

Valdor Technology International Inc.

UNIT SUBSCRIPTION AGREEMENT

(the “Agreement”)

INSTRUCTIONS

All Purchasers:

1. Please complete the required personal information on page 2 and Appendix I of the Agreement.
2. If you are a close friend, relative or business associate of a director, executive officer or control person of the Issuer, and are not a resident of Ontario, please complete and sign the **Family Member, Close Personal Friend and/or Business Associate Questionnaire – Schedule “A”**.
3. If you are a resident of Saskatchewan, and are a close personal friend or close business associate of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer, then you must also complete the **Risk Acknowledgment Form – Schedule “B”**.
4. If you are a resident of Canada, and are: (i) an “accredited investor”, please complete and sign the **Canadian Accredited Investor Questionnaire – Schedule “C”**; or (ii) investing at least \$150,000, then no additional form need be completed.
5. If you are a resident of Ontario and are either (i) a “founder” of the Issuer; or (ii) an “affiliate” of the Issuer; or (iii) a spouse, parent, brother, sister, grandparent, grandchild or child of an “executive officer”, director or founder of the Issuer; or (iv) a person that is a “control person” of the Issuer (as those terms are defined in Schedule “D”), please complete and sign the **Ontario Investor Questionnaire – Schedule “D”**.
6. If you are a U.S. resident, please complete and sign the **U.S. Accredited Investor Questionnaire – Schedule “E”**.
7. If you are a non-individual Purchaser, please also complete and sign the **TSX Venture Exchange Form 4C – Corporate Placee Registration Form – Schedule “F”**.
8. If you are a resident of a jurisdiction outside of Canada and the United States of America, please complete and sign the **International Jurisdiction Acknowledgment and Certificate – Schedule “G”**.
9. Enclose your **subscription proceeds** by way of certified cheque, bank draft or money order payable to Valdor Technology International Inc.

Please return the completed Subscription Agreement, and Schedules “A”, “B”, “C”, “D”, “E”, “F”, and/or “G” completed (as necessary), together with your payment to: Valdor Technology International Inc., Suite 450-789 West Pender Street, Vancouver, British Columbia, V6C 1H2.

UNIT SUBSCRIPTION AGREEMENT

THIS AGREEMENT dated for reference _____, 2013.

BETWEEN:

(Print Name of Purchaser)

(Address)

(the "Purchaser");

AND:

VALDOR TECHNOLOGY INTERNATIONAL INC.
of Suite 450 – 789 West Pender Street,
Vancouver, British Columbia,
V6C 1H2

(the "Issuer").

WHEREAS the Purchaser has agreed to purchase, and the Issuer has agreed to sell the number of Units (as that term is defined in Appendix II) and at the subscription price as set forth in Appendix I below;

1. The Purchaser hereby acknowledges that the Issuer is proceeding with a private placement to other persons besides the Purchaser and tenders to the Issuer this subscription offer which, upon acceptance by the Issuer, will constitute an agreement of the Purchaser to subscribe for, take up, purchase and pay for and, on the part of the Issuer, to issue and sell to the Purchaser the number of Units set out in the attached Appendix I, on the terms and subject to the conditions set out in this Subscription Agreement of which the Appendices form a part.

2. Upon payment for the Units by the Purchaser, and execution of this Subscription Agreement by the Purchaser and by the Issuer, the Purchaser and the Issuer hereby irrevocably agree to be bound by the terms and conditions set forth in Appendices I and II to this Subscription Agreement with respect to the Units.

EXECUTED by the Purchaser, this _____ day of _____, 2013.

Signature of Purchaser or Authorized Signatory

Name of Purchaser (Please Print)

ACCEPTED by the Issuer this _____ day of _____, 2013.

VALDOR TECHNOLOGY INTERNATIONAL INC.

Per: _____
Authorized Signatory

**APPENDIX I
TO THE UNIT SUBSCRIPTION AGREEMENT**

(MUST BE COMPLETED BY THE PURCHASER)

A. Number of Units: The total number of Units subscribed for under this Subscription Agreement is as follows :

_____ Units

B. Amount of Subscription Funds: The total subscription amount (the “Purchaser’s Subscription Funds”) for the Units at **\$0.10** per Unit subscribed for under this Subscription Agreement is as follows:

\$ _____

C. Name, Address and Phone No. of Purchaser: The name, address and phone no. of the Purchaser (for regulatory filing purposes) are as follows:

Name: _____

Address: _____

Phone: _____

Email address: _____

D. Registration Instructions: The name(s) and address(es) of the person(s) in whose name(s) the Purchaser’s Units are to be registered, if other than as set forth in paragraph C above, are as follows (or, if additional space is needed, are set forth in an attachment hereto):

Name: _____

Address: _____

E. Delivery Instructions: The name and address of the person to whom the certificates representing the Purchaser’s Units referred to in paragraph A above are to be delivered, if other than as set forth in paragraph C above, is as follows:

Name: _____

Address: _____

Phone: _____

F. Particulars of the Purchaser:

Corporate Placee Registration Form

The Purchaser, if not an individual, either [CHECK APPROPRIATE ITEM]:

_____ has previously filed with the Exchange a Form 4C, Corporate Placee Registration Form, and represents and warrants that there has been no change to any of the information in the Form 4C previously filed with the Exchange up to the date of this Subscription Agreement; or

_____ hereby delivers to the Issuer a completed Form 4C in the form attached hereto as Appendix F for filing with the Exchange.

