



INVESTOR QUESTIONNAIRE

By completing this investor questionnaire (“**Questionnaire**”), you are (i) deemed to be certifying the truth and accuracy of the information you have provided herein to Telescope Innovations Corp. (the “**Company**” or “**Telescope**”), (ii) making certain acknowledgements, covenants, representations and warranties to the Company, as the date of closing of the Offering (as defined below), and (iii) consenting to the collection, use and disclosure of the Subscriber’s (as defined below) personal information.

Reference is made to the “Offering Document under the Listed Issuer Financing Exemption” of the Company dated February 4, 2025 (the “**Offering Document**”). Capitalized terms used in this Questionnaire, and not otherwise defined, shall have the meanings ascribed to such terms in the Offering Document. The Offering Document can be accessed on SEDAR+ (www.sedarplus.ca) under the issuer profile for the Company and on the corporate website for the Company (<https://telescopeinnovations.com>). **Prospective investors should read the Offering Document before making an investment decision.**

Issuer:	Telescope Innovations Corp.
Offered Security:	Units of the Company (each, a “ Unit ”) comprised of one common share of the Company (each, a “ Common Share ”) and one Common Share purchase warrant (each, a “ Warrant ”), at a price of \$0.40 per Unit (the “ Offering ”). Each Warrant will be transferable and shall entitle the holder thereof to acquire one Common Share (each, a “ Warrant Share ”) at a price of \$0.75 for a period of 36 months following the closing date of the Offering, subject to accelerated expiry upon the closing price of the Common Shares on the CSE (as defined below) exceeding \$1.25 or more for the preceding sixty (60) consecutive trading days, as further set out in the Offering Document.
Offering Amount	Up to 7,500,000 Units for gross proceeds of up to \$3,000,000
Stock Exchange:	The Common Shares are listed on the Canadian Securities Exchange (“ CSE ”) under the trading symbol “ TELI ”

PLEASE COMPLETE AND DELIVER THE BELOW QUESTIONNAIRE AND RETURN BY REPLY EMAIL TO THE FOLLOWING ADDRESS:

TELESCOPE INNOVATIONS CORP.
 c/o 885 West Georgia Street, Suite 2200
 Vancouver, British Columbia, V6C 3E8
 Attention: Sam Cole
 Email: scole@cassels.com

***See defined terms below
 Check appropriate blue box with “X”**

	<i>Instructions</i>	<i>Subscriber Details</i>
Name of Individual Completing this Form	<i>Insert the name of the individual completing this form on behalf of the beneficial subscriber and date</i>	Name of Individual Completing this Form: Date:
Subscriber Name	<i>Insert name of beneficial Subscriber (including full legal name if not an individual)</i>	

Address	<i>Insert address of Subscriber (city, province/state, postal/zip code, country)</i>				
Telephone number	<i>Insert telephone number of Subscriber</i>				
Registration Name and Address	<i>Insert full Registration Name and Address</i>				
Email	<i>Insert delivery email of Subscriber</i>				
Subscription Amount	<i>Insert dollar amount</i>				
No. of Units ("Purchased Securities")	<i>Insert number of units</i>				
Insider*		<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
Registrant*		<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
Current Holdings in the Issuer	<i>Include all securities (number or principal amount) of the Company beneficially held or controlled or directed</i>				
U.S. Purchaser*	<i>U.S. Purchasers must complete additional certifications in Appendix "C" below</i>	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO

Defined Terms

"Insider" means (a) a director or senior officer of the Issuer (or a subsidiary of the Issuer), (b) any person who beneficially owns, directly or indirectly, voting securities of the Issuer or who exercises control or direction over voting securities of the Issuer or a combination of both carrying more than 10% of the voting rights attached to all voting securities of the Issuer for the time being outstanding, or (c) a director or senior officer of an Insider of the Issuer.

"Registrant" means a dealer, adviser, investment fund manager, or mutual fund manager, or a registered representative, advising representative, dealing representative, ultimate designated person or chief compliance officer of a dealer, adviser, investment fund manager, or mutual fund manager, as those terms are used in Canadian securities laws, or a person registered or otherwise required to be registered under Canadian securities laws.

"Subscriber" means the undersigned.

"Subscription Amount" the purchase price of the Units being purchased by the Subscriber.

"U.S. Person" means a "U.S. person" as such term is defined in Rule 902(k) of Regulation S as promulgated under the U.S. Securities Act.

