated in this Agreement;

CCC. the Subscriber acknowledges being notified that if the Subscriber is resident or otherwise subject to Canadian Securities Laws: (i) the Company will deliver to the applicable securities regulatory authority or regulator certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, email address, the number of Purchased Subscription Receipts purchased by such Subscriber, the Aggregate Subscription Price, the prospectus exemption under Canadian Securities Laws relied on and the date of distribution of the Purchased Subscription Receipts, (ii) such information is being collected indirectly by the applicable securities regulatory authority or regulator under the authority granted to it in securities legislation, (iii) such information is being collected for the purposes of the administration and enforcement of applicable Canadian Securities Laws of the local Canadian jurisdiction, and (iv) the Subscriber may contact the public officials listed on Schedule E with respect to questions about the security regulatory authority's or regulator's indirect collection of such information;

<u>The Business Combination</u>

DDD. the Subscriber acknowledges that the completion of the Business Combination is subject to the satisfaction of a number of conditions precedent. There is no assurance that the Business Combination will be completed or that the Escrow Release Conditions will be satisfied or waived at or before the Release Deadline;

<u>Extension of Release Deadline</u>

EEE. the Subscriber acknowledges and agrees that the Release Deadline may be extended:

a. by the Company, in its sole discretion, for an additional period of up to 30 days by written notice delivered to the Subscription Receipt Agent (and, if applicable, publicly disclosed), in accordance with the terms of the Subscription Receipt Agreement; and

b. by Extraordinary Resolution of the holders of Subscription Receipts in accordance with the Subscription Receipt Agreement.

For greater certainty, any such extension effected in accordance with the Subscription Receipt Agreement shall be binding on all holders of Subscription Receipts and no further consent, approval or action by the Subscriber shall be required;

<u>Company Generally</u>

FFF. the Subscriber is aware that (i) the Company is a private company and does not have any of its securities listed on a stock exchange and there is no assurance that its securities will ever become publicly listed or exchanged for publicly listed shares; and (ii) the Company has a limited operating history and that there are substantial risks in an investment in the Purchased Subscription Receipts and the Underlying Shares and the Underlying Warrants;

GGG. the Subscriber acknowledges that the Company has not declared dividends since incorporation and has no present intention to declare or pay any dividends in the foreseeable future;

<u>Larger Offering and No Guarantee of Completion</u>

HHH. the Subscriber acknowledges that the purchase of the Purchased Subscription Receipts by the Subscriber forms part of the Offering and that completion of the Offering is a condition to the completion of the Business Combination;

III. the Subscriber acknowledges that the Company may, at its discretion, increase the size of the Offering and close the Offering in one or more tranches;

Not a Shareholder

JJJ. the Subscriber acknowledges that a holder of Subscription Receipts is not a shareholder or warrant holder of the Company and thus, the Subscriber, while holding Subscription Receipts, will not be entitled to any right or interest in respect of the Underlying Shares (including voting rights or right to notice of meetings of shareholders of the Company) and the Underlying Warrants except as provided herein;

Counsel to the Company

KKK. the Subscriber understands that Aird & Berlis LLP is acting solely as counsel to the Company and is not acting as counsel to the Subscriber or assumes any responsibility or liability of any nature whatsoever for the accuracy or adequacy of any of the information furnished to the Subscriber in connection with the Offering; and

Due Diligence

LLL. the Subscriber, and each beneficial purchaser for whom it is acting, acknowledges that (i) it is not relying upon the Company to conduct any due diligence investigation on behalf of the Subscriber regarding the Offering, the Securities or the Company's business, management, financial position, condition or prospects, and (ii) Company does not make any representation or warranty as to, or assume any responsibility or liability of any nature whatsoever for, the accuracy or adequacy of any of the information furnished to the Subscriber in connection with the Offering.

8. Reliance upon Representations, Warranties and Covenants by the Company

The Subscriber acknowledges that the representations, warranties and covenants made by the Subscriber in this Agreement (including without limitation those made in each schedule attached hereto, as applicable) are made with the intent that they may be relied upon by the Company and its counsel to, among other things, determine the Subscriber's eligibility to purchase the Purchased Subscription Receipts, including, without limitation, the availability of exemptions from the registration and prospectus requirements of applicable Securities Laws in connection with the issuance of the Purchased Subscription Receipts to the Subscriber. The Subscriber, and each beneficial purchaser, further covenants to the Company that by accepting the Purchased Subscription Receipts, the Subscriber and each beneficial purchaser shall be representing and warranting that such representations and warranties are true as at the Closing Date with the same force and effect as if they had been made by the Subscriber at the Closing Date and that the covenants of the Subscriber made by it in this Agreement to be performed prior to the Closing Date have been performed. The Subscriber and each beneficial purchaser further agrees to indemnify the Company and its affiliates, shareholders and their respective directors, officers, employees, advisers and agents, and their respective counsel, against all losses, claims, costs, expenses, damages and liabilities which any of them may suffer or incur and which are caused by or arise from any inaccuracy in, or breach or misrepresentation by the Subscriber of, any such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Company of any change in any statement, representation or warranty, or other information relating to the Subscriber or a beneficial purchaser set forth herein that takes place prior to the Closing Date.

9. Representations, Warranties and Covenants of the Company

(a) The Company represents, warrants, acknowledges and covenants, as applicable, to the Subscriber (and acknowledges that the Subscriber is relying thereon) both at the date hereof and at the Closing Time that:

(i) The Company has been duly incorporated and is validly existing and in good standing under the laws of the Province of Ontario.

(ii) The Company has the corporate power and authority and is duly qualified to own or lease and use its assets and to carry on its business as is presently conducted and proposed to be conducted and to enter into and carry out its obligations with respect to the transactions contemplated by this Agreement. All consents, approvals or notices required to be obtained or given with respect to the Offering contemplated hereby have been obtained or given, or will be obtained prior to the Closing Time.

(iii) The Company has or will have prior to the Closing Time all corporate power and authority to undertake the Offering contemplated hereby, to create, issue and sell the Subscription Receipts and, upon conversion of the Subscription Receipts, to issue the Underlying Shares and the Underlying Warrants. Upon conversion of the Subscription Receipts, the Underlying Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Company, and upon exercise of the Underlying Warrants in accordance with their terms, including payment in full of the applicable exercise price therefor, the Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Company.

(iv) Upon acceptance by the Company, the Agreement will be a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors and others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(v) The execution and delivery of this Agreement and the compliance by the Company with the terms hereof will not result in any breach or be in conflict with or constitute a default under or create a state of facts which after notice or lapse of time or both would constitute a default under any term or provision of the Company's constating documents or resolutions of the directors or shareholders of the Company or any agreement to which the Company is a party or by which it is bound.

(vi) With respect to offers and sales in the United States, the Company will conduct the Offering in compliance with Regulation D, including Rule 506(b) or Rule 506(c), as determined by the Company, and will make such Form D and applicable state securities or "Blue Sky" notice filings as are required in connection with such offers and sales.

(vii) If the Company determines to rely on Rule 506(c) of Regulation D for any offer or sale in the United States, the Company will take reasonable steps to verify that each purchaser in such offer or sale is a U.S. Accredited Investor and will not accept a subscription from any such purchaser unless the Company has determined that such verification has been completed to its reasonable satisfaction.

(viii) If the Company determines to rely on Rule 506(b) of Regulation D for any offer or sale in the United States, neither the Company nor, to the knowledge of the Company, any Person acting on its behalf will offer or sell the Subscription Receipts by means of general solicitation or general advertising within the meaning of Regulation D.

(ix) The Company is not disqualified from relying on Rule 506 of Regulation D by reason of Rule 506(d) thereunder and, prior to accepting subscriptions from U.S. purchasers, will use commercially reasonable efforts to obtain such information from its directors, executive officers, promoters, placement agents, compensated solicitors and other covered persons as the Company determines is reasonably necessary to confirm the availability of Rule 506 for the Offering.

(x) The Company will not pay any commission, fee or other transaction-based compensation in respect of any offer or sale of Subscription Receipts in the United States to any finder, broker, dealer, placement agent or other Person unless such Person is registered as a broker-dealer under applicable U.S. federal and state securities laws or the Company has determined, after consultation with counsel, that an exemption from such registration requirements is available.

(xi) The Company is a "business combination related shell company" as defined in Rule 405 under the U.S. Securities Act.

(xii) The Company reasonably believes that at the commencement of the offering of the securities, there is no "substantial U.S. market interest" as defined in Rule 902(j) of Regulation S in the class of securities to be offered or sold pursuant to this Agreement.

(xiii) The offer and sale of the securities to persons who are not "U.S. persons" (as defined in Rule 902(k) of Regulation S) hereunder are being made in an offshore transaction as defined in Rule 902(h) of Regulation S and no "directed selling efforts" have been made by the Company, any distributor, any of their respective affiliates or any person acting on behalf of any of the foregoing in connection with such offer and sale.

