

EXHIBIT A
FORM OF U.S. PURCHASER'S LETTER

Great Pacific Gold Corp.
1020 – 800 West Pender St.
Vancouver, BC
V6C 2V6

and

Haywood Securities Inc., Canaccord Genuity Corp., Agentis Capital Markets (First Nations Financial Markets Limited Partnership) and Paradigm Capital Inc. (collectively, the “**Agents**”) and the U.S. broker-dealer affiliates of each of the Agents (the “**U.S. Affiliates**”)

Ladies and Gentlemen:

In connection with its agreement to purchase units (the “**Offered Units**”) of Great Pacific Gold Corp. (the “**Company**”), with each Offered Unit consisting of one common share in the capital of the Company (a “**Unit Share**”) and one-half of one common share purchase warrant (a whole common share purchase warrant, a “**Warrant**”) and each Warrant entitling the holder thereof to acquire an additional common share in the capital of the Company (a “**Warrant Share**”) and, together with the Offered Units, the Unit Shares and the Warrants, the “**Securities**”), the undersigned purchaser acknowledges, represents to and agrees with the Company, the Agents and their U.S. Affiliates, as follows (capitalized terms not defined herein are used as defined in the accompanying Private Placement Memorandum, in connection with the offering of the Securities (the “**Memorandum**”)):

- (a) it hereby irrevocably subscribes for and agrees to purchase from the Company those Offered Units set forth on the signature page hereof, and acknowledges that its subscription is subject to acceptance by the Company, in whole or in part;
- (b) it is authorized to consummate the purchase of the Offered Units;
- (c) it understands that the Securities have not been and will not be registered under the U.S. Securities Act and that the sale contemplated hereby is being made to Accredited Investors (as defined in subsection (d) below) in reliance on an exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D;
- (d) it is an “accredited investor” within the meaning of Rule 501(a) under the U.S. Securities Act (an “**Accredited Investor**”), has duly completed and executed Appendix I hereto and is acquiring the Securities for its own account and benefit or for the account and benefit of one or more investor accounts for which it is acting as fiduciary or agent with sole investment discretion thereover and each such investor account is an Accredited Investor, and not with a view to any resale, distribution or other disposition of the Securities in violation of United States federal or state securities laws;
- (e) it is not acquiring the Securities as part of any plan or scheme to evade the registration provisions of the U.S. Securities Act;
- (f) it is not an “affiliate” (as that term is defined in Rule 144 (“**Rule 144**”) under the U.S. Securities Act) of the Company and is not acting on behalf of any affiliate of the Company;
- (g) it is a resident of the jurisdiction set forth in its address on the signature page hereof;
- (h) it understands and acknowledges that the Securities will not be and have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, and are therefore “restricted securities” within the meaning of Rule 144, and that if in the future it decides to reoffer, resell, pledge or otherwise transfer the Securities, the same may be reoffered, resold, pledged or otherwise transferred, directly or indirectly, only (A) to the Company (though the Company is under no obligation to purchase any of the Securities), (B) pursuant to a registration statement that has been declared effective under the U.S. Securities Act, (C) 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 and regulations, (D) in a transaction exempt from registration under the U.S. Securities Act pursuant

to Rule 144 thereunder and in compliance with any applicable state securities laws of the United States, or (E) in a transaction that does not otherwise require registration under the U.S. Securities Act or any applicable United States state securities laws, and in the case of (D) and (E) it has furnished to the Company an opinion of counsel of recognized standing reasonably satisfactory to the Company to that effect;

- (i) it understands that all Securities sold to it will be in physically certificated form, and such certificates, and all certificates issued in exchange therefor or in substitution thereof, and will bear a legend substantially to the following effect:

THE SECURITIES REPRESENTED HEREBY [For the Warrants add: AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY APPLICABLE STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF GREAT PACIFIC GOLD CORP. (THE “CORPORATION”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT, (D) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (D) OR (E), AFTER PROVIDING A LEGAL OPINION SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

If the Securities are being sold in compliance with the requirements of Rule 904 of Regulation S, and if, at the time of sale, the Company was a “foreign issuer” and either (i) there was no substantial U.S. market interest in the class of securities being sold, or (ii) the distribution compliance period set forth in Rule 903(b)(2)(ii) has expired, the legend may be removed prior to such sale by providing declarations to Odyssey Trust Corporation, as transfer agent for the Securities, or any successor transfer agent therefor (the “Transfer Agent”) in the form attached as Appendix II to Exhibit A (or as the Company or Transfer Agent may otherwise prescribe from time to time to comply with changes in the U.S. Securities Act or the rules and regulations promulgated thereunder).