Present Ownership of Securities

The Purchaser either [CHECK APPROPRIATE ITEM]:

_____ owns directly or indirectly, or exercises control or direction over, no common shares in the capital stock of the Issuer or securities convertible into common shares in the capital stock of the Issuer (excluding the Common Shares subscribed for herein); or

_____ owns directly or indirectly, or exercises control or direction over, _____ common shares in the capital stock of the Issuer and convertible securities entitling the Purchaser to acquire an additional

_____ common shares in the capital stock of the Issuer (excluding the Common Shares subscribed for herein).

Insider Status

The Purchaser either [CHECK APPROPRIATE ITEM]:

_____ is an "Insider" of the Issuer as defined in the Securities Act (BC). More specifically, "Insider" means:

- (a) every director or officer of the Issuer;
- (b) every director or officer of a person that is itself an insider or subsidiary of the Issuer;
- (c) any person that has:
 - (i) direct or indirect beneficial ownership of,
 - (ii) control or direction over; or
 - (iii) a combination of direct or indirect beneficial ownership of and of control or direction over,
 securities of the Issuer carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting securities, excluding, for the purposes of the calculation of the percentage held, any securities held by the person as underwriter in the course of a distribution, or
- (d) the Issuer itself, if it has purchased, redeemed or otherwise acquired any securities of its own issue, for so long as it continues to hold those securities; or

_____ is not an Insider of the Issuer.

Member of "Pro Group"

The Purchaser either [CHECK APPROPRIATE ITEM]:

_____ is a Member of the "Pro Group" as defined in the Rules of the Exchange. More specifically, "Pro Group" is defined as follows:

1. Subject to subparagraphs (2), (3) and (4), "Pro Group" shall include, either individually or as a group:
 - (a) the member (i.e. a member of the Exchange under the Exchange requirements);
 - (b) employees of the member;
 - (c) partners, officers and directors of the member;
 - (d) affiliates of the member; and
 - (e) associates of any parties referred to in subparagraphs (a) through (d).
2. The Exchange may, in its discretion, include a person or party in the Pro Group for the purposes of a particular calculation where the Exchange determines that the person is not acting at arm's length of the member.
3. The Exchange may, in its discretion, exclude a person from the Pro Group for the purposes of a particular calculation where the Exchange determines that the person is acting at arm's length of the member.
4. The member may deem a person who would otherwise be included in the Pro Group pursuant to subparagraph (1) to be excluded from the Pro Group where the member determines that:
 - (a) the person is an affiliate or associate of the member acting at arm's length of the member;
 - (b) the associate or affiliate has a separate corporate and reporting structure;
 - (c) there are sufficient controls on information flowing between the member and the associate or affiliate; and
 - (d) the member maintains a list of such excluded person; or

_____ is not a member of the Pro Group.

**APPENDIX II
TO THE UNIT SUBSCRIPTION AGREEMENT**

1. Definitions

1.1 In this Subscription Agreement, including any schedules forming a part of this Subscription Agreement:

- (a) “Agreement” means this agreement between the Issuer and the Purchaser, as may be amended from time to time, pursuant to which they irrevocably agreed to be bound by the terms and conditions set forth in this Appendix II and, for greater certainty, includes the Appendices I and II, and all schedules;
- (b) “Applicable Securities Laws” mean the securities laws, rules, and regulations of the Qualifying Jurisdictions and any relevant International Jurisdiction, in force from time to time;
- (c) “BC Act” means the *Securities Act* (British Columbia) and the rules and regulations thereto, as amended from time to time;
- (d) “Closing Date” has the meaning given to that term in section 9.3;
- (e) “Closing” means the completion of the subscription on the Closing Date;
- (f) “distribution” has the meaning given to that term under Applicable Securities Laws;
- (g) “Exchange” means the TSX Venture Exchange;
- (h) “Exemptions” means the exemptions from the registration and prospectus or equivalent requirements under Applicable Securities Laws;
- (i) “International Jurisdiction” means a country other than Canada or the United States of America;
- (j) “material fact” has the meaning given to that term under Applicable Securities Laws;
- (k) “Private Placement” means the offering and sale of the Units pursuant to the terms and conditions of the Subscription Agreement;
- (l) “Purchaser” means a person that subscribes for and purchases Units under the Private Placement;
- (m) “Purchaser’s Units” means the number of Units subscribed for by the Purchaser under this Subscription Agreement as specified in paragraph A of Appendix I hereto;
- (n) “Purchaser’s Subscription Funds” means the amount of Purchaser’s Subscription Funds derived from the sale of the Units as specified and defined in paragraph B of Appendix I hereto;
- (o) “Qualifying Jurisdictions” unless otherwise expressly limited herein means Canada and all of its territories;
- (p) “Regulatory Authorities” means the securities regulatory authorities in the Qualifying Jurisdictions;
- (q) “Shares” means the common shares without par value in the capital of the Issuer;
- (r) “Subscription Agreement” means this subscription agreement entered into between the Purchaser of Units and the Issuer in respect of the purchase and sale of Units and includes all appendices and schedules attached to the Subscription Agreement as it may be amended or supplemented from time to time;

- (s) “Units” means the units of the Issuer, each Unit consisting of one (1) Share and one (1) whole Warrant; and
- (t) “Warrants” means the non-transferable share purchase warrants forming a portion of the Units, as more particularly described in herein.