10. Commission

The Subscriber acknowledges and understands that, certain finders will be entitled to receive, in connection with subscribers introduced by the finder to Orbit2Orbit, the following upon completion of the Business Combination: (a) a cash commission equal to 5% of the aggregate gross proceeds of the Offering purchased by such subscribers; and (b) such number of common share purchase warrants (each, a "**Finder's Warrant**") as is equal to 5% of the aggregate number of Subscription Receipts issued to such subscribers. Each Finder's Warrant will entitle the holder thereof to purchase one (1) Resulting Issuer Share at a price of C$1.50 per share for a period of 24 months following the satisfaction or waiver of the Escrow Release Conditions. Notwithstanding the foregoing, no commission, fee or other transaction-based compensation shall be paid in connection with any offer or sale of Subscription Receipts in the United States unless the Company has determined, after consultation with counsel, that such payment may be made in compliance with applicable U.S. federal and state broker-dealer registration requirements.

11. General

(a) Headings: The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder", "herein" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement supplemental thereto and any schedules and appendices attached hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to articles, sections and paragraphs are to articles, sections, subsections and paragraphs of this Agreement.

(b) Number and Gender: Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine gender and neuter and *vice versa*.

(c) Severability: If one or more of the provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof will not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.

(d) Subscriber's Costs: The Subscriber acknowledges and agrees that all costs incurred by the Subscriber, including any fees and disbursements of any counsel retained by the Subscriber relating to the sale of the Purchased Subscription Receipts issued hereunder shall be borne by the Subscriber.

(e) Notices: All notices or other communications to be given hereunder will be delivered by hand or by e-mail, and if delivered by hand, will be deemed to have been given on the date of delivery or, if sent by e-mail, on the date of transmission if sent before 5:00 p.m. (Toronto time) and such day is a Business Day or, if not, on the first Business Day following the date of transmission.

Notices to the Company or Orbit2Orbit will be addressed to:

Orbit2Orbit Financing Inc.
Unit 12 / 10 Louis Crt
Coomera 4209
Gold Coast, Queensland
Australia

Attention: Bradley Hatton-Jones
Email: bradleyhj@orbit2orbit.space

with a copy (which will not constitute notice) to:

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Richard Kimel, Partner
Email: rkimel@airdberlis.com

Notices to the Subscriber will be addressed to the address of the Subscriber set out on the execution pages hereof.

Either the Company or the Subscriber may change its address for service aforesaid by notice in writing to the other party hereto specifying its new address for service hereunder.

(f) Further Assurances: Each party hereto will from time to time at the request of the other party hereto do such further acts and execute and deliver such further instruments, deeds and documents as will be reasonably required in order to fully perform and carry out the provisions of this Agreement. The parties hereto agree to act honestly and in good faith in the performance of their respective obligations hereunder.

(g) Successors and Assigns: Except as otherwise provided, this Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors and permitted assigns.

(h) Entire Agreement: The terms of this Agreement and the Subscription Receipt Agreement express and constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no implied term or liability of any kind is created or will arise by reason of anything in this Agreement.

(i) Time of Essence: Time is of the essence of this Agreement.

(j) Amendments: Neither this Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

(k) Survival: This Agreement, including without limitation the representations, warranties and covenants contained herein and in each applicable schedule, shall survive and continue in full force and effect and be binding upon the Company and the Subscriber, notwithstanding the completion of the purchase of the Purchased Subscription Receipts by the Subscriber pursuant hereto, or the subsequent disposition of the Purchased Subscription Receipts, the Underlying Shares, the Underlying Warrants, the Resulting Issuer Shares, the Resulting Issuer Warrants or the Resulting Issuer Warrant Shares by the Subscriber.

(l) Governing Law: This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

(m) Counterparts: This Agreement may be executed in two or more counterparts which when taken together will constitute one and the same agreement. Delivery of counterparts may be effected by PDF or facsimile transmission thereof. If less than a complete copy of this Agreement is delivered to the Company, the Company and its advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

(n) Facsimile Copies: The Company will be entitled to rely on an electronically scanned (PDF) or a facsimile copy of an executed Agreement and acceptance by the Company of such electronic or facsimile subscription will be legally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms thereof.

(o) Assignment: This Agreement may not be assigned by either party except with the prior written consent of the other party hereto.

(p) Language: The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Subscription Receipts be drawn up in the English language only. *Le souscripteur reconnaît par les présentes avoir consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière à la vente des bons de unités soient rédigés en anglais seulement*.

If the foregoing is in accordance with your understanding, please sign and return this Agreement together with the other required documents signifying your agreement to purchase the Purchased Subscription Receipts.

SCHEDULE A

ORBIT2ORBIT FINANCING INC.
NON-BROKERED PRIVATE PLACEMENT OF SUBSCRIPTION RECEIPTS

U.S. OFFERS ONLY PURSUANT TO AVAILABLE PRIVATE PLACEMENT EXEMPTIONS

TERM SHEET

*This term sheet (the "**Term Sheet**") summarizes the principal terms of a proposed offering of C$8.0 million of subscription receipts of Orbit2Orbit Financing Inc.. This Term Sheet is for discussion purposes only. This Term Sheet is not intended to represent an "offering memorandum" for purposes of applicable securities legislation. Any investment by the Investor will be in all respects contingent upon and subject to, among other things, satisfactory completion of due diligence and the negotiation of satisfactory documentation.*

The securities described herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities legislation and may not be offered or sold in the United States except in compliance with the registration requirements of the U.S. Securities Act and applicable state securities legislation or pursuant to an exemption therefrom. This Term Sheet does not constitute a public offering of securities in the United States, and any offer or sale of securities in the United States will be made only to eligible U.S. Accredited Investors or Qualified Institutional Buyers pursuant to Rule 506(b) or Rule 506(c) of Regulation D under the U.S. Securities Act, as determined by the Company, and similar exemptions under applicable state securities laws.

Issuer:	Orbit2Orbit Financing Inc. (the "**Company**"), a special purpose company incorporated solely for the purposes of the Offering.
Shell:	Credissential Inc. (the "**Shell**").
Offering:	Non-brokered private placement of a minimum of 10,000,000 subscription receipts of the Company (each, a "**Subscription Receipt**") for aggregate gross proceeds of at least C$8,000,000 (the "**Offering**").
Gross Proceeds:	A minimum of C$8,000,000.
Issue Price:	US$0.57[5] per Subscription Receipt (the "**Issue Price**"), which has been determined based on a basic pre-money market capitalization of Orbit2Orbit Pty Ltd ("**Orbit2Orbit**") of approximately C$19.0 million and Orbit2Orbit's basic ordinary share count (as outlined below).
Subscription Receipts:	Each Subscription Receipt shall be deemed to be automatically exercised, without payment of any additional consideration and without further action on the part of the holder thereof, into one unit of the Company, consisting of one (1) common share in the capital of the Company (each, a "**Common Share**") and one-half of one (1/2) common share purchase warrant (each whole common share purchase warrant, a "**Warrant**"), upon satisfaction of the Escrow Release Conditions subject to adjustment in certain events. Each Warrant will entitle the holder to acquire one (1) common share in the capital of the Company at a price of C$1.50 per share until the date that is 24 months following the satisfaction or waiver of the Escrow Release Conditions.
Reverse Take-Over:	Orbit2Orbit has entered into an agreement with the Shell and the Company to complete a going public transaction by way of a

[5] Calculated based on a Subscription Price of C$0.80 using the Bank of Canada exchange rate of US$1.00:C$1.4145 as of the close of business on July 13, 2026.

reverse take-over (the “**RTO**”), either directly or indirectly through a wholly owned subsidiary of Orbit2Orbit and the Shell, as applicable. The final structure of the RTO is subject to receipt of final tax, corporate and securities law advice by both Orbit2Orbit and the Shell. Pursuant to the RTO, the securities of Orbit2Orbit will be exchanged for the equivalent securities of the resulting issuer (the “**Resulting Issuer**”) at the Exchange Ratio (as defined herein).

Exchange Ratio: The Common Shares and Warrants will ultimately be exchanged into common shares and warrants of the Resulting Issuer, pursuant to the RTO at an exchange ratio (the “**Exchange Ratio**”) satisfactory to the Company and at the same rate as all other ordinary shares of Orbit2Orbit are exchanged in the RTO.

Use of Proceeds: The net proceeds of the Offering will be used to fund research and development related to the “Lab2Space” pathfinder program, which provides stratospheric and suborbital test-flight services to third-party payload customers delivered using launch capacity procured from third-party launch providers and using Orbit2Orbit’s standardized payload housing unit (PHU) and Stacked Payload Interface and Node Element (SPINE) interfaces, and advancement of Mission 0, which is being designed to validate controlled orbital operations and rendezvous, proximity operations and docking (RPOD) behaviour, and for general working capital purposes.