The Company shall use commercially reasonable efforts to cause the Transfer Agent to remove the foregoing legend within three (3) business days (excluding weekends and holidays) of receipt of the foregoing, as applicable;

- (j) the Warrants may not be exercised in the United States or by, or on behalf of, a U.S. person (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act) unless exemptions are available from the registration requirements of the U.S. Securities Act and any applicable state securities laws, and the holder of the Warrants (the “Warrantholder”) has furnished an opinion of counsel of recognized standing reasonably satisfactory to the Company to such effect, provided that a Warrantholder that is the original purchaser of the Offered Units will not be required to deliver an opinion of counsel in connection with its due exercise of the Warrants for its own account if the acknowledgements, representations, and agreements made by the Warrantholder hereunder remain true and correct, and the Warrantholder provides representations to the Company to such effect. In addition to the restrictive legend set forth in paragraph (i), the certificates representing the Warrants, and all certificates issued in exchange therefor or in substitution thereof, will bear a legend substantially to the following effect:

THE SECURITIES EVIDENCED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS. THESE WARRANTS MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON UNLESS THIS SECURITY AND THE COMMON SHARES ISSUABLE UPON EXERCISE OF THIS SECURITY HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATIONS UNDER THE U.S. SECURITIES ACT.

- (k) it acknowledges that it has received and carefully read a copy of the Memorandum and the Canadian Prospectus which forms a part of the Memorandum, including the documents incorporated by reference therein. It acknowledges that no representation or warranty is made by the Agents or their U.S. Affiliates as to the accuracy or completeness of the Memorandum or the Canadian Prospectus. It further acknowledges that none of the Company, the Agents or their U.S. Affiliates has made any representation or given any information to it with respect to the Company or the Offering other than the information contained in the Memorandum and the Canadian Prospectus. It has had access to such financial and other information concerning the Company and the Securities that it considered necessary in connection with its decision to invest in the Securities;
- (l) it acknowledges that it is not purchasing the Securities as a result of any “general solicitation” or “general advertising” within the meaning set forth in Rule 502(c) of Regulation D under the U.S. Securities Act including, without limitation, advertisements, articles, notices and other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over television, radio or the Internet or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (m) it consents to the Company making a notation on its records or giving instructions to the Transfer Agent in order to implement the restrictions on transfer set out and described herein or in the Memorandum;
- (n) it understands and acknowledges that the Company is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Securities in the United States;
- (o) it has: (1) either by itself or with its purchaser representatives such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of an investment in the Securities, and (2) the financial ability to bear the economic risk of an investment in the Securities without affecting its financial condition, including, without limitation, the ability to hold such Securities for an indefinite period of time and to withstand a complete loss of its investment;
- (p) it understands that the investment in or holding, acquiring or disposing of, as applicable, the Securities may have tax consequences under the laws of the United States and Canada and that it is the sole responsibility of the purchaser to determine and assess such tax consequences as may apply to its particular circumstances;
- (q) it has obtained its own independent tax, legal, accounting and other advice appropriate in connection with the purchase of the Securities;
- (r) it understands and acknowledges that, (i) if the Company 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 Securities, and (ii) the Company 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 from the registration requirements of the U.S. Securities Act) available for the resale of the Securities;
- (s) it acknowledges and consents to the fact that the Company, the Agents and their U.S. Affiliates are collecting its personal information for the purpose of fulfilling the Offering and to the fact that the Company, the Agents and their U.S. Affiliates may be required by applicable securities laws to provide the securities regulators or other authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) with any personal information provided by it pursuant to the Offering. Notwithstanding that it may be purchasing the Securities as agent on behalf of an undisclosed principal, it agrees to provide, on request, the particulars as to the identity of any such undisclosed principal as may be required by the Company, the Agents or their U.S. Affiliates in order to comply with the foregoing;
- (t) it represents and warrants that (a) the funds representing the purchase price for the Securities 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 of 2001 (the “**PATRIOT Act**”), and it acknowledges that the Company, the Agents and/or the U.S. Affiliates 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, and (b) no portion of the purchase 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 it shall promptly notify the Agents and/or the U.S. Affiliates and the Company if it discovers that any of such representations ceases to be true and provide the Agents and/or the U.S. Affiliates and the Company with appropriate information in connection therewith;