2. **Subscription Procedure**

2.1 On or before the Closing Date, the Purchaser shall deliver to the Issuer at Suite 450 – 789 West Pender Street, Vancouver, British Columbia, V6C 1H2:

- (a) a certified cheque, bank draft or money order payable to “**Valdor Technology International Inc.**” in an amount equal to the Purchaser’s Subscription Funds;
- (b) a completed and executed copy of this Subscription Agreement;
- (c) if the Purchaser is: (i) a spouse, parent, grandparent, brother, sister, child, or grandchild of a director, executive officer, or control person of the Issuer or of an affiliate of the Issuer; (ii) a parent, grandparent, brother, sister, child, or grandchild of the spouse of a director, executive officer, or control person of the Issuer or of an affiliate of the Issuer; (iii) a close personal friend of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer; or (iv) a close business associate of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer, AND is a resident of Canada and is not a resident of Ontario, then the Purchaser must complete the Family Member, Close Personal Friend and/or Close Business Associate Questionnaire attached as Schedule “A” hereto;
- (d) if the Purchaser is a resident of Saskatchewan, and is a close personal friend or close business associate of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer, then the Purchaser must also complete and execute the Risk Acknowledgment Form attached as Schedule “B” hereto in duplicate;
- (e) if the Purchaser is an “accredited investor” as defined under Applicable Securities Laws AND is also a resident of Canada, then the Purchaser must complete a Canadian Accredited Investor Questionnaire attached as Schedule “C” hereto;
- (f) if the Purchaser is a resident of Ontario, and the Purchaser is: (i) a “founder” of the Issuer; or (ii) an “affiliate” of the Issuer; or (iii) a spouse, parent, brother, sister, grandparent, grandchild or child of an “executive officer”, director or founder of the Issuer; or (iv) a person that is a “control person” of the Issuer (as those terms are defined in Schedule “D”), then the Purchaser must complete an Ontario Investor Questionnaire attached as Schedule “D” hereto;
- (g) if the Purchaser is a resident of the United States of America, then the Purchaser represents and warrants to the Issuer that the Purchaser is qualified to purchase the Shares under the *Securities Act of 1933*, as amended, pursuant to an exemption from registration and prospectus requirements as a private placement to an “accredited investor”, and in such case the Purchaser has completed the U.S. Accredited Investor Questionnaire attached Schedule “E” hereto;
- (h) if the Purchaser is other than an individual, then the Purchaser must also complete the Form 4C, Corporate Placee Registration Form, attached as Schedule “F” hereto; and
- (i) if the Purchaser is a resident outside of Canada and the United States of America, then the Purchaser represents and warrants to the Issuer that the Purchaser is qualified to purchase the Units under the securities laws of its jurisdiction, and in such case has completed the International Jurisdiction Acknowledgment and Certificate attached as Schedule “G”.

2.2 Within five business days of Closing, the Issuer will, subject to section 2.4, issue and sell the Purchaser's Units to the Purchaser and cause to be issued and delivered definitive certificates representing the Purchaser's Units registered in the name of the Purchaser (or in the other name or names set forth in paragraph D of Appendix I hereto) in accordance with the Purchaser's instructions in paragraph E of Appendix I hereto.

2.3 The Issuer will have the right to accept this offer (in whole or in part) at any time at or prior to the Closing Date. All funds received by the Issuer prior to the closing of the financing will be available for corporate purposes and converted to equity upon final acceptance of the Private Placement by the TSX Venture Exchange. The Issuer's acceptance of this offer will be conditional upon, among other things, the sale of the Purchaser's Units to the Purchaser being exempt from any prospectus filing requirements of all Applicable Securities Laws. The Issuer will be deemed to have accepted this offer upon the delivery at the Closing of Share and Warrant certificates representing the Purchaser's Units referred to in section 2.2.

2.4 The Purchaser will, promptly upon request by the Issuer, provide the Issuer with any additional information and execute and deliver to the Issuer additional certificates, questionnaires and other documents as the Issuer may request in connection with the issue and sale of the Units. The Purchaser acknowledges and agrees those certificates, questionnaires and other documents, when executed and delivered by the Purchaser, will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Purchaser hereunder in favour of the Issuer. The Purchaser consents to the filing of such certificates, questionnaires and other documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated under the Subscription Agreement.

3. Terms of Warrants

3.1 The Warrants will have a term of three (3) years commencing from the Closing Date (the "Term"), and will be non-transferable; each whole Warrant will entitle the Purchaser to purchase one (1) additional Share in the capital of the Issuer at an exercise price of \$0.20 per share during the Term of the Warrants. If during the term of the Warrants, the closing price for the Issuer's common shares is greater than \$0.60 for a period of twenty (20) consecutive trading days, the Issuer has the option to provide notice (the "Notice") to the Warrant holders that their warrants will expire if they are not exercised within thirty (30) days from the date of such Notice, provided that the Issuer will not be entitled to exercise such forced conversion right during the period of time that the Shares are subject to resale restrictions (i.e. within the first four months and a day from the Closing Date).

3.2 The terms and conditions which govern the Warrants will be set forth in the certificates representing the Warrants, and will contain, among other things, provisions for the appropriate adjustment in the class, number and price of the Shares to be issued on the exercise of the Warrants upon the occurrence of certain events including any subdivision, consolidation, or reclassification of the Shares or the amalgamation of the Issuer or the payment of stock dividends. The issue of the Warrants will not restrict or prevent the Issuer from obtaining any other financing, nor from issuing additional securities or rights during the period of the Term of the Warrants.