Escrow of Proceeds: On the Closing Date, the gross proceeds of the Offering (the “**Escrowed Proceeds**”) will be delivered to and held by an escrow agent mutually acceptable to the Company (the “**Escrow Agent**”) and the Shell and invested in an interest bearing account (the Escrowed Proceeds, together with all interest and other income earned thereon, are referred to herein as the “**Escrowed Funds**”) pursuant to the terms and conditions of a subscription receipt agreement to be entered into on the Closing Date among the Company, the Shell and the Escrow Agent (the “**Subscription Receipt Agreement**”).

The balance of Escrowed Funds will be released from escrow by the Escrow Agent to the Company upon the satisfaction of the following conditions (collectively, the “**Escrow Release Conditions**”):

a) written confirmation from each of the Company, Orbit2Orbit and the Shell that all conditions to the completion of the RTO have been satisfied or waived, other than the release of the Escrowed Funds;

b) the common shares of the Resulting Issuer being approved for listing on the Canadian Securities Exchange (the “**Exchange**”);

c) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the RTO;

d) the Company, the Shell and the Resulting Issuer shall not be in breach or default of any of its covenants or obligations under the Subscription Receipt Agreement, which shall all be confirmed to be true in a certificate of a senior officer of the Resulting Issuer;

e) the delivery of lock-up agreements by all existing shareholders of Orbit2Orbit (as described below) and purchasers of Subscription Receipts under the Offering;

f) the delivery of escrow agreements by certain shareholders of Orbit2Orbit (as described below); and

g) the delivery of the release certificate to the Escrow Agent in accordance with the terms of the Subscription Receipt Agreement.

For greater certainty, the Escrow Release Conditions shall have the meaning in the Subscription Receipt Agreement, regardless of any summary in the Term Sheet.

If (i) the Escrow Release Conditions are not satisfied on or before the date that is 120 days from the Closing Date (the "**Escrow Deadline**") or, (ii) if prior to the Escrow Deadline, the definitive agreements in respect of the RTO are terminated or the Company has advised the Escrow Agent, or announced to the public, that the RTO will not be completed (the date upon which such event occurs, the "**Termination Date**"), starting on the second Business Day following the Termination Date, the Escrowed Funds shall be returned to the holders of Subscription Receipts pro rata, plus a pro rata amount of any interest accrued in respect of the Escrowed Funds to the date of redemption. To the extent that the Escrowed Funds (plus accrued interest) are not sufficient to purchase all of the Subscription Receipts on the foregoing terms, the Company hereby agrees to contribute such amounts as are necessary to satisfy any shortfall.

Jurisdictions: The Subscription Receipts will be offered for sale to purchasers: (i) in all provinces of Canada pursuant to available private placement exemptions, (ii) in the United States on a private placement basis pursuant to Rule 506(b) or Rule 506(c) of Regulation D under the U.S. Securities Act, as determined by the Company, and similar exemptions under applicable state securities laws, and (iii) in such offshore jurisdictions pursuant to available prospectus and registration exemptions in accordance with applicable laws.

Eligibility: The Subscription Receipts will not be eligible for registered accounts.

Lock Up and Escrow: As a condition to the closing of the RTO, each of the purchasers of Subscription Receipts under the Offering will agree that they will not, for a period commencing on the closing of the RTO and ending four (4) months from the date of listing on the Exchange, directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, purchase any option or contract to sell, hypothecate, pledge, transfer, assign, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to or publicly

	announce any intention to do any of the foregoing) whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or Warrants of the Company convertible into, exchangeable for or exercisable to acquire, common shares, directly or indirectly, unless (i) prior consent of the Company is obtained, or (ii) there occurs a take-over bid or similar transaction involving a potential change of control of Orbit2Orbit. In addition, certain shareholders of Orbit2Orbit (including founders) will be subject to a time-release escrow consistent with the escrow schedule applicable to an emerging issuer under National Policy 46-201 – *Escrow for Initial Public Offerings*, namely 10% of the escrowed securities will be released on the date of listing on the Exchange, and an additional 15% of the escrowed securities will be released on each of the 6-, 12-, 18-, 24-, 30- and 36-month anniversaries of the date of listing on the Exchange. For greater certainty, 50% of the shares issuable upon the conversion of convertible notes and SAFE notes of Orbit2Orbit (as described below) are subject to lockup for four (4) months, and as such shall not be available for resale upon listing.
Capital Structure of Orbit2Orbit:	Orbit2Orbit currently has 11,000,000 ordinary shares issued and outstanding (approximately 17,080,714 on a diluted basis including (i) C$1,550,000 of notes convertible into ordinary shares at a price equal to 35% of the Issue Price; and (ii) A$300,000 of SAFE notes convertible into ordinary shares at a price equal to 85% of the Issue Price.
Finder's Commission:	Certain finders will be entitled to receive, in connection with subscribers introduced by the finder, the following upon completion of the Business Combination: (a) a cash commission equal to 5% of the aggregate gross proceeds of the Offering purchased by such subscribers; and (b) such number of common share purchase warrants (each, a **"Finder's Warrant"**) as is equal to 5% of the aggregate number of Subscription Receipts issued to such subscribers. Each Finder's Warrant will entitle the holder thereof to purchase one (1) Resulting Issuer Share at a price of C$1.50 per share for a period of 24 months following the satisfaction or waiver of the Escrow Release Conditions. No commission, fee or other transaction-based compensation will be paid in connection with any offer or sale of Subscription Receipts in the United States unless the Company has determined, after consultation with counsel, that such payment may be made in compliance with applicable U.S. federal and state broker-dealer registration requirements.
Closing Date:	The closing of the Offering will occur on such date as determined by the Company (the "**Closing Date**").

SCHEDULE B.1

CANADIAN ACCREDITED INVESTOR CERTIFICATE

TO: **Orbit2Orbit Financing Inc. (the "Company")**

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

Capitalized terms not specifically defined in this Schedule B.1 have the meanings ascribed to them in the Subscription Agreement to which this Schedule B.1 is attached.

In connection with the purchase by the undersigned Subscriber of the Purchased Subscription Receipts, the Subscriber hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company and its counsel are relying thereon) that:

(a) the Subscriber is resident in or otherwise subject to the securities laws of one of the Provinces or Territories of Canada;

(b) the Subscriber is purchasing the Purchased Subscription Receipts as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to NI 45-106;

(c) the Subscriber is, and at the Closing Time, will be, an "accredited investor" within the meaning of NI 45-106 or Section 73.3 of the *Securities Act* (Ontario), as applicable, on the basis that the undersigned fits within one of the categories of an "accredited investor" reproduced below beside which the undersigned has indicated the undersigned belongs to such category;

(d) the Subscriber was not created or is not used, solely to purchase or hold securities as an accredited investor as described in paragraph (m) below; and

(e) upon execution of this Schedule B.1 by the Subscriber, including, if applicable, Appendix 1 to this Schedule B.1, this Schedule B.1 shall be incorporated into and form a part of the Subscription Agreement.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

NOTE: If you check the box beside <u>paragraphs (j), (k) or (l) below</u>, you <u>must</u> complete and execute Appendix 1 to this Schedule "B.1".

☐ (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank (or in Ontario, a bank listed in Schedule I, II, or III of the *Bank Act* (Canada));

(ii) in Ontario, a financial information that is (A) a bank listed in Schedule I, II or III of the *Bank Act* (Canada); (B) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or (C) a loan corporation, trust company, trust cooperation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be, or (D) such other financial institution as may be prescribed in the regulations;

☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

☐ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;

☐ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;

☐ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

☐ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

☐ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;

☐ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;

☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

☐ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;

☐ (j) an individual who, either alone or with a spouse, beneficially owns, financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds C$1,000,000;

If you check beside paragraph (j) above, you <u>must</u> complete and execute Appendix 1 to this Schedule B.1.

☐ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds C$5,000,000;

☐ (k) an individual whose net income before taxes exceeded C$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded C$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

If you check beside paragraph (k) above, you <u>must</u> complete and execute Appendix 1 to this Schedule B.1.

☐ (l) an individual who, either alone or with a spouse, has net assets of at least C$5,000,000;

If you check beside paragraph (l) above, you <u>must</u> complete and execute Appendix 1 to this Schedule B.1.

☐ (m) a person, other than an individual or investment fund, that has net assets of at least C$5,000,000 as shown on its most recently prepared financial statements;

☐ (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*], or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;

☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

☐ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;

☐ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

☐ (v) a person that is recognized or designated by the securities regulatory authority or, except in Québec, the regulator as an accredited investor;

☐ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse; or

☐ (x) in Ontario, such other persons or companies as may be prescribed by the regulations under the Securities Act (Ontario).

If checking this category (x), please provide a description of how this requirement is met.