- (u) the Company, the Agents and their U.S. Affiliates shall be entitled to rely on delivery of a facsimile or electronic copy of this letter, and acceptance by the Company of a facsimile or electronic copy of this letter shall create a legal, valid and binding agreement among the undersigned, the Company, the Agents and their U.S. Affiliates in accordance with the terms hereof;
- (v) it acknowledges that the representations and warranties and agreements contained herein are made by it with the intent that they may be relied upon by the Company, the Agents, the U.S. Affiliates, and their respective legal counsel in determining its eligibility or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Securities; and
- (w) it irrevocably authorizes each of the Company, the Agents and their U.S. Affiliates to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or any regulatory inquiry with respect to the matters covered hereby.

The undersigned purchaser further agrees that by accepting the Offered Units it shall be representing and warranting that the foregoing representations and warranties are true as at the closing time with the same force and effect as if they had been made by it at the closing of the purchase and sale of the Offered Units and that they shall survive the purchase by it of the Offered Units and shall continue in full force and effect notwithstanding any subsequent disposition by it of the Offered Units.

You, your agents and affiliates of your agents are authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby; provided however that you shall give us prompt written notice of any such proposed production.

Number of Offered Units purchased: _____

Total purchase price: _____ CDN\$

Please register the Offered Units purchased as follows:

(Name)

(Account reference, if applicable)

(Address)

Dated: _____

(Name of Purchaser)

(Address)

By: _____

Name:

Title:

IMPORTANT: PLEASE COMPLETE APPENDIX I ON THE FOLLOWING PAGES

Appendix I to Exhibit A

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.

TO: GREAT PACIFIC GOLD CORP.

**AND TO: HAYWOOD SECURITIES INC.
CANACCORD GENUITY CORP.
AGENTIS CAPITAL MARKETS (FIRST NATIONS FINANCIAL MARKETS LIMITED PARTNERSHIP)
PARADIGM CAPITAL INC.
HAYWOOD SECURITIES (USA) INC.
(collectively, the “Agents”)**

In connection with the purchase of the Offered Units of the Company by the undersigned, as an integral part of the accompanying U.S. private placement memorandum dated March 27, 2026 (the “**Memorandum**”), the undersigned hereby represents and warrants to the Company and the Agents that the undersigned satisfies one or more of the following categories of Accredited Investor (**please initial on each line that applies**):

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
2. _____ 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
3. _____ A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or
4. _____ An investment adviser registered pursuant to Section 203 of the United States Investment Advisers Act of 1940 (the “**U.S. Advisers Act**”) or registered pursuant to the law of a U.S. state; or
5. _____ An investment adviser relying on an exemption from registration under Section 203(l) or (m) of the U.S. Advisers Act; or
6. _____ An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
7. _____ An investment company registered under the United States Investment Company Act of 1940; or
8. _____ A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940; or
9. _____ 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; or
10. _____ A Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; or
11. _____ 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 US\$5,000,000; or
12. _____ 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 US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors; or
13. _____ A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940; or
14. _____ 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 US\$5,000,000; or

15. _____ Any director or executive officer of the Company; or
16. _____ A natural person (including an Individual Retirement Account (“**IRA**”) owned by such person and a revocable trust which may be revoked or amended by its settlors (creators), each of whom is an “accredited investor” under this category) that has an individual net worth (or joint net worth together that person’s spouse or spousal equivalent) exceeds US\$1,000,00 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 closing of the Offering, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the closing of the Offering 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.)
17. _____ A natural person (including an IRA owned by such person and a revocable trust which may be revoked or amended by its settlors (creators), each of whom is an “accredited investor” under this category) who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person’s spouse or spousal equivalent in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- (**Note:** The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.)
18. _____ A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or
19. _____ Any entity in which all of the equity owners are Accredited Investors satisfying one or more of the other categories set forth herein (if this paragraph is initialed, the undersigned represents and warrants that it has verified all such equity owners’ status as an accredited investor, and it acknowledges and agrees that it may be required by the Company to provide evidence that all such equity owners are accredited investors); or
20. _____ An entity, of a type not listed herein, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of US \$5,000,000; or
21. _____ A natural person who holds one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65); or
22. _____ A “family office,” as defined in Rule 202(a)(11)(G)-1 under the U.S. Advisers Act: (i) with assets under management in excess of US \$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
23. _____ Any “family client,” as defined in rule 202(a)(11)(G)–1 under the U.S. Advisers Act, of a family office meeting the requirements in category 22 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (iii) of category 22.