4. Representations, Warranties and Covenants of the Purchaser

4.1 By executing this Subscription Agreement, the Purchaser represents, warrants and covenants to the Issuer that:

- (a) the Purchaser is resident in the jurisdiction specified in paragraph C of Appendix I to this subscription Agreement;
- (b) the Purchaser's Units are not being purchased by the Purchaser as a result of any material information concerning the Issuer that has not been publicly disclosed and the Purchaser's decision to tender this offer and purchase the Purchaser's Units has been made solely upon the publicly available information relating to the Issuer and the Purchaser has not relied upon any verbal or written representation as to fact or otherwise (including that any person will resell or repurchase or refund the purchase price of the Purchaser's Units other than in accordance with their terms, or as to the future price or value of the Units) made by or on behalf of the Issuer or any other person;

- (c) if the Purchaser is a resident of Saskatchewan, and is purchasing as principal and not on behalf of, or for the account or benefit of, any third party, and the Purchaser will concurrently with the execution of this Agreement, execute and deliver the Risk Acknowledgement Form attached hereto as Schedule “B”;
- (d) if the Purchaser is an “accredited investor” as defined under the Instrument, and is a resident of Canada, the Purchaser will execute and deliver the Accredited Investor Questionnaire attached hereto as Schedule “C”;
- (e) if the Purchaser is a resident of Ontario, and either (i) a “founder” of the Issuer; or (ii) an “affiliate” of the Issuer; or (iii) a spouse, parent, brother, sister, grandparent, grandchild or child of an “executive officer”, director or founder of the Issuer; or (iv) a person that is a “control person” of the Issuer (as those terms are defined in Schedule “D”), the Purchaser will execute and deliver the Ontario Investor Questionnaire attached hereto as Schedule “D”;
- (f) if the Purchaser is a resident of the United States of America, or is otherwise a “US Person” as defined in Regulation S promulgated under the *United States Securities Act of 1933*, as amended, then the Purchaser is qualified to purchase the Units under the *Securities Act of 1933*, as amended, pursuant to an exemption from registration and prospectus requirements as a private placement to an “accredited investor”, and the Purchaser will execute and deliver the U.S. Accredited Investor Questionnaire attached hereto as Schedule “E”;
- (g) if the Purchaser is resident of an International Jurisdiction then:
 - (i) the Purchaser 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 there are any;
 - (ii) the Purchaser is purchasing the Units pursuant to Exemptions from the prospectus and registration requirements under the Applicable Securities Laws of that International Jurisdiction or, if such is not applicable, the Purchaser is permitted to purchase the Purchaser’s Units under the Applicable Securities Laws of the International Jurisdiction without the need to rely on Exemptions;
 - (iii) the Applicable Securities Laws do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and the Purchaser will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii) and (iii) above to the satisfaction of the Issuer, acting reasonably; and
 - (iv) the Purchaser acknowledges that:
 - (A) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;
 - (B) there is no government or other insurance covering the Units;
 - (C) there are risks associated with the purchase of the Units;
 - (D) there are restrictions on the Purchaser’s ability to resell the Units and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with them before selling the Units; and
 - (E) the Issuer has advised the Purchaser that the Issuer is relying on an exemption from the requirements to provide the Purchaser with a prospectus and to sell securities through a person registered to sell securities under the BC Act and, as

a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the BC Act, including statutory rights of rescission or damages, will not be available to the Purchaser;

- (h) the Purchaser understands and acknowledges that none of the Units have been nor will be registered under the *United States Securities Act of 1933*, and, subject to certain exceptions, that none of the Units may be offered or resold within the United States in the absence of an exemption from registration requirements;
- (i) if the Purchaser is a resident of Canada and is relying on the exemption from prospectus requirements afforded by the Purchaser's aggregate acquisition cost for the Units exceeding \$150,000, then the Purchaser represents and warrants to the Issuer that the Purchaser is purchasing the Units as principal for the Purchaser's own benefit and investment, and not as an agent for any other person or company, and the Purchaser was not created or used solely for purchasing or holding the Units;
- (j) the Purchaser acknowledges that because this subscription is being made pursuant to the Exemptions:
 - (i) the Purchaser is restricted from using certain of the civil remedies available under the Applicable Securities Laws;
 - (ii) the Purchaser may not receive information that might otherwise be required to be provided to the Purchaser under the Applicable Securities Laws if the Exemptions were not being used; and
 - (iii) the Issuer is relieved from certain obligations that would otherwise apply under the Applicable Securities Laws if the Exemptions were not being used;
- (k) the offering and sale of the Purchaser's Units to the Purchaser was not made through an advertisement of the Units in printed media of general and regular paid circulation, radio or television or any other form of advertisement;
- (l) the Purchaser has the necessary power and legal capacity to enter into this Subscription Agreement and, if the Purchaser is a company, the Purchaser is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if the Purchaser is a partnership, syndicate, trust or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; and
- (m) upon the Issuer executing and delivering this Subscription Agreement, this Subscription Agreement will constitute a legal, valid and binding contract of the Purchaser enforceable against the Purchaser in accordance with its terms and neither the agreement resulting from such acceptance nor the completion of the transactions contemplated hereby conflicts with, or will conflict with, or results, or will result, in a breach or violation of any law applicable to the Purchaser, or any agreement to which the Purchaser is a party or by which the Purchaser is bound, and if the Purchaser is a corporation, any constating documents of the Purchaser.

4.2 The foregoing representations and warranties are made by the Purchaser with the intent that they may be relied upon in determining the Purchaser's eligibility to acquire the Units under Applicable Securities Laws. Unless the Purchaser otherwise has advised the Issuer in writing, the representations and warranties of the Purchaser

contained in this Subscription Agreement shall be true at the time of Closing as though they were made at the time of Closing and shall survive the completion of the transactions contemplated under this Subscription Agreement for a period of one year from the Closing Date.

4.3 The Purchaser understands that the Purchaser is purchasing the Units pursuant to exemptions from the prospectus requirements of the Applicable Securities Laws of the Qualifying Jurisdiction and as a consequence the Purchaser may be restricted from using some of the civil remedies available under the Applicable Securities Laws of the Qualifying Jurisdiction, the Purchaser may not receive information that would otherwise be required to be provided to him under Applicable Securities Laws and the Issuer is relieved from certain obligations that would otherwise apply under Applicable Securities Laws. The Purchaser acknowledges that no securities commission or similar regulatory authority has reviewed or passed on the merits of the Private Placement.

5. **Representations and Warranties of the Issuer**

The Issuer represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on these representations and warranties in entering into this Agreement, that:

- (a) the Issuer is a valid and subsisting company, duly incorporated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;
- (b) the Issuer is a reporting issuer in British Columbia and Alberta, and the Issuer is not, to the best of its knowledge, in material default of any of the requirements of the Applicable Securities Laws of those jurisdictions;
- (c) the Issuer's subsidiaries (the "Subsidiaries"), if any, are valid and subsisting companies and in good standing under the laws of the jurisdictions in which they were incorporated;
- (d) the common shares of the Issuer are listed and posted for trading on the Exchange and, to the best of its knowledge, the Issuer is not in material default of any of the listing requirements of the Exchange;
- (e) upon their issuance, the Units will be validly issued and outstanding fully paid and non-assessable common shares of the Issuer registered as directed by the Purchaser, free and clear of all trade restrictions (except as may be imposed by operation of the Applicable Securities Laws) and all liens, charges or encumbrances of any kind whatsoever;
- (f) the Issuer and its Subsidiaries, if any, hold all licences and permits that are required for carrying on their business in the manner in which such business has been carried on and the Issuer and its Subsidiaries, if any, have the corporate power and capacity to own the assets owned by them and to carry on the business carried on by them and they are duly qualified to carry on business in all jurisdictions in which they carry on business;
- (g) the Issuer's financial statements contain no untrue statement of a material fact as at the date thereof, nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (h) to the best of its knowledge, and except as publicly disclosed, there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding, pending or threatened against or affecting the Issuer or its Subsidiaries, if any, at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the best of the Issuer's knowledge, there is no basis therefor;
- (i) the Issuer has good and sufficient right and authority to enter into this Agreement and complete its transactions contemplated under this Agreement on the terms and conditions set forth herein; and

- (j) to the best of its knowledge, the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of its transactions contemplated under this Agreement will not conflict with, or result in the breach of or the acceleration of any indebtedness under, or constitute default under, the constating documents of the Issuer or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which the Issuer is a party or by which it is bound, or any judgment or order of any kind whatsoever of any Court or administrative body of any kind whatsoever by which it is bound.

6. Covenants of the Issuer

The Issuer will:

- (a) offer, sell, issue and deliver the Units pursuant to the Exemptions or qualification requirements of Applicable Securities Laws of the Qualifying Jurisdictions and otherwise fulfil all legal requirements required to be fulfilled by the Issuer (including without limitation, compliance with all Applicable Securities Laws of the Qualifying Jurisdictions) in connection with the Private Placement;
- (b) use its commercially reasonable best efforts to maintain its status as a “reporting issuer” not in default in British Columbia and Alberta for a period of one year from the Closing Date;
- (c) use its commercially reasonable best efforts to maintain its listing of its common shares on the Exchange for a period of one year from the Closing Date;
- (d) within the required time, file with the applicable Regulatory Authorities and the Exchange any documents, reports and information, in the required form, required to be filed by Applicable Securities Laws in connection with the Private Placement, together with any applicable filing fees and other materials;
- (e) from and including the date of this Subscription Agreement through to and including the time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of the Issuer contained in this Subscription Agreement or any certificates or documents delivered by it pursuant thereto remain true and correct in all material respects; and
- (f) from and including the date of this Subscription Agreement through to and including the time of Closing, not do any such act or thing that would render any representation or warranty of the Issuer contained in this Subscription Agreement or any certificates or documents delivered by it pursuant thereto materially untrue or materially incorrect.

7. Resale Restrictions

7.1 The Purchaser understands and acknowledges that the Units will be subject to certain resale restrictions under Applicable Securities Laws for a period of at least four (4) months from the Closing Date, and that the certificates representing the Units will bear certain legends to that effect. If the Purchaser is a resident of the United States of America, the Units will be subject to resale restrictions pursuant to Rule 144 promulgated under the United States *Securities Act of 1933*, and the certificates representing the Units will bear certain legends to that effect.

7.2 The Purchaser also acknowledges that it has been advised to consult its own legal advisors with respect to applicable resale restrictions and that it is solely responsible (and the Issuer is not in any manner responsible) for complying with such restrictions.

8. Indemnity

The Purchaser agrees to indemnify and hold harmless the Issuer, and its directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating,

preparing or defending against any litigation, administrative proceeding or investigation commenced or threatened or any claim whatsoever arising out of or based upon any representation or warranty of the Purchaser contained herein or in any document furnished by the Purchaser to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any document furnished by the Purchaser to the Issuer in connection herewith.

9. Regulatory Approval and Closing

9.1 Notwithstanding any other term of this Agreement, the completion of this Private Placement is subject to (collectively referred to as the "Closing Conditions"):

- (a) the prior acceptance of the Exchange on conditions, if any, satisfactory to the Issuer (the "Regulatory Approval");
- (b) the representations and warranties made by the Purchaser herein shall be true and correct in all material respects when made and shall be true and correct in all material respects on Closing; and
- (c) the covenants, agreements and conditions to be performed by the Purchaser hereunder on or before Closing shall have been performed or complied with in all material respects.

9.2 In the event that the Closing Conditions cannot be satisfied or the Private Placement is otherwise terminated, the Purchaser's Subscription Funds will be returned to the Purchaser by the Issuer without interest or deduction and this Agreement will be of no further force and effect.

9.3 The completion of the subscription contemplated under this Agreement shall occur on or before the fifth business day (the "Closing Date") following the date Regulatory Approval is given. The Issuer shall deliver to the Purchaser, no later than the Closing Date, Share and Warrant certificates representing the Purchaser's Units.

10. General

10.1 For the purposes of this Subscription Agreement, time is of the essence.

10.2 This offer is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Purchaser.

10.3 This Subscription Agreement contains the entire agreement between the parties with respect to the Units, and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer or by anyone else.

10.4 Neither this Subscription 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.

10.5 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as may either before or after the execution of this Subscription Agreement be reasonably required to carry out the full intent and meaning of this Subscription Agreement.

10.6 This Subscription Agreement shall be subject to, governed by and construed in accordance with the laws of British Columbia.

10.7 This Subscription Agreement may not be assigned by any party hereto.

10.8 The Issuer shall be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, and acceptance by the Issuer of a facsimile copy of this Subscription Agreement shall create a legal, valid and binding agreement between the Purchaser and the Issuer in accordance with its terms.

10.9 This Subscription Agreement may be signed by the parties in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

10.10 This Agreement requires the Purchaser to provide certain personal information to the Issuer. Such information is being collected by the Issuer for the purposes of completing the Private Placement, which includes, without limitation, determining the Purchaser's eligibility to purchase the Units under applicable securities legislation, preparing and registering certificates representing the Units to be issued to the Purchaser, and completing filings required by any stock exchange on which the Issuer's securities are listed or by any applicable securities regulatory authority having jurisdiction. The Purchaser's personal information will be delivered by the Issuer to and is being collected indirectly by: (a) stock exchanges on which the Issuer's securities are listed for the purposes of conducting background checks, verifying the personal information provided, conducting enforcement proceedings, or performing other investigations as required by or to ensure compliance with all applicable rules and policies of such exchanges; (b) securities regulatory authorities having jurisdiction over the Issuer for the purposes of the administration and enforcement of applicable securities legislation; (c) the Issuer's registrar and transfer agent for the purposes of the issuance of the securities and maintenance and administration of the central register of shareholders of the Issuer; and (d) any of the other parties involved in the Private Placement for the purposes of completing the transaction. By executing this Agreement, the Purchaser is deemed to be consenting to the foregoing collection, use and disclosure of the Purchaser's personal information. The Purchaser also consents to the Issuer's filing of copies or originals of any of the Purchaser's documents described in this Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. If the Purchaser is a resident of Ontario, for questions about the collection of personal information by the Ontario Securities Commission, please contact the Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario, M5H 3S8, ph: (416) 593-8086.

10.11 The Purchaser confirms that the funds representing the Purchaser's Subscription Funds (including any proceeds delivered to the Issuer upon exercise of the Warrants) which will be advanced by the Purchaser to the Issuer hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* ("PCA"), and the Purchaser acknowledges that the Issuer may in the future be required by law to disclose the Purchaser's name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to the PCA. To the best of the Purchaser's knowledge (i) the Purchaser's Subscription Funds (including any proceeds delivered to the Issuer upon exercise of the Warrants): (A) have not been nor will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, and (B) are not being tendered on behalf of a person or entity who has not been identified to the Issuer; and (ii) the Purchaser will promptly notify the Issuer if the Purchaser discovers that any of such representations ceases to be true, and will provide the Issuer with appropriate information in connection therewith.

10.12 The Purchaser acknowledges that the Issuer may pay to a third party from the Issuer's general working capital, a finder's fee or commission in connection with this subscription, as permitted under the policies of the Exchange, but in any event not to exceed 10% of the Purchaser's Subscription Funds, which may be paid in cash or securities of the Issuer in the sole discretion of the Issuer and as permitted by applicable securities legislation.

END OF APPENDIX II

SCHEDULE "A"

**FAMILY MEMBER, CLOSE PERSONAL FRIEND AND/OR
CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE**

TO: VALDOR TECHNOLOGY INTERNATIONAL INC. (the "Issuer")

Name of director, executive officer, or control person of the Issuer with whom the Purchaser has a relationship:

Details of Relationship (*please see definitions below*):

Length of Relationship:

Details of Prior Business Dealings:

For the purposes hereof:

"Close personal friend" means an individual who knows the director, executive officer or control person of the Issuer 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.

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

"Close business associate" means an individual who has had sufficient prior direct business dealings with a director, executive officer or control person of the Issuer to be in a position to assess his or her capabilities and trustworthiness. An individual is not a "close business associate" solely because the individual is a client, customer, former client or former customer of the Issuer.

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

The Purchaser has executed this Questionnaire as of the _____ day of _____, 2013.

If a Corporation, Partnership or other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Name of Individual

Signature of Person Signing

Title of Person Signing

SCHEDULE "B"

Form 45-106F5

Risk Acknowledgment

Saskatchewan Close Personal Friends and Close Business Associates

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

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

I am a **close** personal friend or **close** business associate of _____ [state name], who is a _____ [state title - founder, director, senior officer or control person] of Valdor Technology International Inc. or an affiliate of Valdor Technology International Inc.

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.

You will not receive advice.

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

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

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE "C"

CANADIAN ACCREDITED INVESTOR QUESTIONNAIRE

TO: VALDOR TECHNOLOGY INTERNATIONAL INC. (the "Issuer")

In connection with the proposed purchase of securities of the Issuer, the undersigned represents and warrants that the undersigned has read the following definition of an "accredited investor" from National Instrument 45-106 "Prospectus and Registration Exemptions", and certifies that the undersigned is an accredited investor as indicated below (**check one**):

- (a) a Canadian financial institution, or a Schedule III bank,
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- (c) a subsidiary of any person or company referred to in paragraphs (a) to (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- (d) a person or company registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer, other than a limited market dealer registered under the *Securities Act* (Ontario), or *Securities Act* (Newfoundland and Labrador),
- (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada, as a representative of a person or company referred to in paragraph (d),
- (f) the government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada,
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comite de gestion de la taxe scolaire de l'ile de Montreal or an inter-municipal management board in Quebec,
- (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 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 \$1,000,000,
- (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000
- (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements,
- (n) an investment fund that distributes or has distributed its securities only to:
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*], or 2.19 [*Additional investment in investment funds*], or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*],

- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,
- (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf a fully managed account managed by a 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:
 - (i) is registered or authorized to carry on business as an advisor or the equivalent under securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (ii) in Ontario, is purchasing a security that is not a security of an investment fund,
- (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or other 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 advisor or a person that is exempt from registration as an advisor, or
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investors.