For the purposes hereof, the following definitions are included for convenience:

A. "bank" means a bank named in Schedule I or II of the *Bank Act* (Canada);

A. "Canadian financial institution" means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or credit union league or federation that, in each case, is authorized by an enactment of a statute of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

B. “company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

C. “entity” means a company, syndicate, partnership, trust or unincorporated organization;

D. “financial assets” means (i) cash, (ii) securities, or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

E. “founder” means, in respect of an issuer, a person who, (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and (ii) at the time of the distribution or trade is actively involved in the business of the issuer;

F. “fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

G. “individual” means a natural person, but does not include a partnership, unincorporated association, unincorporated organization, trust, or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

H. “investment fund” means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia), R.S.B.C. 1996 c. 112, and whose business objective is making multiple investments and a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia), R.S.B.C. 1996 c. 429 whose business objective is making multiple investments;

I. “person” includes (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

J. “related liabilities” means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets or (ii) liabilities that are secured by financial assets;

K. “Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

L. “spouse” means an individual who (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

M. “subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is an affiliate of another person or company if one is a subsidiary of the other, or if each of them is controlled by the same person or company.

In NI 45-106 and except in Part 2 Division 4 of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

In NI 45-106 a trust company or trust corporation described in paragraph (p) above of the definition of "accredited investor" (other than in respect of a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada) is deemed to be purchasing as principal.

In NI 45-106 a person described in paragraph (q) above of the definition of "accredited investor" is deemed to be purchasing as principal.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Company prior to the Closing Time.

DATED: ______________________	SIGNED:
X ______________________	**X** ______________________
Witness (if Subscriber is an individual)	
______________________	______________________
Print the name of Witness	Print the name of Subscriber
	______________________
	If Subscriber is not an Individual, print name and title of Authorized Signing Officer

APPENDIX 1 TO SCHEDULE B.1
RISK ACKNOWLEDGEMENT CERTIFICATE

Form 45-106F9
Form for Individual Accredited Investors

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

<table>
<tr><td colspan="2">SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</td></tr>
<tr><td colspan="2">1. About your investment</td></tr>
<tr><td>Type of securities: Subscription Receipts</td><td>Issuer: Orbit2Orbit Financing Inc.</td></tr>
<tr><td colspan="2">Purchased from: Orbit2Orbit Financing Inc.</td></tr>
<tr><td colspan="2">SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER</td></tr>
<tr><td colspan="2">2. Risk acknowledgement</td></tr>
<tr><td>This investment is risky. <u>Initial</u> to the right of each category that you understand that:</td><td>Your initials</td></tr>
<tr><td>Risk of loss – You could lose your entire investment of US$_____________. [Instruction: Insert the total dollar amount of the investment.]</td><td></td></tr>
<tr><td>Liquidity risk – You may not be able to sell your investment quickly – or at all.</td><td></td></tr>
<tr><td>Lack of information – You may receive little or no information about your investment.</td><td></td></tr>
<tr><td>Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.</td><td></td></tr>
<tr><td colspan="2">3. Accredited investor status</td></tr>
<tr><td>You must meet at least <u>one</u> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.</td><td>Your initials</td></tr>
</table>

• Your net income before taxes was more than C$200,000 in each of the 2 most recent calendar years, and you expect it to be more than C$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than C$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than C$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than C$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than C$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print)**:**	
Signature: **X**	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
[Instruction: The salesperson is the person who meets with, or provides information to, the subscriber with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]	
First and last name of salesperson (please print):	
Telephone:	E-mail:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
Orbit2Orbit Financing Inc. Unit 12 / 10 Louis Crt Coomera 4209 Gold Coast, Queensland Australia Attention: Bradley Hatton-Jones Email: bradleyhj@orbit2orbit.space	

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

Form instructions:

1. The information in sections 1, 5 and 6 must be completed before the subscriber completes and signs the form.

2. The subscriber must sign this form. Each of the subscriber and the issuer or selling security holder must receive a copy of this form signed by the subscriber. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

SCHEDULE B.2

FAMILY MEMBER, CLOSE PERSONAL FRIEND AND/OR CLOSE BUSINESS ASSOCIATE CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate. Terms not otherwise defined herein will have the definition ascribed thereto in the Subscription Agreement to which this Schedule B.2 is attached.

TO: **Orbit2Orbit Financing Inc. (the "Company")**

In connection with the purchase of the subscription receipts (each a "**Subscription Receipt**") of the Company by the undersigned subscriber (the "**Subscriber**"), the Subscriber hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company, and its counsel are relying thereon) that:

1. It is resident in or otherwise subject to the laws of a jurisdiction of Canada and it is (initial if applicable):

   ______ (A) a "director", "executive officer" or "control person" (as such terms are defined in NI 45-106 and reproduced below) of the Company or of an affiliate of the Company;

   ______ (B) a "spouse" (as such term is defined in NI 45-106 and below), parent, grandparent, brother, sister, child or grandchild of any person referred to in subparagraph (A) above;

   ______ (C) a parent, grandparent, brother, sister, child or grandchild of the spouse of any person referred to in subparagraph (A) above;

   ______ (D) a close personal friend of any person referred to in subparagraph (A) above;

   ______ (E) a close business associate of any person referred to in subparagraph (A) above;

   ______ (F) a "founder" (as such term is defined in NI 45-106 and reproduced below) of the Company, or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Company;

   ______ (G) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Company;

   ______ (H) a person of which a majority of the voting securities are beneficially owned by, or a majority of directors are, persons described in subparagraphs (A) through (G) above; or

   ______ (I) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in subparagraphs (A) through (G) above.

2. If the Subscriber is resident in or otherwise subject to the laws of the province of Ontario, the Subscriber:
   a. represents and warrants that is not an "investment fund" as such term is defined in NI 45-106 and reproduced below;
   b. has completed, executed and delivered to the Company the Ontario Risk Acknowledgement Form in the form attached as Schedule B.2 to this Agreement; and
   c. represents and acknowledges that Sections 1, 5 and 6 of such form attached as Schedule B.2 were completed and executed before the Subscriber completed and executed such form.
3. The Subscriber is not resident in or otherwise subject to the laws of the province of Saskatchewan.
4. If the Subscriber has initialled any of subparagraphs (B) through (I) above, please describe:

Name of director, executive officer, founder or control person of the Company or an affiliate of the Company with whom the Subscriber has a relationship:

____

Nature of relationship (*please see definitions below and be specific*):

____

Length of Relationship:

____

For the purposes hereof:

"**Close personal friend**" means an individual who knows the director, executive officer, founder or control person of the Company well enough and has known him or her directly for a sufficient period of time to be in a position to assess his or her capabilities and trustworthiness, and to obtain information from him or her with respect to the investment. An individual is not a "close personal friend" solely because the individual is a (i) relative, (ii) a member of the same club, organization, association or religious group, (iii) a co-worker, colleague or associate at the same workplace, (iv) a client, customer, former client or former customer, or (v) a mere acquaintance of a director, executive officer, founder or control person of the Company, or is connected through some form of social media, such as Facebook™, Twitter™ or LinkedIn™ with a director, executive officer, founder or control person of the Company.

"**Director**" means: (i) a member of the board or directors of a company or an individual who performs similar functions for a company, and (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

"**Executive officer**" means, for an issuer, an individual who is: (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or (iii) performing a policy-making function in respect of the issuer;

"**Family member**" means (i) a spouse, parent, grandparent, brother, sister, child, or grandchild of a director, executive officer, founder or control person of the Company or of an affiliate of the Issuer; or (ii) a parent, grandparent, brother, sister, child, or grandchild of the spouse of a director, executive officer, founder or control person of the Issuer or of an affiliate of the Company.

"**Founder**" means, in respect of an issuer, a person who:

(i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; and
(ii) at the time of the distribution or trade is actively involved in the business of the issuer.

"**Close business associate**" means an individual who has had sufficient prior direct business dealings with a director, executive officer, founder or control person of the Company to be in a position to assess his or her capabilities and trustworthiness, and to obtain information from him or her with respect to the investment. An individual is not a "close business associate" solely because the individual is (i) a member of the same club, organization, association or religious group, (ii) a co-worker, colleague or associate at the same workplace, (iii) a client, customer, former client or former customer, or (iv) a mere acquaintance of a director, executive officer, founder or control person of the Company, or is connected through some form of social media, such as Facebook™, Twitter™ or LinkedIn™ with a director, executive officer, founder or control person of the Company.

"**investment fund**" has the same meaning as in National Instrument 81-106 – *Investment Fund Continuous Disclosure* and includes a mutual fund or a non-redeemable investment fund;

"**Spouse**" means, an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

The Subscriber understands that the Company and its counsel are relying on this information in determining to sell securities to the Subscriber in a manner exempt from the registration and prospectus requirements of applicable securities laws.

[Signature Page Follows]

The Subscriber has executed this certificate as of the _______day of _________________________.

If a Corporation, Partnership or Other Entity:

____
Name of Entity

____
Type of Entity

____
Signature of Person Signing

____
Print or Type Name and Title of Person Signing

If an Individual:

____
Signature

____
Print or Type Name

APPENDIX I TO SCHEDULE B.2

RISK ACKNOWLEDGEMENT CERTIFICATE
Form 45-106F12
Form for Family, Friend, and Business Associate Investors (Ontario)

WARNING!