"U.S. Purchaser" means (a) any Subscriber in the United States, (b) any person purchasing securities for the account or benefit of any person in the United States, (c) any person that receives or received an offer of the offered securities while in the United States (except persons excluded from the definition of **U.S. Person** pursuant to Rule 902(k)(2) of Regulation S under the U.S. Securities Act), and (d) any person that is in the United States at the time the Subscriber's buy order was made (except persons excluded from the definition of **U.S. Person** pursuant to Rule 902(k)(2) of Regulation S).

Wire Instructions

Payment of the subscription amount shall be made by the Subscriber by certified cheque, bank draft, or wire transfer (pursuant to the wire instruction set out below) in Canadian dollars payable to “**Telescope Innovations Corp.**”, or as the Company and the Subscriber may otherwise agree;

Bank Account Information:

Currency: CAD
Bank of Montreal
Address: 595 Burrard Street, Vancouver, B.C., V7X 1L7
Transit: 0004 (or use 00040 if a 5 digit # is required)
Institution Number: 001
CAD Account: 1733286
Swift Code: BOFMCAM2

Beneficiary Name:

Telescope Innovations Corp.
Suite 220, 887 Great Northern Way
Vancouver, British Columbia, V5T 4T5

US Dollar Account Information:

USD Account: 4579906

Correspondence Bank:

Wells Fargo Bank
Swift Code: 026005092
Swift Code: BOFMCAM2

References:

The following **MUST** be referenced on the wire instructions:

REMITTER's NAME

Subscriber Acknowledgements

By signing and delivering this Questionnaire, the Subscriber acknowledges that it has accessed and reviewed the Offering Document and the acknowledgements, covenants, representations and warranties of the Subscriber set out in Appendix A and B and C attached hereto.

The Subscriber agrees, without limitation, that Telescope Innovations Corp. may rely upon the accuracy of the information provided by the Subscriber in this Questionnaire, and confirms that the acknowledgements, covenants, representations and warranties of the Subscriber set out in Appendix A and C are true and accurate in respect of the Subscriber as at the date that this Questionnaire is signed and delivered to Telescope Innovations Corp.

Dated this ____ day of _____, 2025

Print name of Subscriber

Signature of Subscriber

If Subscriber is not an individual, print name and title of authorized signatory

APPENDIX A
ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES
OF THE SUBSCRIBER

Each Subscriber of the Units makes, and is deemed to make, the following acknowledgements, covenants, representations and warranties to the Company, as at the date hereof, and as of the closing date:

- (a) the Subscriber is resident in the jurisdiction disclosed to the Company and the Subscriber was solicited to purchase in such jurisdiction;
- (b) the subscription for the Units by the Subscriber does not contravene any of the applicable securities legislation in the jurisdiction in which the Subscriber resides and does not give rise to any obligation of the Company to:
 - (i) prepare and file a prospectus or similar document or to register the Units (or underlying securities) or to be registered with or to file any report or notice with any governmental or regulatory authority; or
 - (ii) be subject to any ongoing disclosure requirements under the securities legislation of such jurisdiction;
- (c) the Subscriber has relied only upon publicly available information relating to the Company and not upon any verbal or written representation as to fact, and the Subscriber acknowledges that the Company has not made any written representations, warranties or covenants in respect of such publicly available information except as set forth in this Offering Document. Without limiting the generality of the foregoing, except as may be provided herein, no person has made any written or oral representation to the Subscriber that any person will re-sell or re-purchase the Units or refund any of the purchase price of the Units, and no person has given any undertaking to the Subscriber relating to the future value or price of the Units;
- (d) legal counsel retained by the Company is acting as counsel to the Company and not as counsel to the Subscriber and the Subscriber may not rely upon such counsel. The Subscriber should obtain independent legal and tax advice as it considers appropriate in connection with the performance of this Offering Document and the transactions contemplated under this Offering Document, and that the Subscriber is not relying on legal or tax advice provided by the Company or its counsel;
- (e) the Subscriber acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Offering;
 - (ii) there is no government or other insurance covering the Offering; and
 - (iii) there are risks associated with the purchase of the Offering;
- (f) the Company is relying on an exemption from the requirement to provide the Subscriber with a prospectus under applicable securities laws and, as a consequence of acquiring the Units pursuant to this exemption, the Subscriber may not receive information that would otherwise be required to be given under applicable securities laws;
- (g) the Subscriber either (A) is not an “insider” of the Company or a “registrant” (each as defined under applicable securities laws of British Columbia) or (B) has identified itself to the Company as either an “insider” or a “registrant” (each as defined under applicable securities laws of British Columbia);
- (h) if the Subscriber is:
 - (i) a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to subscribe for the Units pursuant to the terms set out in this Offering Document;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to subscribe for the Units pursuant to the terms set out in this Offering Document and has obtained all necessary approvals in respect thereof; or

- (iii) an individual, the Subscriber is of the full age of majority and is legally competent to subscribe for the Units pursuant to the terms set out in this Offering Document;
- (i) the subscription for the Units and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, bylaws or resolutions of the Subscriber if the Subscriber is not an individual, the applicable securities laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber;
- (j) the Subscriber is not purchasing the Units with knowledge of any material fact or material change about the Company that has not been generally disclosed and the decision of the Subscriber to acquire Units has not been made as a result of any oral or written representation as to fact or otherwise made by, or on behalf of, the Company or any other person and is based entirely upon the Offering Document;
- (k) unless the Subscriber has separately delivered to the Company a U.S. Representation Letter and/or a qualified institutional buyer letter (in which case the Subscriber makes the representations, warranties and covenants set forth therein), the Subscriber: (i) is not in the United States, its territories or possessions, any State of the United States or the District of Columbia (collectively, the **"United States"**); (ii) was outside of the United States at the time the buy order for the Units was originated; (iii) is not subscribing for the Units for the account of a person in the United States; (iv) is not subscribing for the Units for resale in the United States; and (v) was not offered the Units in the United States;
- (l) the Subscriber is aware that the Units have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the **"U.S. Securities Act"**) or the securities laws of any state of the United States and that the Units may not be offered, sold or otherwise disposed of, directly or indirectly, in the United States, any state or territory of the United States or the District of Columbia, without registration under the U.S. Securities Act and all applicable state securities laws or compliance with the requirements of an exemption from such registration and it acknowledges that the Company has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the sale or resale of the Units;
- (m) the funds representing the aggregate subscription funds which will be advanced by the Subscriber to the Company hereunder, as applicable, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the **"PCMLTFA"**) or for the purposes of the *United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act*, as may be amended from time to time (the **"PATRIOT Act"**) and the Subscriber acknowledges that the Company may in the future be required by law to disclose the Subscriber's name and other information relating to the Subscriber's subscription of the Units, on a confidential basis, pursuant to PCMLTFA and the PATRIOT Act, and that, to the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States or any other jurisdiction; or (B) are being tendered on behalf of a person who has not been identified to the Subscriber; and (ii) it will promptly notify the Company if the Subscriber discovers that any of such representations ceases to be true, and to provide the Company with appropriate information in connection therewith;
- (n) neither the Company, nor any of its directors, employees, officers, affiliates or agents, has made any written or oral representations to the Subscriber: (i) that any person will resell or repurchase the Units; (ii) that any person will refund all or any part of the purchase price of the Units acquired by the Subscriber; or (iii) as to the future price or value of the Units;
- (o) if required by applicable securities laws or the Company, the Subscriber will execute, deliver and file or assist the Company in filing such reports, undertakings and other documents with respect to the issue and/or sale of the Units as may be required by any securities commission, stock exchange or other regulatory authority;
- (p) the Subscriber has obtained all necessary consents and authorities to enable it to agree to subscribe for the Units pursuant to the terms set out in this Offering Document and the Subscriber has otherwise observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in any territory in connection with the purchase of the Units and the Subscriber has not taken any action which will or may result in the Company acting in breach of any regulatory or legal requirements of any territory in connection with the Offering or the Subscriber's subscription;

- (q) the Subscriber is purchasing the Units for investment purposes only and not with a view to resale or distribution; and
- (r) the Subscriber acknowledges that certain fees and commissions may be payable by the Company in connection with the Offering.

APPENDIX B INDIRECT COLLECTION OF PERSONAL INFORMATION

By purchasing the Units, the Subscriber acknowledges that the Company and its agents and advisers may each collect, use and disclose the Subscriber's name and other specified personally identifiable information (including his, her or its name, jurisdiction of residence, address, telephone number, email address and aggregate value of the Units that it has purchased) (the "Information"), for purposes of (i) meeting legal, regulatory, stock exchange and audit requirements and as otherwise permitted or required by law or regulation, and (ii) issuing ownership statements issued under a direct registration system or other electronic book-entry system, or certificates that may be issued, as applicable, representing the Units to be issued to the Subscriber. The Information may also be disclosed by the Company to: (i) stock exchanges, (ii) revenue or taxing authorities and (iii) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. The Subscriber is deemed to be consenting to the disclosure of the Information.

By purchasing the Units the Subscriber acknowledges (i) that Information concerning the Subscriber will be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws and the Subscriber consents to the disclosure of the Information; (ii) the Information is being collected indirectly by the applicable Canadian securities regulatory authorities under the authority granted to them in securities legislation; and (iii) the Information is being collected for the purposes of the administration and enforcement of the applicable Canadian securities legislation; and by purchasing the Units, the Subscriber shall be deemed to have authorized such indirect collection of personal information by the relevant Canadian securities regulatory authorities.

The Subscriber may contact the following public official in the applicable province with respect to questions about the commission's indirect collection of such Information at the following address, telephone number and email address (if any):

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: 403-297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: 403-297-2082
Public official contact regarding indirect collection of information: FOIP Coordinator

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: 604-899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: 604-899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection of information: FOI Inquiries

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: 204-945-2561
Toll free in Manitoba: 1-800-655-5244
Facsimile: 204-945-0330
Public official contact regarding indirect collection of information: Director

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

Facsimile: 506-658-3059 Public official contact regarding indirect collection of information: Chief Executive
Email: info@fcnb.ca
Officer and Privacy Officer Government of Newfoundland and Labrador Financial Services Regulation Division
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: 709-729-4189
Facsimile: 709-729-6187
Public official contact regarding indirect collection of information: Superintendent of Securities

Nova Scotia Securities Commission
Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: 902-424-7768
Facsimile: 902-424-4625
Public official contact regarding indirect collection of information: Executive Director

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: 416-593-8314
Toll free in Canada: 1-877-785-1555
Facsimile: 416-593-8122

Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office
95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: 902-368-4569
Facsimile: 902-368-5283
Public official contact regarding indirect collection of information: Superintendent of Securities

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: 306-787-5842
Facsimile: 306-787-5899
Public official contact regarding indirect collection of information: Director

Autorité des Marchés Financiers
800, Square Victoria, 22^e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: 514 395-0337 or 1 877 525-0337
Facsimile: 514 864-6381
Public official contact regarding indirect collection of information: Secrétaire Général

APPENDIX C
U.S. ACCREDITED INVESTOR STATUS CERTIFICATE

TO BE COMPLETED BY U.S. SUBSCRIBERS

TO: TELESCOPE INNOVATIONS CORP. (the “Company”)

All capitalized terms used herein, unless otherwise defined, have the meanings ascribed thereto in the Investor Questionnaire entered into between the subscriber (the “Subscriber”) and the Company (the “Questionnaire”).

In addition to the covenants, representations and warranties contained in the Questionnaire, the undersigned Subscriber covenants, represents, warrants and certifies to the Company that the Subscriber:

- (a) is a “U.S. Person” (as that term is defined in Regulation S under the United States *Securities Act of 1933*, as amended (the “**U.S. Securities Act**”), or is not a U.S. Person but is a person within the “United States” (as that term is defined in Regulation S under the U.S. Securities Act) or was offered Purchased Securities, or executed or delivered the Questionnaire, in the United States, or was in the United States at the time the Subscriber’s buy order originated, or is purchasing the Purchased Securities for the account of or benefit of a U.S. Person or a person in the United States or is otherwise subject to the securities laws of the United States;
- (b) understands that the Purchased Securities and the underlying Common Shares have not been and will not be registered under the U.S. Securities Act or under the securities laws of any state of the United States, and that the sale contemplated hereunder is being made in reliance on a private placement exemption pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) thereof;
- (c) is purchasing the Purchased Securities as principal for its own account, for investment purposes, and not with a view to any resale, distribution or other disposition of the Purchased Securities in any transaction that would be in violation of the securities laws of the United States or any state thereof, subject, nevertheless, to the disposition of its property being at all times within its control;
- (d) is an “accredited investor”, as defined in Rule 501(a) of Regulation D under the U.S. Securities Act, and satisfies one or more of the categories indicated below (**please initial the appropriate line or lines**):

_____ Category 1. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a Company, a Massachusetts or similar business trust, or a partnership, or limited liability company, not formed for the specific purpose of acquiring the Purchased Shares, with total assets in excess of US\$5,000,000;

_____ Category 2. A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of purchase exceeds US\$1,000,000; provided, however, that (i) the person’s primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

_____ Category 3. A natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person’s spouse 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;

_____ Category 4. A “bank” as defined under Section (3)(a)(2) of the U.S. Securities Act or savings and loan association or other institution as defined in Section (3)(a)(5)(A) of the U.S. Securities Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934*; an insurance company as defined in Section 2(13) of the U.S. Securities Act; an investment company registered under the *Investment Company Act of 1940* or a business development company as defined in Section 2(a)(48) of such act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the *Small Business Investment Act of 1958*; a plan with total assets in excess of US\$5,000,000 established and maintained by a state, a political subdivision thereof,

or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the *Employee Retirement Income Security Act* of 1974 whose investment decisions 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 if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors;

- _____ Category 5. A private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act* of 1940;
 - _____ Category 6. A director or executive officer of the Company;
 - _____ Category 7. A trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Purchased Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act;
 - _____ Category 8. A rural business investment company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
 - _____ Category 9. An entity of a type not listed in Categories 1, 4, 5 or 7 above, owning investments in excess of US\$5,000,000 that is not formed for the specific purpose of acquiring the securities being offered;
 - _____ Category 10. A natural person that 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);
 - _____ Category 11. An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state, or an investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act of 1940;
 - _____ Category 12. A "family office," as defined in Rule 202(a)(11)(G)-1 under the United States Investment Advisers Act of 1940: (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;
 - _____ Category 13. A "family client," as defined in Rule 202(a)(11)(G)-1 under the United States Investment Advisers Act of 1940, of a family office meeting the requirements in Category 12 above and whose prospective investment in the issuer is directed by such family office pursuant to (iii) of Category 12 above; or
 - _____ Category 14. An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories.
- (e) acknowledges that the Subscriber has not purchased the Purchased Securities as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine, on the internet or similar media (including any press release of the Company) or broadcast over the internet, radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (f) understands that the Purchased Securities and the Underlying Shares will not be registered under the U.S. Securities Act or applicable securities laws of any state of the United States and are "restricted securities" as that term is defined in Rule 144 under such Act and agrees that if the Subscriber decides to offer, sell or otherwise transfer any of the Purchased Securities or the Underlying Shares, the Subscriber will not offer, sell or otherwise transfer any Purchased Securities or Underlying Shares directly or indirectly, unless:
- (A) the sale is to the Company;
 - (B) the sale is made outside the United States in a transaction meeting the requirements of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations; or

- (C) upon the Company receiving an opinion of counsel for the holder (or such other evidence as may be satisfactory to the Company) demonstrating that such sale, transfer, assignment or hypothecation is in compliance with Section 4(a)(7) under the U.S. Securities Act or with Rules 144 or 144A thereunder and with applicable state securities laws.
- (g) understands and agrees that the Purchased Securities and the underlying Common Shares may not be sold or otherwise transferred to, or exercised in the United States or by or on behalf of a U.S. Person or person in the United States unless such securities are registered under the U.S. Securities Act and any applicable securities laws of any state of the United States or unless an exemption from such registration requirements is available;
- (h) acknowledges that the Subscriber has not purchased the Purchased Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Purchased Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Purchased Securities or the securities comprising the Purchased Shares;
- (i) understands and acknowledges that (1) the Purchased Securities and the underlying Common Shares are transferable only by operation of applicable law, and (2) upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable securities laws and regulations of any state of the United States, any certificates representing the securities comprising the Purchased Securities 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 “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY OR (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS OR (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE COMPANY MUST FIRST BE PROVIDED TO THE COMPANY TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

provided, if the Purchased Securities and the underlying Common Shares are being sold in accordance with Rule 904 of Regulation S, the legend may be removed by providing a declaration to the Company, or the Company’s registrar and transfer agent, as applicable, in the form attached as Appendix “I” to this U.S. Accredited Investor Status Certificate (or such other form as the Company may prescribe from time to time), together with any other evidence, which may include an opinion of counsel of recognized standing reasonably satisfactory to the Company, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act, provided further, if any Purchased Shares or securities comprising the Purchased Securities and the underlying Common Shares are being sold under Rule 144 under the U.S. Securities Act, the legend may be removed by delivering to the Company or the Company’s registrar and transfer agent, as applicable, an opinion of counsel of recognized standing reasonably satisfactory to the Company or the Company’s registrar and transfer agent, as applicable, that the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable securities laws of any state of the United States;

- (m) The Subscriber acknowledges that the Warrants and the underlying Common Shares have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, the Warrants may not be exercised, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person or person in the United States except pursuant to registration under the U.S. Securities Act and the applicable securities laws of any state of the United States or available exemptions therefrom, and the Warrant certificates or ownership statements (including any confirmation under the Direct Registration System (DRS) maintained by the Company’s transfer agent and/or warrant agent) representing the Warrants will bear a legend (or notation) in substantially the following form:

“THESE WARRANTS MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE COMMON SHARES ISSUABLE UPON EXERCISE OF THESE WARRANTS HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE

SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."

- (n) 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 re-sales of the Purchased Securities or underlying Common Shares;
- (o) understands and acknowledges that the financial statements of the Company may be prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;
- (p) understands that 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 re-sales of the Purchased Securities or underlying Common Shares 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) available for re-sales of the Purchased Securities or the underlying Common Shares;
- (q) acknowledges that it has been independently advised as to, or acknowledges that it is aware, and understands that the acquisition, holding and disposition of the Purchased Securities or underlying Common Shares, may have tax consequences under the laws of both the United States and Canada, confirms that no representation has been made to it by or on behalf of the Company with respect thereto, and acknowledges and understands that it is its sole responsibility to determine and assess such tax consequences as may apply to its particular circumstances;
- (r) understands and acknowledges that the Company has the right not to record a transfer by any person of securities in the United States unless it is satisfied that such transfer is exempt from or not subject to registration under the U.S. Securities Act and any applicable securities laws of any state of the United States, and to instruct the registrar and transfer agent, if applicable, for the securities, not to record a transfer by any person without first being notified by the Company that it is satisfied that such transfer is exempt from or not subject to registration under the U.S. Securities Act and any applicable state securities laws;
- (s) is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that the Company is organized under the federal laws of Canada; (ii) some or all of the Company's directors and officers may be residents of countries other than the United States; and (iii) some portion of the assets of the Company and such persons may be located outside the United States;
- (t) notwithstanding anything to the contrary in this Questionnaire, the Subscriber (i) acknowledges that as a result of purchasing the Purchased Securities from the Company in reliance on the exemption from registration requirements available pursuant to Section 4(a)(2) of the U.S. Securities Act, there can be no continuing assurance that the Purchased Securities or the Underlying Shares will be accepted for deposit by brokers in the United States or be capable of being cleared through a United States securities clearing firm for the purposes of reselling such securities, and (ii) in such events there exists the risk that the Purchased Securities and the underlying Common Shares may be illiquid and restricted indefinitely;
- (u) the office or other address of the undersigned at which the undersigned received and accepted the offer to purchase the Purchased Shares is the address listed as the "Purchaser's Address" in the Questionnaire; and
- (v) certifies that, if the Subscriber is an entity or organization, the Subscriber was not formed for the specific purpose of acquiring the Purchased Shares.

The Subscriber acknowledges that the representations, warranties and covenants made by the Subscriber in this U.S. Accredited Investor Status Certificate are made with the intent that they may be relied upon by the Company and its respective counsel to, among other things, determine the Subscriber's eligibility to purchase the Purchased Securities, including without limitation the availability of an exemption from the registration requirements of the U.S. Securities Act and all applicable securities laws of any state of the United States in connection with the issuance of the Purchased Securities to the Subscriber. The Subscriber further covenants that by accepting the Purchased Securities, the Subscriber will be representing and warranting that such representations and warranties are true as at the Closing Date with the same force and effect as if they had been made by the Subscriber at the Closing Date. The Subscriber undertakes to immediately notify the Company of any change in any statement or other information relating to the Subscriber set forth herein that takes place prior to the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed this U.S. Accredited Investor Status Certificate as of the _____ day of _____, 2025.

If an Individual:

Print or Type Name

Signature

**APPENDIX "I" TO
U.S. ACCREDITED INVESTOR STATUS CERTIFICATE
FORM OF DECLARATION FOR REMOVAL OF LEGEND**

TO: **Telescope Innovations Corp.** (the "Company")

AND TO: **Odyssey Trust Company**

The undersigned (A) acknowledges that the sale of the securities of the Company represented by certificate number _____ to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the seller is not (a) an "affiliate" (as that term is defined in Rule 405 under the U.S. Securities Act) of the Company, (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (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 believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" 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 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 intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated 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. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

X _____
Authorized signatory

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Title of authorized signatory (**please print**)

Affirmation By Seller's Broker-Dealer (required for sales in accordance with Section (B)(2)(b) above)

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

Name of Firm

By: _____

Date: _____