For the purposes of this Certificate above, the terms:

"financial assets" means cash, securities, or a contract of insurance, a deposit, or an evidence of a deposit that is not a security for the purposes of securities legislation; and

"related liabilities" means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets.

Dated at _____, this _____ day of _____, 2013.

Signature of Authorized Signatory of Purchaser

Name and Office of Authorized Signatory of Purchaser

Name of Purchaser

Address of Purchaser

SCHEDULE "D"

ONTARIO INVESTOR QUESTIONNAIRE

TO: VALDOR TECHNOLOGY INTERNATIONAL INC. (the "Issuer")

Please indicate your relationship to the Issuer by checking and completing (where necessary) at least one of the categories below:

- (i) I am a founder of the Issuer: _____; or
- (ii) I am an affiliate of the Issuer: _____; or
- (iii) I am a control person of the Issuer: _____; or
- (iv) I am a spouse, parent, brother, sister, grandparent, grandchild or child of an executive officer, director or founder of the Issuer: _____; (if this choice is selected, please complete the following information below:

Name of executive officer, director, or founder of the Issuer with whom the Purchaser is related (spouse, parent, brother, sister, grandparent, grandchild or child):

Nature of the Relationship (spouse, parent, brother, sister, grandparent, grandchild or child):

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

The Purchaser has executed this Questionnaire as of the _____ day of _____, 2013.

If a Corporation, Partnership or other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Name of Individual

Signature of Person Signing

Title of Person Signing

Definitions:

As a guide only to completing the above form, the above words and expressions have the following meanings:

"affiliate" means a corporation that is affiliated with the Issuer because:

- (a) one of them is a subsidiary of the other,
- (b) both of them are subsidiaries of the same corporation, or
- (c) each of them are controlled by the same person;

"control person" essentially means for the Issuer, any person that holds or is one of a combination of persons that holds:

- (a) a sufficient number of any of the securities of the Issuer so as to affect materially the control of the Issuer; or
- (b) more than 20% of the outstanding voting securities of the Issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the Issuer;

“executive officer” means, for the Issuer, an individual who is:

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division, or function including sales, finance or production,
- (c) an officer of the Issuer or any of its subsidiaries and who performs a policy-making function in respect of the Issuer, or
- (d) performing a policy-making function in respect of the Issuer;

“founder” means, in respect of the Issuer, a person who:

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Issuer, and
- (b) at the time of the trade is actively involved in the business of the Issuer;

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

SCHEDULE "E"

U.S. ACCREDITED INVESTOR QUESTIONNAIRE

The undersigned Purchaser understands and agrees that the Units of Valdor Technology International Inc. (the "Issuer") have not been and will not be registered under the United States *Securities Act of 1933*, as amended (the "1933 Act"), or applicable state securities laws, and the Units are being offered and sold by the Issuer to the Purchaser in reliance upon Rule 506 of Regulation D under the 1933 Act.

The undersigned represents, warrants and covenants (which representations, warranties and covenants shall survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that:

- (a) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits, and risks of the investment and it is able to bear the economic risk of loss of the investment;
- (b) it is purchasing the Units for its own account or for the account of one or more persons for investment purposes only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Units in the United States; provided, however, that the Purchaser may sell or otherwise dispose of any of the Units pursuant to registration thereof pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements;
- (c) it, and if applicable, each person for whose account it is purchasing the Units satisfies one or more of the categories of "accredited investor" indicated below (**the Purchaser must initial the appropriate line(s)**):

- _____ Category 1. A bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity;
- _____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity;
- _____ Category 3. A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934;
- _____ Category 4. An insurance company as defined in Section 2(13) of the 1933 Act;
- _____ Category 5. An investment company registered under the United States Investment Company Act of 1940;
- _____ Category 6. A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940;
- _____ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958;
- _____ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S. \$5,000,000;
- _____ Category 9. An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 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 adviser, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors;

- _____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940;
- _____ Category 11. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000;
- _____ Category 12. Any director or executive officer of the Issuer;
- _____ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds U.S.\$1,000,000;
- _____ Category 14. A natural person who had an individual income in excess of U.S.\$200,000 in each of the two most recent years or joint income with that person's spouse 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;
- _____ Category 15. 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 the 1933 Act; or
- _____ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories;

- (d) it has not purchased the Units as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (e) it understands that if it decides to offer, sell or otherwise transfer the Units, it will not offer, sell or otherwise transfer any of such Units directly or indirectly, unless:
 - (i) the transfer is to the Issuer;
 - (ii) the transfer is made outside the United States in a transaction meeting the requirements of Rule 904 under the 1933 Act and in compliance with applicable local laws and regulations;
 - (iii) the transfer is made in compliance with the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder, if available, and in accordance with applicable state securities laws; or
 - (iv) the Units are transferred in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities; and

it has prior to such sale furnished to the Issuer an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to the Issuer;

- (f) it understands that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the 1933 Act or applicable U.S. state laws and regulations, the certificates representing the common shares and any shares issued upon exercise of the Warrants will bear a legend in substantially the following form:

“The securities represented hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the “1933 Act”). These securities may be offered, sold, pledged or otherwise transferred only (a) to the company, (b) outside the United States in compliance with Rule 904 under the 1933 Act, (c) in compliance with the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder, if available, and in accordance with applicable State securities laws, or (d) in a transaction that does not require registration under the 1933 Act or any applicable State laws, and the holder has, prior to such sale, furnished to the company an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to the company. Delivery of this certificate may not constitute “good delivery” in settlement of transactions on stock exchanges in Canada. If the securities are being sold at any time the Company is a “foreign issuer” as defined in Rule 902 under the 1933 Act, a new certificate, bearing no legend, the delivery of which will constitute “good delivery” may be obtained from the company’s transfer agent upon delivery of this certificate and a duly executed declaration, in form satisfactory to the company and the company’s transfer agent to the effect that the sale of the securities is being made in compliance with Rule 904 under the 1933 Act.”

provided, that if securities are being sold under clause (b) in the legend above, at a time when the Issuer is a “foreign issuer” as defined in Rule 902 under the 1933 Act, the legend set forth above may be removed by providing a declaration in the form attached as Schedule “E1” below to the subscription agreement of which this Schedule “E” forms a part, or in such form as the Issuer may from time to time prescribe to the Issuer’s transfer agent, to the effect that the sale of the securities is being made in compliance with Rule 904 under the 1933 Act;

- (g) if any of the securities are being sold pursuant to Rule 144 of the 1933 Act, the legend may be removed by delivery to the Issuer’s transfer agent of an opinion satisfactory to the Issuer to the effect that the legend is no longer required under applicable requirements of the 1933 Act or state securities laws;
- (h) it has had the opportunity to ask questions of and receive answers from the Issuer regarding the investment, and has received all the information regarding the Issuer that it has requested;
- (i) it understands that the Issuer may instruct its registrar and transfer agent not to record any transfer of Units without first being notified by the Issuer that it is satisfied that such transfer is exempt from or not subject to the registration requirements of the 1933 Act and applicable state securities laws;
- (j) it consents to the Issuer making a notation on its records or giving instruction to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described herein;
- (k) it understands and acknowledges that the Issuer has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resale of the Units in the United States;
- (l) the office or other address of the Purchaser at which the Purchaser received and accepted the offer to purchase the Units is the address listed on the signature page of the Subscription Agreement; and
- (m) it acknowledges that the representations, warranties and covenants contained in this agreement are made by it with the intent that they may be relied upon by the Issuer in determining its eligibility or the eligibility of others on whose behalf it is contracting thereunder to purchase Units. It agrees that by accepting Units it shall be representing and warranting that the representations and warranties above are true as at the Closing with the same force and effect as if they had been made

by it at the Closing and that they shall survive the purchase by it of Units and shall continue in full force and effect notwithstanding any subsequent disposition by it of such securities.

The Purchaser undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Purchaser set forth herein which takes place prior to the Closing.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the ____ day of _____, 2013.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print or Type Name and Title of Person Signing

SCHEDULE "E1"

FORM OF DECLARATION FOR REMOVAL OF U.S. LEGEND

To: Registrar and Transfer Agent for the Common Shares of Valdor Technology International Inc. (the "Issuer")

The undersigned (a) acknowledges that the sale of the securities of the Issuer to which this declaration relates is being made in reliance on Rule 904 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 Issuer (as that term is defined in Rule 405 under the U.S. Securities Act), (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States or (B) the transaction was executed on or through the facilities of The Toronto Stock Exchange, or the TSX Venture Exchange and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of 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 defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not have a short position in the securities sold in reliance on Rule 904 under the U.S. Securities Act and does not intend to replace such securities with fungible unrestricted securities, and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by the United States Securities Act of 1933.

DATED: _____

By: _____

Name:

Title:

SCHEDULE “F”

CORPORATE PLACEE REGISTRATION FORM (FORM 4C)

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the “Placee”) need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:

(a) Name: _____

(b) Complete Address: _____

(c) Jurisdiction of Incorporation or Creation: _____

2. (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? _____

(b) Is the Placee carrying on business as a portfolio manager outside of Canada:
(Yes/No)? _____

3. If the answer to 2(b) above was “Yes”, the undersigned certifies that:

(a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client’s express consent to a transaction;

(b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a “portfolio manager” business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;

(c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;

(d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and

(e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

4. If the answer to 2(a). above was “No”, please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

- (a) **“Personal Information”** means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
 - (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____
on _____, 2013.

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature
appears above)

THIS IS NOT A PUBLIC DOCUMENT

SCHEDULE "G"

INTERNATIONAL JURISDICTION ACKNOWLEDGMENT AND CERTIFICATE

The Purchaser or the disclosed principal, as the case may be, hereby represents, warrants and certifies (by completing and signing this certificate below) on its own behalf or, if applicable on behalf of those for whom the Purchaser is contracting hereunder, to the Issuer and its counsel (which representations, warranties and certifications shall survive the Closing) and acknowledges that the Issuer and its counsel are relying thereon that the Purchaser, or, if applicable, its disclosed principal, is a resident of an International Jurisdiction and:

- (a) the Purchaser is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Subscription Agreement, if any;
- (b) the Purchaser is purchasing the Units pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Purchaser is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on an exemption;
- (c) the applicable securities laws do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
- (d) the delivery of this Subscription Agreement, the acceptance of it by the Issuer and the issuance of the Units to the Purchaser complies with all applicable laws of the Purchaser's jurisdiction of residence or domicile and all other applicable laws and will not cause the Issuer to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable laws.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 2013.

<p><i><u>If a Corporation, Partnership or Other Entity:</u></i></p> <hr/> <p>Name of Entity</p> <hr/> <p>Signature of Person Signing</p> <hr/> <p>Print or Type Name and Title of Person Signing</p>	<p><i><u>If an Individual:</u></i></p> <hr/> <p>Signature</p> <hr/> <p>Print or Type Name</p>
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