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

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Subscription Receipts	Issuer: Orbit2Orbit Financing Inc.
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	**Your initials**
Risk of loss – You could lose your entire investment of US$_________. *[Instruction: Insert the total dollar amount of the investment.]*	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	
3. Family, friend or business associate status	
You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:	**Your initials**

A) You are: 1) *[check all applicable boxes]* ☐ a director of the issuer or an affiliate of the issuer ☐ an executive officer of the issuer or an affiliate of the issuer ☐ a control person of the issuer or an affiliate of the issuer ☐ a founder of the issuer OR 2) *[check all applicable boxes]* ☐ a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above ☐ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above	
B) You are a family member of ___________________ *[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]*, who holds the following position at the issuer or an affiliate of the issuer: ______________ . You are the______________________ of that person or that person's spouse. *[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]*	
C) You are a close personal friend of______________________ *[Instruction: Insert the name of your close personal friend]*, who holds the following position at the issuer or an affiliate of the issuer: _____________________ . You have known that person for ________ years.	
D) You are a close business associate of____________________ *[Instruction: Insert the name of your close business associate]*, who holds the following position at the issuer or an affiliate of the issuer: __________________ . You have known that person for ________ years.	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.	
First and last name (please print):	
Signature:	Date:
SECTIONS 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE	
5. Contact person at the issuer or an affiliate of the issuer	

[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.] By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: *[check the box that applies]* ☐ family relationship as set out in section 3B of this form ☐ close personal friendship as set out in section 3C of this form ☐ close business associate relationship as set out in section 3D of this form
First and last name of contact person (please print):
Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):

Telephone:	Email:
Signature:	Date:

SECTIONS 6 TO BE COMPLETED BY THE ISSUER
6. For more information about this investment
Orbit2Orbit Financing Inc. Unit 12 / 10 Louis Crt Coomera 4209 Gold Coast, Queensland Australia Attention: Bradley Hatton-Jones Email: bradleyhj@orbit2orbit.space **For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.**

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

Form instructions:

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

APPENDIX II TO SCHEDULE B.2

Saskatchewan Form 45-106F5

Risk Acknowledgement

Saskatchewan Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

1. I am investing entirely at my own risk.
1. No securities regulatory authority has evaluated or endorsed the merits of these securities.
2. I will not be able to sell these securities for 4 months.
3. I could lose all the money I invest.
4. I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

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

I am a **close** personal friend or **close** business associate of __________________________ [state name], who is a _________________________ [state title - founder, director, senior officer or control person] of Orbit2Orbit Financing Inc. or an affiliate thereof.

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

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

___________________________ ____

Date Signature of Purchaser

____

Print name of Purchaser

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

WARNING

You are buying Exempt Market Securities:

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

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and

- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator. There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

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

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

The issuer of your securities is a non-reporting issuer:

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

The securities you are buying are not listed:

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

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

SCHEDULE C.1

UNITED STATES ACCREDITED INVESTOR CERTIFICATE

U.S. purchasers that are U.S. Accredited Investors must review and complete the following United States Accredited Investor Certificate:

TO: **Orbit2Orbit Financing Inc.**

This Certificate is being delivered in connection with the execution and delivery of the Subscription Agreement (as defined herein) of the undersigned subscriber (the "**Subscriber**") in connection with the purchase of subscription receipts (the "**Subscription Receipts**" and, together with the Underlying Shares and the Underlying Warrants, the "**Securities**") of the Company. Capitalized terms used herein and not defined herein will have the meanings ascribed thereto in the accompanying subscription agreement between the Company and the undersigned dated as of the date thereof and delivered by the undersigned concurrently herewith (the "**Subscription Agreement**").

Part A - U.S. Accredited Investor

Each Subscriber that is a U.S. Accredited Investor (as defined herein) hereby represents, warrants and covenants (which representations, warranties and covenants will survive the Closing Date) to and with the Company and acknowledges that the Company and its counsel are relying thereon (and to the extent that the transaction contemplated by the Subscription Agreement may be deemed to include an indirect offering by Credissential of the Resulting Issuer Shares and Resulting Issuer Warrants to be issued pursuant to the Business Combination in exchange for the Underlying Shares and the Underlying Warrants, the undersigned acknowledges and agrees that Credissential shall have the benefit of the undersigned's acknowledgements, representations and agreements contained herein) that:

(a) The Subscriber is purchasing the Securities, the Resulting Issuer Shares and the Resulting Issuer Warrants for its own account or for the account of one or more persons for whom it is exercising sole investment discretion, (a "**Beneficial Purchaser**"), and it, and if applicable, each Beneficial Purchaser for whose account it is purchasing the Subscription Receipts, is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act (a "**U.S. Accredited Investor**"), and the Subscriber has initialled the category of U.S. Accredited Investor applicable to the Subscriber. If the Company has determined to rely on Rule 506(c) of Regulation D, the Subscriber has furnished or will furnish such information and documentation as the Company reasonably requests to verify the Subscriber's, and each applicable Beneficial Purchaser's, U.S. Accredited Investor status, and consents to the Company and its representatives using such information and documentation for such verification purposes.

(b) The Subscriber and if applicable, each Beneficial Purchaser for whose account it is purchasing the Subscription Receipts, is a U.S. Accredited Investor as a result of satisfying the requirements of the paragraphs below that the Subscriber has indicated (**the Subscriber must initial "SUB" for the Subscriber, and "BP" for each Beneficial Purchaser, if any, on the appropriate line(s)**):

______	Category 1. [Rule 501(a)(1)]	A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
______	Category 2. [Rule 501(a)(1)]	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
______	Category 3. [Rule 501(a)(1)]	A broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended; or

______	Category 4. [Rule 501(a)(1)]	An investment adviser registered pursuant to Section 203 of the U.S. Investment Advisers Act of 1940, as amended, or registered pursuant to the laws of a state; or
______	Category 5. [Rule 501(a)(1)]	An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the U.S. Investment Advisers Act of 1940, as amended; or
______	Category 6. [Rule 501(a)(1)]	An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
______	Category 7. [Rule 501(a)(1)]	An investment company registered under the U.S. Investment Company Act of 1940, as amended; or
______	Category 8. [Rule 501(a)(1)]	A business development company as defined in Section 2(a)(48) of the U.S. Investment Company Act of 1940, as amended; or
______	Category 9. [Rule 501(a)(1)]	A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended; or
______	Category 10. [Rule 501(a)(1)]	A Rural Business Investment Company as defined in Section 384A of the U.S. Consolidated Farm and Rural Development Act of 1972, as amended; or
______	Category 11. [Rule 501(a)(1)]	A plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with assets in excess of U.S. $5,000,000; or
______	Category 12. [Rule 501(a)(1)]	An employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended**,** in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of U.S. $5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are accredited investors; or
______	Category 13. [Rule 501(a)(2)]	A private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended; or
______	Category 14. [Rule 501(a)(3)]	An organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. $5,000,000; or
______	Category 15. [Rule 501(a)(4)]	A director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer; or

______ Category 16.

[Rule 501(a)(5)]

A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds U.S. $1,000,000; or

(**Note**: For the purposes of calculating "net worth"

(i) the person's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.)

(**Note**: For the purposes of calculating "joint net worth", joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.)

(**Note**: The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.)

______ Category 17.

[Rule 501(a)(6)]

A natural person who had an individual income in excess of U.S. $200,000 in each year of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of U.S. $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

(**Note**: The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.)

______ Category 18.

[Rule 501(a)(7)]

A trust, with total assets in excess of U.S. $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under Regulation D; or

______ Category 19.

[Rule 501(a)(8)]

An entity in which each of the equity owners are accredited investors; or

(**Note:** It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this category. If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this category may be available.)

______ Category 20.

[Rule 501(a)(9)]

An entity, of a type not listed in Categories 1 through 14, 18 or 19 above, not formed for the specific purpose of acquiring the securities offered, owning "investments" (as defined in Rule 2a51-1(b) under the U.S. Investment Company Act of 1940, as amended) in excess of U.S. $5,000,000; or

______	Category 21. [Rule 501(a)(10)]	A natural person holding in good standing one or more of the following professional licenses: (i) General Securities Representative license (Series 7); (ii) Private Securities Offerings Representative license (Series 82), and (iii) Investment Adviser Representative license (Series 65); or
______	Category 22. [Rule 501(a)(11)]	A natural person who is a "knowledgeable employee" (as defined in Rule 3c-5(a)(4) under the U.S. Investment Company Act of 1940, as amended) of the issuer of the securities being offered or sold where the issuer would be an "investment company" (as defined in Section 3 of U.S. Investment Company Act of 1940, as amended), but for the exclusion provided by either Section 3(c)(1) or section 3(c)(7) of U.S. Investment Company Act of 1940, as amended; or
______	Category 23. [Rule 501(a)(12)]	A "family office" (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended): (i) with assets under management in excess of U.S. $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
______	Category 24. [Rule 501(a)(13)]	A "family client" (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended) of a family office meeting the requirements in Category 23 above and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of Category 23.

(c) The Subscriber understands and acknowledges that the Securities will be "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and may be offered, sold, pledged, or otherwise transferred, directly or indirectly, only (A) to the Company, or (B) outside the United States in accordance with an applicable exemption under the U.S. Securities Act and in accordance with local laws and regulations.

(d) The Subscriber acknowledges that the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares are "restricted securities", as such term is defined under Rule 144(a)(3) of the U.S. Securities Act, and that the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares absent such registration, it will not offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares, except:

(i) to the Resulting Issuer; or

(ii) outside the United States in an "offshore transaction" in compliance with the requirements of Rule 904 of Regulation S, if available, and in compliance with applicable local laws and regulations; or

(iii) in compliance with an exemption from registration under the U.S. Securities Act provided by (a) Rule 144 or (b) Rule 144A thereunder, if available, and in accordance with any applicable state securities or "Blue Sky" laws; or

(iv) in another transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws;

(v) and, in the case of subparagraph (iii)(a) or (iv), it has furnished to the Resulting Issuer an opinion of counsel of recognized standing or such other evidence in form and substance reasonably satisfactory to the Resulting Issuer to such effect.

(e) The Subscriber understands and acknowledges that upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing the Securities and all certificates issued in exchange therefore or in substitution thereof, will bear the following legends (in addition to those set forth in Section 8 (MM) of the Subscription Agreement, as applicable):

> **"THE OFFER AND SALE OF SECURITIES REPRESENTED HEREBY [*for Subscription Receipts, add:* AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY [*for Subscription Receipts, add:* AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF] MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, OR (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH AN APPLICABLE EXEMPTION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."**

(f) The Subscriber understands and acknowledges that upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares and all certificates issued in exchange therefore or in substitution thereof, will bear the following legends (in addition to those set forth in Section 8 (MM) of the Subscription Agreement, as applicable):

> **"THE OFFER AND SALE OF SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, (D) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, INCLUDING (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, OR (E) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND, IN EACH CASE, IN COMPLIANCE WITH ANY**

APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT IN THE EVENT OF A TRANSFER PURSUANT TO THE FOREGOING CLAUSE (D)(1) OR (E), THE COMPANY WILL REQUIRE A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided, that if the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of the Company and to the Company, in substantially the form set forth as Appendix 1 hereto (or in such other form as the Company may prescribe from time to time) and, if requested by the Company or the registrar and transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to the Company and the registrar and transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S;

provided further, that if any of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares are being sold pursuant to Rule 144 under the U.S. Securities Act and in compliance with any applicable state securities laws, the legend may be removed by delivery to the Company's registrar and transfer agent of an opinion satisfactory to the Company and its registrar and transfer agent to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws.

(g) The Subscriber consents to the Company and the Resulting Issuer making a notation on its records or giving instruction to the registrar and transfer agent of the Company in order to implement the restrictions on transfer and exercise with respect to the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares set forth and described herein.

Part B - General

In addition to the representations, warranties and covenants set out in Part A, each Subscriber, on its own behalf and on behalf of any Beneficial Purchaser, as applicable, hereby represents, warrants and covenants (which representations, warranties and covenants will survive the Closing Date) on its own behalf to and with the Company and acknowledges that the Company, the Resulting Issuer and their respective counsel are relying thereon that:

(a) The Subscriber is authorized to consummate the purchase of the Subscription Receipts.

(b) Except to the extent that the Company has determined to rely on Rule 506(c) of Regulation D for the offer and sale of Subscription Receipts to the Subscriber, the Subscriber has not purchased the Subscription Receipts as a result of any form of "directed selling efforts" (as such term is defined in Rule 902(c) of Regulation S) or any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D), including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the Internet or broadcast over radio, television, or the Internet or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(c) The Subscriber understands that the Company or the Resulting Issuer (i) is under no obligation to remain a "foreign issuer" (as defined in Rule 902(e) of Regulation S), and (ii) may engage in one or more transactions which could cause the Company not to be a "foreign issuer".

(d) The Subscriber understands and acknowledges that the offer and sale of the Securities and the exchange for the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state, and that the Subscription Receipts are being offered and sold to it in reliance on the exemption from registration provided by Rule 506(b) or Rule 506(c) of Regulation D, as determined by the Company, and similar registration exemptions under applicable state securities or "Blue Sky" laws; accordingly, the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares are or will be when issued, as applicable, "restricted securities" within the meaning of Rule 144(a)(3) of the U.S. Securities Act.

(e) The Subscriber is acquiring the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares for itself for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares in violation of United States federal or state securities laws, and the Subscriber acknowledges that the exemption from registration under the U.S. Securities Act and applicable state securities laws depends, among other things, upon the *bona fide* nature of the investment intent expressed herein.

(f) The Subscriber understands that the Company or the Resulting Issuer is not obligated to file and has no present intention of filing with the SEC or with any securities regulator in any state of the United States any registration statement in respect of resales of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares, as applicable, in the United States.

(g) The Subscriber understands and acknowledges that (i) if the Resulting Issuer is ever deemed to be, or to have been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares, and (ii) the Resulting Issuer is not obligated to take, and has no present intention of taking, any action to make Rule 144 under the U.S. Securities Act (or any other exemption) available for resales of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares.

(h) The Subscriber understands and acknowledges that the financial statements of the Company and the Resulting Issuer have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.

(i) The Subscriber acknowledges that it has been independently advised as to, or acknowledges that it is aware, and understands that the acquisition, holding and disposition of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares may have tax consequences under the laws of both the United States and Canada, confirms that no representation has been made to it by or on behalf of the Company or the Resulting Issuer with respect thereto, and acknowledges and understands that it is its sole responsibility to determine and assess such tax consequences as may apply to its particular circumstances.

(j) The Subscriber represents and warrants that (a) the funds representing the subscription price for the Subscription Receipts which will be advanced by it to the Company will not represent proceeds of crime for the purposes of the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act (the "**PATRIOT Act**"), and it acknowledges that the Company may in the future be required by law to disclose its name and other information relating to the Offering and its subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act, (b) no portion of the subscription price to be provided by it (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity that has not been identified to or by it, and (c) neither the Subscriber nor, to its knowledge, any Beneficial Purchaser is the subject of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any other applicable sanctions authority. The Subscriber shall promptly notify the Company if it discovers that any of such representations ceases to be true and provide the Company with appropriate information in connection therewith.

(k) The Subscriber is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that the Company is organized under the laws of Canada; (ii) some or all of the directors and officers may be residents of countries other than the United States; and (iii) all or a substantial portion of the assets of the Company and such persons may be located outside the United States.

(l) The Subscriber understands and acknowledges that no offering document or prospectus has been, nor will be, prepared in connection with the offering of the Securities and has conducted its own investigation. The Company has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Company and the Resulting Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares, and that any answers to questions and any request for information have been complied with to the Subscriber's satisfaction. The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating independently the merits and risks of its investment and it, and any account for which it is acting, is able to bear the economic risk of loss of its investment in the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares.

(m) If the Company has determined to rely on Rule 506(b) of Regulation D for the offer and sale of Subscription Receipts to the Subscriber, the Subscriber acknowledges that it had a prior substantive relationship with the Company or a Person acting on its behalf before such time as any announcement, press release, or other notice or report of the offering of the Subscription Receipts was made by the Company.

(n) The office or other address of the Subscriber at which the Subscriber received and accepted the offer to purchase the Subscription Receipts is the address listed as the "Subscriber's Residential Address" in the Subscription Agreement.

(o) The provisions of this Certificate will be true and correct as of the date of execution of this Agreement, as of the Closing Date and as of the date of the exchange of the Underlying Shares and the Underlying Warrants for the Resulting Issuer Shares and the Resulting Issuer Warrants and will survive after the date of execution of this Agreement.

[Signature page follows]

The Subscriber undertakes to notify the Company and the Resulting Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber which takes place prior to the Closing Date and the date of the exchange of the Underlying Shares and the Underlying Warrants for the Resulting Issuer Shares and the Resulting Issuer Warrants.

DATED at ______________________.

If a Company, Partnership or Other Entity:

____
Name of Entity

____
Type of Entity

X________________________________
Signature of Person Signing

____
Print or Type Name and Title of Person Signing

If an Individual:

X________________________________
Signature

____
Print or Type Name

SCHEDULE C.2

QUALIFIED INSTITUTIONAL BUYER INVESTMENT LETTER

U.S. purchasers that are Qualified Institutional Buyers must review and complete the following Qualified Institutional Buyer Investment Letter:

TO: **Orbit2Orbit Financing Inc. (the "Company")**

In connection with its agreement to purchase subscription receipts (the "**Subscription Receipts**" and, collectively with the Underlying Shares and the Underlying Warrants, the "**Securities**") of the Company, the undersigned acknowledges, represents to and agrees with the Company as follows. To the extent that the transaction contemplated by the Subscription Agreement may be deemed to include an indirect offering by Credissential of the Resulting Issuer Shares and the Resulting Issuer Warrants to be issued pursuant to the Business Combination in exchange for the Underlying Shares and the Underlying Warrants, the undersigned acknowledges and agrees that Credissential shall have the benefit of the undersigned's acknowledgements, representations and agreements contained herein. Capitalized terms used herein and not defined herein will have the meanings ascribed thereto in the accompanying subscription agreement between the Company and the undersigned dated as of the date thereof and executed and delivered by the undersigned concurrently herewith (the "**Subscription Agreement**").

(a) It is a Qualified Institutional Buyer, and therefore a U.S. Accredited Investor, and is authorized to consummate the purchase of the Subscription Receipts. If the Company has determined to rely on Rule 506(c) of Regulation D, it has furnished or will furnish such information and documentation as the Company reasonably requests to verify its U.S. Accredited Investor status, and consents to the Company and its representatives using such information and documentation for such verification purposes.

(b) It is aware that the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares have not been and will not be registered under the U.S. Securities Act or any state securities or "Blue Sky" laws, and that the offer and sale of the Subscription Receipts to it is being made in reliance on the exemption from registration provided by Rule 506(b) or Rule 506(c) of Regulation D, as determined by the Company, and similar registration exemptions under applicable state securities or "Blue Sky" laws.

(c) It is acquiring the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares for its own account or for the account of one or more Qualified Institutional Buyer(s) with respect to which it exercises sole investment discretion and not with a view to any resale, distribution or other disposition of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants or the Resulting Issuer Warrant Shares in violation of United States federal or state securities laws.

(d) Except to the extent that the Company has determined to rely on Rule 506(c) of Regulation D for the offer and sale of Subscription Receipts to it, it acknowledges that it has not purchased the Subscription Receipts as a result of any "directed selling efforts" (as defined in Regulation S) or any "general solicitation" or "general advertising" (as those terms are used in Regulation D), including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or on the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(e) It understands and acknowledges that the Securities acquired by it in the United States will be considered "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act ("**Restricted Securities**"). To induce the Company to issue the Subscription Receipts to the Subscriber without a U.S. Securities Act restrictive legend, the Subscriber represents, warrants and covenants to the Company as follows (collectively, the "**Restricted Security Agreements**"): (i) if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of the Securities it will do so only: (A) to the Company (though the Company is under no obligation to purchase any such securities), (B) outside the United States and in compliance with applicable local laws or regulations or (C) pursuant to a registration statement available for the resale of such securities that has been declared effective by the SEC; (ii) the Securities will not be offered, sold, pledged or otherwise transferred, directly or indirectly, in the United States; (iii) it will cause any Clearing and Depositary Services Inc. participant holding the Securities on its behalf and the beneficial purchaser of the Securities to comply with the Restricted Security Agreements; and (iv) for so long as the Securities constitute Restricted Securities, it will not deposit any of the Securities into the facilities of the Depository Trust Company, or a successor depository within the United States, or arrange for the registration of any of the Securities with Cede & Co. or any successor thereto.

(f) It understands and acknowledges that the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares acquired by it in the United States will be considered Restricted Securities. To induce the Resulting Issuer to issue the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares to the Subscriber without a U.S. Securities Act restrictive legend, the Subscriber represents, warrants and covenants to the Resulting Issuer as follows (collectively, the "**Resulting Issuer Restricted Security Agreements**"): (i) if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of the Resulting Issuer Shares, the Resulting Issuer Warrants or the Resulting Issuer Warrant Shares it will do so only: (A) to the Resulting Issuer (though the Resulting Issuer is under no obligation to purchase any such securities), (B) outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws or regulations, (C) pursuant to a registration statement available for the resale of such securities that has been declared effective by the SEC, or (d) in compliance with an exemption from registration under the U.S. Securities Act, including Rule 144 or Rule 144A thereunder, if available, and in each case, in compliance with any applicable state securities laws; (ii) the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares will not be offered, sold, pledged or otherwise transferred, directly or indirectly, in the United States; (iii) it will cause any CDS participant holding the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares on its behalf and the beneficial purchaser of such securities to comply with the Resulting Issuer Restricted Security Agreements; and (iv) for so long as the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares constitute Restricted Securities, it will not deposit any of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares into the facilities of the Depository Trust Company, or a successor depository within the United States, or arrange for the registration of any of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares with Cede & Co. or any successor thereto.

(g) It consents to the Company and the Resulting Issuer making a notation on their records or giving instruction to the registrar and transfer agent of the Company or the Resulting Issuer in order to implement the restrictions on transfer and exercise with respect to the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares set forth and described herein, including restrictions on any exercise of the Underlying Warrants or Resulting Issuer Warrants in the United States or by, or for the account or benefit of, a U.S. Person unless the securities issuable upon exercise have been registered under the U.S. Securities Act and applicable state securities laws or are issued pursuant to an available exemption from, or in a transaction not subject to, such registration requirements.

(h) It acknowledges that the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares will not be represented by certificates that bear a U.S. restricted legend or identified by a restricted CUSIP number in reliance on the acknowledgments, representations and agreements of the undersigned contained herein, including the Restricted Security Agreements and the Resulting Issuer Restricted Security Agreements set forth above, provided that the Company and the Resulting Issuer may impose stop-transfer instructions, CDS notations or other reasonable procedures to implement the restrictions set forth herein.

(i) It acknowledges that the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares may only be held in an account at CDS or a successor depository in Canada, and shall not be held in an account at the Depository Trust Company, or a successor depository within the United States.

(j) It has implemented, or shall immediately implement, appropriate internal controls and procedures to ensure that the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares shall be properly identified in its records as “Restricted Securities” that are subject to the transfer and exercise restrictions set forth herein notwithstanding the absence of a U.S. restrictive legend, and that such securities shall not be deposited into the facilities of the Depository Trust Company or registered with Cede & Co. while they remain Restricted Securities. The representative of the undersigned whose signature appears below confirms that he or she has informed the appropriate legal or compliance

(k) It understands and acknowledges that the Company and the Resulting Issuer are not obligated to file, and have no present intention of filing with the U.S. Securities and Exchange Commission or with any state securities regulatory authority any registration statement in respect of resales of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares. It further understands and acknowledges that (i) if the Resulting Issuer is ever deemed to be, or to have been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares, and (ii) the Resulting Issuer is not obligated to take, and has no present intention of taking, any action to make Rule 144 under the U.S. Securities Act (or any other exemption) available for resales of the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares.

(l) It understands and acknowledges that the financial statements of the Company have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.

(m) It acknowledges that it has been independently advised as to, or acknowledges that it is aware, and understands that the acquisition, holding and disposition of the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares may have tax consequences under the laws of both the United States and Canada, confirms that no representation has been made to it by or on behalf of the Company with respect thereto, and acknowledges and understands that it is its sole responsibility to determine and assess such tax consequences as may apply to its particular circumstances.

(n) The undersigned represents and warrants that (a) the funds representing the subscription price for the Subscription Receipts which will be advanced by it to the Company will not represent proceeds of crime for the purposes of the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act (the “**PATRIOT Act**”), and it acknowledges that the Company may in the future be required by law to disclose its name and other information relating to the Offering and its subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act, (b) no portion of the subscription price to be provided by it (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity that has not been identified to or by it, and (c) neither it nor, to its knowledge, any account for which it is acting is the subject of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any other applicable sanctions authority. It shall promptly notify the Company if it discovers that any of such representations ceases to be true and provide the Company with appropriate information in connection therewith.

(o) The undersigned is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that the Company is organized under the laws of Canada; (ii) some or all of the directors and officers may be residents of countries other than the United States; and (iii) all or a substantial portion of the assets of the Company and such persons may be located outside the United States.

(p) The undersigned understands and acknowledges that no offering document or prospectus has been, nor will be, prepared in connection with the offering of the Securities and the exchange of the Underlying Shares and the Underlying Warrants for the Resulting Issuer Shares and the Resulting Issuer Warrants and has conducted its own investigation. The Company has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Company and the Resulting Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares and that any answers to questions and any request for information have been complied with to the undersigned's satisfaction. The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating independently the merits and risks of its investment and it, and any account for which it is acting, is able to bear the economic risk of loss of its investment in the Securities, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares.

(q) The office or other address of the undersigned at which the undersigned received and accepted the offer to purchase the Subscription Receipts is the address listed as the "Subscriber's Address" in the Subscription Agreement.

(r) The provisions of this Qualified Institutional Buyer Investment Letter will be true and correct as of the date of execution of the Subscription Agreement, as of the Closing Date and as of the date of the exchange of the Underlying Shares and the Underlying Warrants for the Resulting Issuer Shares and the Resulting Issuer Warrants and will survive after the date of execution of the Subscription Agreement.

The undersigned undertakes to notify the Company and the Resulting Issuer immediately of any change in any representation, warranty or other information relating to the undersigned that takes place prior to the Closing Date and the date of the exchange of the Underlying Shares and the Underlying Warrants for the Resulting Issuer Shares and the Resulting Issuer Warrants.

[Signature Page Follows]

DATED at __________________________ this _______ day of _______________, 2026.

____
Name of Entity

____
Type of Entity

X______________________________________
Signature of Person Signing

____
Print or Type Name and Title of Person Signing

APPENDIX 1 TO SCHEDULE C.1
FORM OF DECLARATION FOR REMOVAL OF U.S. LEGEND

TO: Orbit2Orbit Financing Inc. (the "**Company**")
AND TO: The registrar and transfer agent for the securities of the Company

The undersigned (A) acknowledges that the sale of the securities of the Company to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**") and (B) certifies that (1) the undersigned is not an "affiliate" of the Company as that term is defined in Rule 405 under the U.S. Securities Act, a "distributor" or an affiliate of "distributor", (2) the offer of such securities was not made to a person in the United States or a U.S. Person and either (a) at the time the buy order was originated, the buyer was outside the United States and was not a U.S. Person, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States and was not a U.S. Person or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" (as defined in Rule 902 of Regulation S under the U.S. Securities Act) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States or a U.S. Person, (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing-off" the resale restrictions imposed because the securities are "restricted securities" as that term is described in Rule 144(a)(3) under the U.S. Securities Act, (5) the seller does not intend to replace such securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities, and (6) the sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms set forth above in quotation marks have the meanings given to them by Regulation S under the U.S. Securities Act.

DATED at ___________________________.

By: **X**
Name:
Title:

Affirmation by Seller's Broker-Dealer
(required for sales under (B)(2)(b) above)

We have read the foregoing representations of our customer, ____________________ (the "**Seller**") dated _____________________, with regard to our sale, for such Seller's account, of the securities of the Company described therein, and on behalf of ourselves we certify and affirm that (A) we have no knowledge that the transaction had been prearranged with a buyer in the United States, (B) the transaction was executed on or through the facilities of a recognized stock exchange in Canada or other designated offshore securities market, (C) neither we, nor any person acting on our behalf, engaged in any directed selling efforts in connection with the offer and sale of such securities, and (D) no selling concession, fee or other remuneration is being paid to us in connection with this offer and sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

____
Name of Firm

By: **X** ____
Authorized officer

Date:__________________

SCHEDULE D

FOREIGN SUBSCRIBER CERTIFICATE
(Residents of Jurisdictions other than Canada and the United States)

Reference is made to the subscription agreement between the Company and the undersigned (referred to herein as the Subscriber) dated as of the date hereof (the "**Subscription Agreement**"). Terms not otherwise defined herein have the meanings ascribed to them in the Subscription Agreement to which the certificate forms a schedule. The undersigned Subscriber, a resident of a jurisdiction other than Canada, who is not in the United States, is not a U.S. Person and is not purchasing for the account or benefit of a person in the United States or a U.S. Person, hereby represents and warrants as follows:

1. The Subscriber is a resident of an International Jurisdiction and the decision to subscribe for Subscription Receipts was taken in such International Jurisdiction.
2. The delivery of the Subscription Agreement, the acceptance of it by the Company and the issuance of the Purchased Subscription Receipts to the Subscriber complies with all laws applicable to the Subscriber, including the laws of such purchaser's jurisdiction of residence, and all other applicable laws, and will not cause the Company to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws of the International Jurisdiction.
3. The Subscriber is knowledgeable of, or has been independently advised as to, the application or jurisdiction of the securities laws of the International Jurisdiction that would apply to the subscription.
4. The Company is offering and selling the Subscription Receipts and the Subscriber is purchasing the Subscription Receipts pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the International Jurisdiction or, if such is not applicable, the Company is permitted to offer and sell the Subscription Receipts and the Subscriber is permitted to purchase the Subscription Receipts under the applicable securities laws of such International Jurisdiction without the need to rely on exemptions.
5. The applicable securities laws do not require the Company to register any of the Purchased Subscription Receipts, file a prospectus, registration statement, offering memorandum or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction.
6. The Subscriber will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction that will confirm the matters referred to in subparagraphs 2, 4 and 5 above to the satisfaction of the Company, acting reasonably.
7. The Subscriber will not sell, transfer or dispose of the Purchased Subscription Receipts except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Subscriber acknowledges that the Company shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws, including any sale, transfer or disposition in the United States or to, or for the account or benefit of, a U.S. Person that is not made in compliance with the U.S. Securities Act and applicable state securities laws.

Dated: ________________________.

____
Name of Subscriber

X______________________________

Signature of Subscriber

____
If the Subscriber is a corporation, print name and title of Authorized Signing Officer

SCHEDULE E

CONTACT INFORMATION – PROVINCIAL AND TERRITORIAL SECURITIES REGULATORY AUTHORITIES

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

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

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

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

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

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

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

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

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

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

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

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
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Autorité des marchés financiers
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Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca
(For corporate finance issuers);
Email: fonds_dinvestissement@lautorite.qc.ca
(For investment fund issuers)

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

SCHEDULE F

LOCK-UP AGREEMENT

This Lock-Up Agreement is being delivered in connection with the execution and delivery of the Subscription Agreement (as defined below) of the undersigned subscriber (the "**Subscriber**") in connection with the purchase of subscription receipts of the Company (the "**Subscription Receipts**" and, together with the Underlying Shares, the Underlying Warrants, the Resulting Issuer Shares, the Resulting Issuer Warrants and the Resulting Issuer Warrant Shares, the "**Securities**"). Capitalized terms used herein and not defined herein will have the meanings ascribed thereto in the accompanying subscription agreement between the Company and the undersigned dated as of the date thereof and delivered by the undersigned concurrently herewith (the "**Subscription Agreement**").

In consideration of the benefit that the Business Combination will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees not to, directly or indirectly, offer, issue, sell, grant, secure, pledge or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement, or agree to or publicly announce any intention to do so, in any manner whatsoever, any Securities, securities convertible into, exchangeable for, or otherwise exercisable to acquire Securities, or any other equity securities of the Resulting Issuer, as the case may be, whether now owned directly or indirectly, or under the control or direction of the undersigned, or with respect to which the undersigned has beneficial ownership (collectively, the "**Restricted Securities**"), in each case unless: (i) the undersigned first obtains the prior written approval of the Company or the Resulting Issuer's Board of Directors, as the case may be, or (ii) there occurs a take-over bid or similar transaction involving a change of control of the Resulting Issuer, as the case may be, provided that, all Restricted Securities owned by the undersigned that are not transferred, sold or tendered pursuant to such take-over bid or similar transaction remain subject to this Lock-Up Agreement, and further provided, that if such take-over bid or similar transaction is not completed, any Restricted Securities owned by the undersigned subject to this Lock-Up Agreement shall remain subject to the restrictions herein for the balance of the Restricted Period (as defined herein).

For the purposes of this Lock-Up Agreement, the "**Restricted Period**" means four months and one day after the Business Combination.

Notwithstanding the foregoing, nothing in this Lock-Up Agreement shall prohibit or otherwise restrict, and no such consent shall be required in respect of, the transfer, sale or tender of any or all of the Restricted Securities owned by the undersigned during the Restricted Period pursuant to: (i) transfers to affiliated entities of the undersigned, any family members of the undersigned, or any company, trust or other entity owned by or maintained for the benefit of the undersigned provided that such transferee shall first execute a lock-up agreement substantially in the form hereof covering the Restricted Securities so transferred, sold or tendered for the remainder of the Restricted Period.

The undersigned understands that the of the Company and Credissential are relying upon this Lock-Up Agreement in proceeding toward the Business Combination. The undersigned understands that, pursuant to the Business Combination, it may be required to enter into additional lock-up agreement(s) and/or escrow agreement(s) as may be required by the CSE, brokers or applicable law, and the undersigned hereby agrees to promptly enter into such agreements upon request by the Company.

The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors and assigns, and shall enure to the benefit of the Company and the Resulting Issuer, as the case may be, and their respective legal representatives, successors and assigns.

The undersigned hereby represents and warrants that he, she or it has the full power and authority to enter into this Lock-Up Agreement, and that he, she or it will do all such acts and take all such steps as reasonably required in order to fully perform and carry out the provisions of this Lock-Up Agreement. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, as applicable.

This Lock-Up Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the undersigned hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Lock-Up Agreement.

This Lock-Up Agreement may be executed by facsimile signatures or by e-mail transmission of an Adobe Acrobat file or similar means of recorded electronic transmission, each of which shall be effective as original signatures.

[Remainder of page intentionally left blank. Signature page follows.]

The undersigned undertakes to notify the Company immediately of any change in any representation, warranty or other information relating to the undersigned that takes place prior to the Closing Time.

DATED at __________________________.

If signatory is a Company, Partnership, Trust or other entity that is not an individual

____
Name of entity (please print)

____
Signature

____
Name of signatory (please print)

____
Title of signatory (please print)

If signatory is a an individual

____
Name (please print)

____
Signature of shareholder