Terms used herein but not otherwise defined have the meaning ascribed hereto in the accompanying Memorandum.

Dated: _____

Signed: _____

Print the Name of Purchaser

Print Name and Title of Authorized Signing Officer

Appendix II to Exhibit A

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: GREAT PACIFIC GOLD CORP. (the "Corporation")
ODYSSEY TRUST CORPORATION

The undersigned (a) acknowledges that the sale of _____ of the Corporation represented by certificate number _____ (the "Securities") to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("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 (i) an affiliate of the Corporation as that term is defined in the U.S. Securities Act, (ii) a "distributor" as defined in Regulation S, (iii) an affiliate of a distributor or (iv) acting on behalf of any of the persons set forth in (i), (ii) or (iii) above unless the undersigned is an affiliate of the Company or a distributor solely by virtue of being an officer or director of the Company or distributor, in which case the undersigned will not pay any selling concession, fee or other remuneration in connection with the offer and sale of the Securities other than the usual and customary broker's commission that would be received by a person executing such transaction as agent, (2) the offer of such Securities was not and will not knowingly be made to a person in the United States and either (A) at the time the buy order was or will be originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believes that the buyer was outside the United States, or (B) the transaction was or will be executed in, on or through the facilities of the TSX Venture Exchange or any other designated offshore securities market as defined in Regulation S and neither the seller nor any person acting on its behalf knows or will know 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 in any "directed selling efforts" (as defined in Regulation S) in the United States in connection with the offer and sale of the Securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the Securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities, (6) the sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act, (7) the undersigned will comply with all of the terms and conditions of Rule 904 of Regulation S in connection with the sale of the Securities; and (8) if the undersigned is unable to sell the Securities pursuant to Rule 904 of Regulation S or if the undersigned deals with the Securities in a manner other than pursuant to sale effected in compliance with the terms hereof, the undersigned will return the Securities or cause them to be returned to the Company's transfer agent for the re-imposition of the appropriate restrictive legends under applicable United States securities laws. The undersigned in making this Declaration acknowledges that the Company is relying on the contents hereof and hereby agrees to indemnify and hold harmless the Company and any of its employees, officers, directors, agents or representatives for any and all liability, losses, claims and demands in any way related to the untruth or failure of the undersigned to comply with the provisions of this Declaration.

Terms used herein have the meanings given to them by Regulation S.

DATED this ____ day of _____, 20__.

(Signature of Seller)

Name of Seller (please print)

Name of Authorized Signatory
(if not an individual)

Title of Authorized Signatory

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (b)(2)(B) above)

We have read the foregoing representations of our customer, _____ (the "Seller") dated _____, with regard to the sale or the proposed sale, for such Seller's account, of the _____ represented by certificate number _____ (the "Securities") of the Company described therein, and we hereby affirm that, to the best of our knowledge and belief, the facts set forth therein are full, true and correct and on behalf of ourselves, we certify, affirm and agree that (A) we have not and will not knowingly make any offers to sell the Securities to a person in the United States, (B) the sale of the Securities was or will be executed on or through the facilities of the TSX Venture Exchange or other "designated offshore securities market", (C) neither we, nor any person acting on our behalf, has engaged or will engage in any "directed selling efforts" (as defined in Regulation S) in connection with the offer and sale of such Securities, (D) if the Seller is an "affiliate" (as defined in Rule 405 of the U.S. Securities Act) of the Company or a "distributor" solely by virtue of being a director or officer of the Company or such "distributor", we will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent, and (E) we will maintain custody of the Securities and, if the Seller directs us to deliver out the Securities other than pursuant to a sale in accordance with the terms and conditions of Rule 904 of Regulation S, we will use commercially reasonable efforts to have or cause the Securities to first be returned to the Company's transfer agent for re-imposition of the appropriate U.S. restrictive legends.

DATED this ____ day of _____, 20__.

(Name of Broker)

By: _____

Name:

Title: