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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **November 27, 2018**

**ICOX INNOVATIONS INC.**

(Exact name of registrant as specified in its charter)

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**Nevada**

(State or other jurisdiction  
of incorporation)

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**000-55049**

(Commission  
File Number)

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**27-3098487**

(IRS Employer  
Identification No.)

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**4101 Redwood Ave., Building F, Los Angeles, CA 90066**

(Address of principal executive offices and Zip Code)

Registrant's telephone number, including area code: **424.570.9446**

**Not applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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### **Item 1.01 Entry into a Material Definitive Agreement.**

The information provided under Item 3.02 is responsive to the information required by this Item 1.01.

### **Item 3.02 Unregistered Sales of Equity Securities.**

On November 27, 2018, we completed a private placement of an aggregate of 674,950 shares of common stock at a price of US\$1.00 per share for aggregate gross proceeds of US\$674,950. In connection with the closing of the private placement, we paid cash commissions in the aggregate amount of US\$10,000.

Of the 674,950 shares we issued: (i) 200,000 shares were issued pursuant to the exemption from registration under the *Securities Act of 1933*, as amended provided by Section 4(a)(2) and/or Rule 506 of Regulation D promulgated under the *Securities Act of 1933*, as amended to 1 investor who is an “accredited investor” within the meaning ascribed to that term in Regulation D promulgated under the *Securities Act of 1933*, as amended; and (ii) 474,950 shares were issued to 17 non-U.S. persons (as that term is defined in Regulation S of the *Securities Act of 1933*, as amended) in an offshore transaction relying on Regulation S and/or Section 4(a)(2) of the *Securities Act of 1933*, as amended.

1373024 Alberta Inc., a company wholly-owned by Cameron Chell, our chairman and director, subscribed for 200,000 shares of our common stock in the private placement.

### **Disclosure Required by MI 61-101**

1373024 Alberta Inc. ( “**1373024 Alberta**” ), a company wholly-owned by Cameron Chell, our chairman and director, participated in the private placement and subscribed for 200,000 shares of our common stock, which constituted a “related party transaction” within the meaning of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* ( “**MI 61-101**” ).

The following supplementary information is provided in accordance with Section 5.2 of MI 61-101.

*(a) a description of the transaction and its material terms:*

We entered into a subscription agreement with 1373024 Alberta, whereby 1373024 Alberta agreed to purchase 200,000 shares of our common stock at a price of US\$1.00 per share for proceeds of US\$200,000. Cameron Chell, the chairman and a director of our company, wholly owns 1373024 Alberta.

*(b) the purpose and business reasons for the transaction:*

Proceeds of the private placement are expected to be used for working capital and general corporate purposes.

*(c) the anticipated effect of the transaction on the issuer’s business and affairs:*

See item (b).

*(d) a description of:*

*(i) the interest in the transaction of every interested party and of the related parties and associated entities of the interested parties:*

See item (a).

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(ii) the anticipated effect of the transaction on the percentage of securities of the issuer, or of an affiliated entity of the issuer, beneficially owned or controlled by each person or company referred to in subparagraph (i) for which there would be a material change in that percentage:

The following table sets out the effect of the private placement (the “Offering”) on the percentage of securities of our company beneficially owned or controlled by Mr. Chell:

Name and Position	Dollar Amount of Shares Purchased	Number of Shares Purchased	No. of Shares Held prior to Closing of the Offering	Percentage of Issued and Outstanding Shares prior to Closing of the Offering	No. of Shares Held After Closing of the Offering	Percentage of Issued and Outstanding Shares After Closing of the Offering
Cameron Chell Chairman and Director	US\$200,000	200,000 Shares <sup>(1)</sup>	Undiluted: 2,000,000 <sup>(2)</sup>	Undiluted: 9.6% <sup>(4)</sup>	Undiluted: 2,200,000 <sup>(6)</sup>	Undiluted: 10.2% <sup>(8)</sup>
			Diluted: 2,400,000 <sup>(3)</sup>	Diluted: 11.3% <sup>(5)</sup>	Diluted: 2,600,000 <sup>(7)</sup>	Diluted: 11.8% <sup>(9)</sup>

\*Less than one percent

- (1) These shares are held indirectly by 1373024 Alberta.
- (2) These shares are held indirectly by Blockchain Fund GP Inc. (“Blockchain”), a company which Mr. Chell has the sole power to vote or direct the vote, and to dispose or direct the disposition of the shares.
- (3) Comprised of: (i) 2,000,000 shares held indirectly by Blockchain and (ii) 400,000 options held directly, each of which is exercisable into one share at an exercise price of US\$0.10 until October 15, 2027.
- (4) Based on 20,874,524 shares outstanding prior to the completion of the Offering.
- (5) Based on 21,274,524 shares comprised of: (i) 20,874,524 shares outstanding prior to the completion of the Offering and (ii) 400,000 shares that may be issuable on exercise of options held by Mr. Chell.
- (6) Comprised of: (i) 2,000,000 shares held indirectly by Blockchain and (ii) 200,000 shares held indirectly by 1373024 Alberta.
- (7) Comprised of: (i) 2,000,000 shares held indirectly by Blockchain, (ii) 200,000 shares held indirectly by 1373024 Alberta and (iii) all of the convertible securities of our company set out in footnote (3) above.
- (8) Based on 21,549,474 shares outstanding after the completion of the Offering.
- (9) Based on 21,949,474 shares comprised of: (i) 21,549,474 shares outstanding after the completion of the Offering and (ii) 400,000 shares that may be issuable on exercise of options held by Mr. Chell.

(e) unless this information will be included in another disclosure document for the transaction, a discussion of the review and approval process adopted by the board of directors and the special committee, if any, of the issuer for the transaction, including a discussion of any materially contrary view or abstention by a director and any material disagreement between the board and the special committee:

Mr. Chell abstained on the resolution of the board of directors approving the Offering with respect to share subscription by 1373024 Alberta. A special committee was not established in connection with the approval of the Offering, and no materially contrary view or abstention was expressed or made by any director.

(f) a summary in accordance with section 6.5 of MI 61-101, of the formal valuation, if any, obtained for the transaction, unless the formal valuation is included in its entirety in the material change report or will be included in its entirety in another disclosure document for the transaction:

Not applicable.

(g) disclosure, in accordance with section 6.8 of MI 61-101, of every prior valuation in respect of the issuer that related to the subject matter of or is otherwise relevant to the transaction:

*(i) that has been made in the 24 months before the date of the material change report:*

Not applicable.

*(ii) the existence of which is known, after reasonable enquiry, to the issuer or to any director or officer of the issuer:*

Not applicable.

*(h) the general nature and material terms of any agreement entered into by the issuer, or a related party of the issuer, with an interested party or a joint actor with an interested party, in connection with the transaction:*

See item (a).

*(i) disclosure of the formal valuation and minority approval exemptions, if any, on which the issuer is relying under sections 5.5 and 5.7 of MI 61-101 respectively, and the facts supporting reliance on the exemptions:*

The issuance of 200,000 shares to 1373024 Alberta was exempt from the valuation requirement of MI 61-101 by virtue of the exemptions contained in (i) Section 5.5(a) of MI 61-101 in that the fair market value of the shares subscribed by 1373024 Alberta did not exceed 25% of our company's market capitalization and (ii) section 5.5(b) of MI 61-101 as shares of our common stock are not listed on a specified market and from the minority shareholder approval requirements of MI 61-101 by virtue of the exemption contained in section 5.7(a) of MI 61-101 in that the fair market value of the shares subscribed by 1373024 Alberta did not exceed 25% of our company's market capitalization.

As this current report on Form 8-K is being filed less than 21 days before the closing of the Offering, there is a requirement under MI 61-101 to explain why the shorter period was reasonable or necessary in the circumstances. In the view of our company, it was necessary to immediately close the Offering and therefore, such shorter period was reasonable and necessary in the circumstances to improve our company's financial position.

#### **Item 9.01 Financial Statements and Exhibits.**

10.1 [Form of Private Placement Subscription Agreement](#)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ICOX INNOVATIONS INC.**

*/s/ Bruce Elliott*

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Bruce Elliott  
President

November 29, 2018

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ICOX INNOVATIONS INC.  
(the “ Issuer ”)

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT  
(SHARES)

INSTRUCTIONS TO SUBSCRIBER

1. You must complete all the information in the boxes on page 2 and sign where indicated with an “ X ”.
  2. You must complete and sign Exhibit A “Canadian Investor Questionnaire” that starts on page 15. The purpose of this form is to determine whether you meet the standards for participation in a private placement under applicable Canadian securities laws. In order for the Issuer to satisfy its obligations under applicable Canadian securities laws, you may be required to provide additional evidence to verify the information you have provided in Exhibit B.
  3. If you are a “U.S. Purchaser”, as defined in Exhibit C, and you are a current security holder of the Issuer or have a substantive pre-existing relationship with the Issuer you must complete and sign BOTH Exhibit A “Canadian Investor Questionnaire” that starts on page 16 AND Exhibit B “United States Accredited Investor Questionnaire” that starts on page 29.
  4. Unless you are subscribing through a person registered as a registered firm, registered individual or an exempt market dealer (each as defined in National Instrument 31-103 – *Registration Requirements and Exemptions* ), or you are subscribing directly from the Issuer without the involvement of a finder, you must complete and sign Exhibit C “Risk Acknowledgement Form”, that starts on page 34.
  5. All subscription funds must be in U.S. Dollars.
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ICOX INNOVATIONS INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from ICOX Innovations Inc. (the “**Issuer**”) that number of shares of common stock of the Issuer (each, a “**Share**”) set out below at a price of \$1.00 per Share. The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Shares”.

Subscriber Information

\_\_\_\_\_

(Name of Subscriber)

Account Reference (if applicable): \_\_\_\_\_

X \_\_\_\_\_

(Signature of Subscriber - if the Subscriber is an Individual)

X \_\_\_\_\_

(Signature of Authorized Signatory - if the Subscriber is not an Individual)

\_\_\_\_\_

(Name and Title of Authorized Signatory - if the Subscriber is not an Individual)

\_\_\_\_\_

(Subscriber’s Address, including postal or zip code)

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number) (Email Address)

Shares to be Purchased

\_\_\_\_\_

(Number of Shares)

Total Subscription Price: \_\_\_\_\_

(the “Subscription Amount”, plus wire fees if applicable)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a “Disclosed Principal”) and not purchasing as trustee or agent for accounts fully managed by it.

\_\_\_\_\_

(Name of Disclosed Principal)

\_\_\_\_\_

(Address of Disclosed Principal)

\_\_\_\_\_

(Account Reference, if applicable)

Register the Shares as set forth below:

\_\_\_\_\_

(Name to Appear on Share Certificate)

\_\_\_\_\_

(Account Reference, if applicable)

\_\_\_\_\_

(Address, including postal or zip code)

Deliver the certificate representing the Shares as set forth below:

\_\_\_\_\_

(Attention - Name)

\_\_\_\_\_

(Account Reference, if applicable)

\_\_\_\_\_

(Street Address, including postal or zip code - no PO Boxes permitted)

\_\_\_\_\_

(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by, the Subscriber, if any (i.e., shares, warrants, options):

\_\_\_\_\_

\_\_\_\_\_

1. State whether the Subscriber is an insider of the Issuer:

Yes  No

**ACCEPTANCE**

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription agreement (this “**Agreement**”) as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “**Closing Date**”).

**ICOX INNOVATIONS INC.**

Per: \_\_\_\_\_  
Authorized Signatory

Address: 4101 Redwood Avenue, Building F  
Los Angeles, CA 90066

Email:  
Attention: Michael Blum

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## TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES

### **1. Subscription**

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of Shares as is set forth on page 2 of this Agreement at a price of \$1.00 per Shares for the Subscription Amount shown on page 2 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the “**Subscription**”), and the Issuer agrees to sell the Shares to the Subscriber, effective upon the Issuer’s acceptance of this Agreement.

1.2 The Subscriber acknowledges that the Shares have been offered to the Subscriber as part of an offering by the Issuer of additional Shares to other subscribers for gross proceeds of up to \$5,000,000 (or any such greater or lesser amount as may be determined by the Issuer in its sole discretion) (the “**Offering**”).

1.3 All dollar amounts referred to in this Agreement are in lawful money of United States, unless otherwise indicated.

### **2. Payment**

2.1 The Subscription Amount must accompany this Subscription and will be paid wire transfer to the Issuer pursuant to wiring instructions provided in Exhibit D at page 32. The Subscriber irrevocably authorizes the Clark Wilson LLP (the “**Issuer’s Counsel**”) to immediately deliver the Subscription Amount to the Issuer upon receipt of the Subscription Amount from the Subscriber, notwithstanding that such delivery may be made by the Issuer’s Counsel to the Issuer prior to the closing of the Offering (the “**Closing**”). The Subscriber authorizes the Issuer to treat the Subscription Amount as an interest free loan until the Closing.

2.2 The Subscriber acknowledges and agrees that this Agreement, the Subscription Amount and any other documents or monies delivered in connection herewith will be held by or on behalf of the Issuer. In the event that this Agreement is not accepted by the Issuer for whatever reason, which the Issuer expressly reserves the right to do, the Issuer will return the Subscription Amount (without interest thereon and less any wire charges) and any other documents delivered in connection herewith to the Subscriber at the address of the Subscriber as set forth on page 2 of this Agreement, or as otherwise directed by the Subscriber.

### **3. Documents Required from Subscriber**

3.1 Prior to the Closing, the Subscriber must complete, sign and return to the Issuer the following documents:

- (a) this Agreement;
- (b) the Canadian Investor Questionnaire (the “**Canadian Questionnaire**”) attached as Exhibit A that starts on page 15, along with any additional evidence that may be requested by the Issuer to verify the information provided in the Canadian Questionnaire;
- (c) if the Subscriber is a U.S. Purchaser (as defined in Exhibit B), and you are a current security holder of the Issuer or have a substantive pre-existing relationship with the Issuer, the United States Accredited Investor Questionnaire (the “**U.S. Questionnaire**”) and, together with the Canadian Questionnaire, the “**Questionnaires**”) attached as Exhibit B that starts on page 29 along with any additional evidence that may be requested by the Issuer to verify the information provided in the U.S. Questionnaire;
- (d) if the Subscriber is not subscribing through a person registered as a registered firm, registered individual or an exempt market dealer (each as defined in National Instrument 31-103 – *Registration Requirements and Exemptions*), or the Subscriber is acquiring the Shares directly from the Issuer without the involvement of a finder, the “Risk Acknowledgement Form” attached hereto as Exhibit C, which is on page 34; and
- (e) such other supporting documentation that the Issuer may request to establish the Subscriber’s qualification as a qualified investor,

and the Subscriber acknowledges and agrees that the Issuer will not consider the Subscription for acceptance unless the Subscriber has provided all of such documents to the Issuer.

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3.2 As soon as practicable upon any request by the Issuer, the Subscriber will complete, sign and return to the Issuer any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities or applicable laws.

3.3 The Issuer and the Subscriber acknowledge and agree that the Issuer's Counsel has acted as legal counsel only to the Issuer and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Issuer and the Issuer's Counsel have given the Subscriber the opportunity to seek, **and are hereby recommending that the Subscriber obtain**, independent legal advice with respect to the subject matter of this Agreement, and the Subscriber hereby represents and warrants to the Issuer and the Issuer's Counsel that the Subscriber has sought such independent legal advice or waives such advice.

#### **4. Conditions and Closing**

4.1 The Closing Date will occur on such date as may be determined by the Issuer in its sole discretion. The Issuer may, at its discretion, elect to close the Offering in one or more closings.

4.2 The Closing is conditional upon and subject to:

- (a) the Issuer having obtained all necessary approvals and consents, including applicable regulatory approvals, for the Offering;
- (b) the issue and sale of the Shares being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities laws relating to the sale of the Shares, or the Issuer having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum; and
- (c) the Issuer having obtained the approval of any stock exchange upon which the Shares are then listed and trading, if applicable, for the Offering.

4.3 The Subscriber acknowledges that a certificate or direct registration statement representing the Shares will be available for delivery within five business days of the Closing Date, provided that the Subscriber has satisfied the requirements of Section 3 hereof and the Issuer has accepted this Agreement.

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## **5. Acknowledgements and Agreements of the Subscriber**

5.1 The Subscriber acknowledges and agrees that:

- (a) except as provided in this Agreement, none of the Shares have been or will be registered under the United States *Securities Act of 1933*, as amended (the “**1933 Act**”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Section 6.2), except in accordance with the provisions of Regulation S under the 1933 Act (“**Regulation S**”), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;
  - (b) hedging transactions involving the Shares may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws;
  - (c) the Issuer has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act or any other applicable securities laws;
  - (d) the Issuer will refuse to register the transfer of any of the Shares to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act, and in each case in accordance with all applicable laws;
  - (e) the decision to execute this Agreement and to acquire the Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Issuer and such decision is based entirely upon a review of any public information which has been filed by the Issuer with the United States Securities and Exchange Commission (the “**SEC**”) or EDGAR at [www.sec.gov](http://www.sec.gov) (collectively, the “**Public Record**”);
  - (f) the Issuer has not solicited the Subscriber using any registration statement filed by the Issuer with the SEC and the Subscriber has not reviewed or relied on such registration statement in connection with the Subscriber's decision to invest in the Shares;
  - (g) the Issuer and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Subscriber contained in this Agreement and the Questionnaires, as applicable, and the Subscriber agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber will promptly notify the Issuer;
  - (h) there are risks associated with the purchase of the Shares, as more fully described in this Agreement and the Issuer's periodic disclosure forming part of the Public Record;
  - (i) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Issuer in connection with the distribution of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Issuer;
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- (j) a portion of this Offering may be sold pursuant to an agreement between the Issuer and one or more agents registered in accordance with applicable securities laws, in which case the Issuer will pay a fee and/or compensation securities on terms as set out in such agreement;
- (k) finder's fees or broker's commissions may be payable by the Issuer to finders who introduce subscribers to the Issuer;
- (l) the books and records of the Issuer were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Subscriber, the Subscriber's legal counsel and/or the Subscriber's advisor(s);
- (m) all of the information which the Subscriber has provided to the Issuer is correct and complete, and if there should be any change in such information prior to the Closing, the Subscriber will immediately notify the Issuer, in writing, of the details of any such change;
- (n) the Issuer is entitled to rely on the representations and warranties of the Subscriber contained in this Agreement and the Questionnaires, as applicable;
- (o) any resale of the Shares by the Subscriber will be subject to resale restrictions contained in the securities laws applicable to the Issuer, the Subscriber and any proposed transferee, and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with such restrictions before selling any of the Shares;
- (p) the Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and the Subscriber is solely responsible (and the Issuer is not in any way responsible) for compliance with any applicable:
  - (i) laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Shares hereunder, and
  - (ii) resale restrictions;
- (q) there may be material tax consequences to the Subscriber for any acquisition or disposition of the Shares and the Issuer gives no opinion and makes no representation to the Subscriber with respect to the tax consequences to the Subscriber under federal, state, provincial, local or foreign tax laws that may apply to the Subscriber's acquisition or disposition of the Shares;
- (r) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Shares setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows (although the Subscriber acknowledges that the hold period on the Shares will be six months):

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THESE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE **[four months and one day from the Closing Date.]** ;

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If the Subscriber is not resident in the United States:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A U.S. PERSON (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

If the Subscriber is resident in the United States:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

- (s) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Shares through a person registered to sell securities under Canadian securities laws, and, as a consequence of acquiring the Shares pursuant to such exemption, certain protections, rights and remedies provided by applicable securities laws (including the various provincial securities acts), including statutory rights of rescission or damages, will not be available to the Subscriber;
  - (t) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Shares;
  - (u) there is no government or other insurance covering any of the Shares; and
  - (v) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer and the Issuer reserves the right to reject this Subscription for any reason.
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## **6. Representations and Warranties of the Subscriber**

6.1 The Subscriber hereby represents and warrants to the Issuer (which representations and warranties will survive the Closing) that:

- (a) unless the Subscriber has completed Exhibit B, the Subscriber is not a U.S. Person;
  - (b) the Subscriber is resident in the jurisdiction set out on page 2 of this Agreement;
  - (c) if the Subscriber is resident outside of Canada:
    - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the “ **International Jurisdiction** ”) which would apply to the offer and sale of the Shares and the Subscriber will comply with all laws of the International Jurisdiction,
    - (ii) the Subscriber is purchasing the Shares pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Shares under applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,
    - (iii) the applicable securities laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Shares,
    - (iv) the purchase of the Shares by the Subscriber does not trigger:
      - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
      - B. any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction, and
    - (v) the Subscriber 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), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;
  - (d) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Subscriber;
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- (e) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (f) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms;
- (g) the Subscriber has received and carefully read this Agreement;
- (h) the Subscriber is aware that an investment in the Issuer is speculative and involves certain risks, including those risks disclosed in the Public Record and the possible loss of the entire Subscription Amount;
- (i) the Subscriber has made an independent examination and investigation of an investment in the Shares and the Issuer and agrees that the Issuer will not be responsible in any way for the Subscriber's decision to invest in the Shares and the Issuer;
- (j) the Subscriber is not an underwriter of, or dealer in, any of the Shares, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;
- (k) the Subscriber is not aware of any advertisement of any of the Shares and is not acquiring the Shares 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; and
- (l) no person has made to the Subscriber any written or oral representations:
  - (i) that any person will resell or repurchase any of the Shares,
  - (ii) that any person will refund the purchase price of any of the Shares, or
  - (iii) as to the future price or value of any of the Shares.

6.2 In this Agreement, the term “ **U.S. Person** ” will have the meaning ascribed thereto in Regulation S, and for the purpose of this Agreement includes, but is not limited to: (a) any person in the United States; (b) any natural person resident in the United States; (c) any partnership or corporation organized or incorporated under the laws of the United States; (d) any partnership or corporation organized outside the United States by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; or (e) any estate or trust of which any executor or administrator or trustee is a U.S. Person.

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

7.1 By executing this Subscription Agreement, the Issuer represents, warrants and covenants to the Subscriber, which representations, warranties and covenants will be true and correct as of the Closing with the same force and effect as if made at and as of the Closing (and acknowledges that the Subscriber is relying thereon) that:

- (a) the Issuer has been duly incorporated and organized and is a valid and subsisting company under the laws of the State of Nevada, and is duly qualified to carry on business in each jurisdiction wherein the carrying out of the activities contemplated makes such qualifications necessary;
- (b) the Shares will be, upon receipt by the Issuer of full payment therefor, validly issued, as fully paid and non-assessable;
- (c) the Issuer has the full corporate right, power and authority to execute this Subscription Agreement, and to issue the Shares to the Subscriber pursuant to the terms of this Agreement; and
- (d) this Agreement constitutes a binding and enforceable obligation of the Issuer, enforceable in accordance with its terms.

**8. Representations and Warranties will be Relied Upon by the Issuer**

8.1 The Subscriber acknowledges and agrees that the representations and warranties contained in this Agreement are made by it with the intention that such representations and warranties may be relied upon by the Issuer and the Issuer's Counsel in determining the Subscriber's eligibility to purchase the Shares under applicable laws, or, if applicable, the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the Shares under applicable laws. The Subscriber further agrees that, upon issuance of the Shares, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date, and as at the date of any issuance of Shares hereunder, with the same force and effect as if they had been made by the Subscriber at such date and that they will survive the purchase by the Subscriber of the Shares and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of any of the Shares.

**9. Acknowledgement and Waiver**

9.1 The Subscriber has acknowledged that the decision to acquire the Shares was solely made on the basis of the Public Record.

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## **10. Collection of Personal Information**

10.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any other applicable similar, replacement or supplemental provincial or federal laws in effect from time to time) for the purpose of fulfilling this Agreement and completing the Offering. The Subscriber acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be included in record books in connection with the Offering and may be disclosed by the Issuer to: (a) stock exchanges or securities regulatory authorities, (b) the Issuer's registrar and transfer agent, (c) Canadian or international tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* or similar legislation of other countries, and (e) any of the other parties involved in the Offering, including the Issuer's Counsel. In addition to the foregoing, the Subscriber agrees and acknowledges that the Issuer may use and disclose the Subscriber's personal information as follows: (i) for internal use with respect to managing the relationships between and contractual obligations of the Issuer with the Subscriber (ii) for use and disclosure for income tax related purposes, including, without limitation, where required by law, disclosure to the Canada Revenue Agency; (iii) for disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings; (iv) for disclosure to a government or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure (v) for disclosure to personal advisers of the Issuer and connection with the performance of their professional services; (vi) for disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent; (vii) for disclosure to a court determining the rights of the parties under this Agreement; or (viii) for use and disclosure as otherwise required or permitted by law. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) for the foregoing purposes, and such other purposes as may be determined by the Issuer in order to comply with applicable laws, and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Subscriber may be purchasing the Shares as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Issuer, all as may be required by the Issuer in order to comply with the foregoing.

10.2 The Subscriber is hereby notified that:

- (a) the Issuer may deliver to any securities commission or other governmental authority having jurisdiction over the Issuer, the Subscriber or this Subscription, including any Canadian securities commissions, the SEC and/or any state securities commissions (collectively, the "**Commissions**"), certain personal information pertaining to the Subscriber, including the Subscriber's full name, residential address and telephone number, the number of Shares or other securities of the Issuer owned by the Subscriber, the number of Shares purchased by the Subscriber, the total Subscription Amount, the prospectus exemption relied on by the Issuer and the date of distribution of the Shares;
- (b) such information is being collected indirectly by the Commissions under the authority granted to them by applicable securities laws; and
- (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws.

## **11. Anti-Money Laundering**

11.1 The Subscription Amount, which will be advanced by the Subscriber to the Issuer hereunder, does not and will not represent the proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, S.C. 2000, c. 17 (the "**PCMLTFA**") or similar legislation of any other applicable jurisdiction, and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the name of the Subscriber and other information relating to this Agreement and the subscription hereunder, on a confidential basis, pursuant to the PCMLTFA or such similar legislation. To the best of the Subscriber's knowledge:

- (a) none of the subscription funds provided by the Subscriber have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or are being rendered on behalf of a person or entity who has not been identified to the Subscriber; and
  - (b) the Subscriber will promptly notify the Issuer if it discovers that any of such representations cease to be true and to provide the Issuer with appropriate information in connection therewith.
-

## **12. Costs**

12.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any legal counsel or other advisor retained by the Subscriber) relating to the purchase of the Shares will be borne by the Subscriber.

## **13. Governing Law**

13.1 This Agreement, and all matters related hereto or arising herefrom, are and will be, governed by the laws of the State of Nevada and the federal laws of the United States applicable therein.

## **14. Survival**

14.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, will survive and continue in full force and effect and be binding upon the Issuer and the Subscriber, notwithstanding the completion of the acquisition of the Shares by the Subscriber.

## **15. Assignment**

15.1 This Agreement is not transferable or assignable.

## **16. Severability**

16.1 The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

## **17. Entire Agreement**

17.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by or of the Issuer, the Subscriber or anyone else.

## **18. Notices**

18.1 All notices and other communications hereunder will be in writing and will be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including email or other means of electronic communication capable of producing a printed copy. Notices to the Subscriber will be directed to it at the address or email address of the Subscriber set forth on page 2 of this Agreement and notices to the Issuer will be directed to it at the address of the Issuer set forth on page 3 of this Agreement.

## **19. Beneficial Subscribers**

19.1 Whether or not explicitly stated in this Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Agreement, including the exhibits hereto, will be treated as if made by the Disclosed Principal, if any.

## **20. Execution of Subscription Agreement**

20.1 The Issuer and the Issuer's Counsel will be entitled to rely on delivery by facsimile machine or other means of electronic communication capable of producing a printed copy of an executed copy of this Agreement, and acceptance by the Issuer of such facsimile or electronic copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer in accordance with the terms hereof. If less than a complete copy of this Agreement is delivered to the Issuer or the Issuer's Counsel prior to or at Closing, the Issuer and the Issuer's Counsel are entitled to assume that the Subscriber accepts and agrees to all of the terms and conditions of the pages not delivered prior to or at Closing unaltered.

## **21. Counterparts and Electronic Means**

21.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by email or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Closing.

## **22. Exhibits**

22.1 The exhibits attached hereto form part of this Agreement.

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**EXHIBIT A**

**CANADIAN INVESTOR QUESTIONNAIRE**

Capitalized terms used in this Canadian Investor Questionnaire (this “ **Questionnaire** ”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber (as defined herein) and ICOX Innovations Inc. (the “ **Issuer** ”) to which this Exhibit A is attached with respect to the purchase of shares of common stock of the Issuer (the “ **Shares** ”).

In connection with the purchase by the Subscriber (being the undersigned, or if the undersigned is purchasing the Shares as agent on behalf of a disclosed beneficial Subscriber, such beneficial Subscriber, will be referred herein as the “ **Subscriber** ”) of the Shares, the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber:

(i) is purchasing the Shares as principal (or deemed principal under the terms of National Instrument 45-106 – *Prospectus Exemptions* adopted by the Canadian Securities Administrators (“ **NI 45-106** ”));

(ii) (A) is resident in or is subject to the laws of one of the following (check one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Alberta  | <input type="checkbox"/> New Brunswick | <input type="checkbox"/> Prince Edward Island |
| <input type="checkbox"/> British Columbia                               | <input type="checkbox"/> Nova Scotia   | <input type="checkbox"/> Quebec               |
| <input type="checkbox"/> Manitoba                                       | <input type="checkbox"/> Ontario       | <input type="checkbox"/> Saskatchewan         |
| <input type="checkbox"/> Newfoundland and Labrador                      | <input type="checkbox"/> Yukon         |   |
| <input type="checkbox"/> Northwest Territories                          |  |   |
| <input type="checkbox"/> United States: _____ (List State of Residence) |  |   |
| or  |  |   |

(B)  is resident in a country other than Canada or the United States; and

(iii) has not been provided with any offering memorandum in connection with the purchase of the Shares.

The Subscriber became aware of and interested in the Offering as a result of:

\_\_\_\_\_

\_\_\_\_\_

(insert description of how the Subscriber became aware of the Offering)

\_\_\_\_\_

In connection with the purchase of the Shares, the Subscriber hereby represents, warrants, covenants and certifies that the Subscriber meets one or more of the following criteria:

**I. SUBSCRIBERS PURCHASING UNDER THE “ACCREDITED INVESTOR” EXEMPTION**

- (a) the Subscriber is not a trust company or trust company registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada,
- (b) \_\_\_\_\_ the Subscriber is an “accredited investor” within the meaning of NI 45-106, by virtue of satisfying the indicated criterion below **(YOU MUST INITIAL OR PLACE A CHECK-MARK ON THE APPROPRIATE LINE(S))** ( *see certain guidance with respect to accredited investors that starts on page 20 below* )
- (i) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- (ii) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (i),
- (iii) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- (iv) 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 **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS QUESTIONNAIRE THAT STARTS ON PAGE 27 )**,
- (v) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- (vi) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS QUESTIONNAIRE THAT STARTS ON PAGE 27 )**,
- (vii) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 **(YOU MUST ALSO COMPLETE AND SIGN APPENDIX “A” TO THIS QUESTIONNAIRE THAT STARTS ON PAGE 27 )**,
- (viii) 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 **and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (viii)**,
- (ix) 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* ] of NI 45-106, or 2.19 [ *Additional investment in investment funds* ] of NI 45-106, or
- (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under Section 2.18 [ *Investment fund reinvestment* ] of NI 45-106,
- (x) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
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- (xi) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
  - (xii) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,
  - (xiii) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
  - (xiv) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in paragraph (i) in form and function, or
  - (xv) 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, and
- (c) if the Subscriber is an “accredited investor” within the meaning of NI 45-106 by virtue of satisfying the indicated criterion as set out in paragraphs (iv), (vi) or (vii) above, the Subscriber has provided the Issuer with the signed risk acknowledgment form set out in Appendix “A” to this Questionnaire;

**II. SUBSCRIBERS PURCHASING UNDER THE “FAMILY, FRIENDS AND BUSINESS ASSOCIATES” EXEMPTION**

(a) the Subscriber is (please initial or place a check-mark on the appropriate line below and provide the requested information, as applicable):

- (xvi) a director, executive officer or control person of the Issuer, or of an affiliate of the Issuer,
- (xvii) a spouse, parent, grandparent, brother, sister, child or grandchild of \_\_\_\_\_ ( *print name of person* ), who is a director, executive officer or control person of the Issuer or of an affiliate of the Issuer,
- (xviii) a parent, grandparent, brother, sister, child or grandchild of the spouse of \_\_\_\_\_ ( *print name of person* ), who is a director, executive officer or control person of the Issuer or of an affiliate of the Issuer,
- (xix) \_\_\_\_\_ a close personal friend ( *see guidance on making this determination that starts on page 24 below* ) of \_\_\_\_\_ ( *print name of person* ), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for \_\_\_\_\_ years based on the following factors:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

( *explain the nature of the close personal friendship* ),

---

- [ ] (xx) a close business associate ( *see guidance on making this determination that starts on page 24 below* ) of \_\_\_\_\_ ( *print name of person* ), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for \_\_\_\_\_ years based on the following factors
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( *explain the nature of the close business association* ),
- [ ] (xxi) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate ( *see guidance on making these determinations that starts on page 24 below* ) of \_\_\_\_\_ ( *print name of person* ), who is a founder of the Issuer, and, if a close personal friend or close business associate of such person, has been for \_\_\_\_\_ years based on the following factors:
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( *explain the nature of the close personal friendship or business association* ),
- [ ] (xxii) a parent, grandparent, brother, sister, child or grandchild of the spouse of \_\_\_\_\_ ( *print name of person* ), who is a founder of the Issuer,
- [ ] (xxiii) a company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections II(a)(i) to II(a)(vii) above, or
- [ ] (xxiv) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections II(a)(i) to II(a)(viii) above,
- (b) if the Subscriber is resident in the Province of Ontario or is subject to the securities laws of the Province of Ontario, the Subscriber has provided the Issuer with a signed risk acknowledgement form ( *to be provided by the Issuer on request* ), and
- (c) if the Subscriber is resident in the Province of Saskatchewan or is subject to the securities laws of the Province of Saskatchewan, and the Subscriber is relying on the indicated criterion as set out in subsections II(a)(iv), II(a)(v) or II(a)(viii) or II(a)(ix) if the distribution is based in whole or in part on a close personal friendship or a close business association, the Subscriber has provided the Issuer with a signed risk acknowledgement form ( *to be provided by the Issuer on request* ).
-

**III. SUBSCRIBERS PURCHASING UNDER THE “EMPLOYEE, EXECUTIVE OFFICER, DIRECTOR AND CONSULTANT” EXEMPTION**

(a) the Subscriber is (please initial or place a check-mark on the appropriate line below):

- (i) an employee, executive officer, director or consultant of the Issuer;
- (ii) an employee, executive officer, director or consultant of a related entity of the Issuer; or
- (iii) a permitted assign of a person referred to in paragraphs (a)(i) or (a)(ii); and

(b) the Subscriber covenants, represents and warrants to the Issuer that:

- (i) in the case of a Subscriber that is an employee or an employee’s permitted assign, the Subscriber is not induced to participate in the distribution by expectation of employment or continued employment of the employee with the Issuer or a related entity of the Issuer;
- (ii) in the case of a Subscriber that is an executive officer or an executive officer’s permitted assign, the Subscriber is not induced to participate in the distribution by expectation of appointment, employment, continued appointment or continued employment of the executive officer with the Issuer or a related entity of the Issuer;
- (iii) in the case of a Subscriber that is a consultant or a consultant’s permitted assign, the Subscriber is not induced to participate in the distribution by expectation of engagement of the consultant to provide services or continued engagement of the consultant to provide services to the Issuer or a related entity of the Issuer; or
- (iv) in the case of a Subscriber that is an employee of a consultant, the Subscriber is not induced by the Issuer, a related entity of the Issuer, or the consultant to participate in the distribution by expectation of employment or continued employment with the consultant.

**IV. MINIMUM AMOUNT INVESTMENT**

- (a) the Subscriber is not an individual as that term is defined in applicable Canadian securities laws,
- (b) the Subscriber is purchasing the Shares as principal for its own account and not for the benefit of any other person,
- (c) the Shares have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash at the Closing, and
- (d) the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the prospectus exemption provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Shares.

For the purposes of the this Questionnaire and Appendix “A” attached to this Questionnaire:

- (a) an issuer is “ **affiliated** ” with another issuer if
    - (i) one of them is the subsidiary of the other, or
    - (ii) each of them is controlled by the same person;
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- (b) “ **consultant** ” means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that:
- (i) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution,
  - (ii) provides the services under a written contract with the issuer or a related entity of the issuer, and
  - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes
  - (iv) for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner, and
  - (v) for a consultant that is not an individual, an employee, executive officer, or director of the consultant, provided that the individual employee, executive officer, or director spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer;
- (c) “ **control person** ” means
- (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
  - (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,
- and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;
- (d) “ **director** ” means
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (e) “ **executive officer** ” means, for an issuer, an individual who is
- (i) a chair, vice-chair or president,
  - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
  - (iii) performing a policy-making function in respect of the issuer;
- (f) “ **financial assets** ” means
- (i) cash,
  - (ii) securities, or
  - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
-



- (g) “ **founder** ” means, in respect of an issuer, a person who,
    - (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
    - (ii) at the time of the distribution or trade is actively involved in the business of the issuer”;
  - (h) “ **holding entity** ” means a person that is controlled by an individual;
    - (i) “ **individual** ” means a natural person, but does not include
      - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust, or
      - (ii) a natural person in the person’s capacity as a trustee, executor, administrator or personal or other legal representative;
  - (j) “ **permitted assign** ” means, for a person that is an employee, executive officer, director or consultant of an issuer or of a related entity of the issuer,
    - (i) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the person,
    - (ii) a holding entity of the person,
    - (iii) a RRSP, RRIF, or TFSA (each as defined in NI 45-106) of the person,
    - (iv) a spouse of the person,
    - (v) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person,
    - (vi) a holding entity of the spouse of the person, or
    - (vii) a RRSP, RRIF, or TFSA of the spouse of the person;
  - (k) “ **person** ” includes
    - (i) an individual,
    - (ii) a corporation,
    - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
    - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
-

- (l) “ **related entity** ” means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;
- (m) “ **related liabilities** ” means
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
  - (ii) liabilities that are secured by financial assets, and
- (n) “ **spouse** ” means, an individual who,
  - (i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

### **Guidance On Accredited Investor Exemptions for Individuals**

An individual accredited investor is an individual:

- (a) who, either alone or with a spouse, beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$1,000,000;
- (b) whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (c) who, either alone or with a spouse, has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000; and
- (d) who beneficially owns financial assets (please see the guidance below regarding what financial assets are) having an aggregate realizable value that, before taxes but net of any related liabilities (please see the guidance below regarding what related liabilities are), exceeds \$5,000,000.

The monetary thresholds above are intended to create bright-line standards. Subscribers who do not satisfy these monetary thresholds **do not** qualify as accredited investors.

### ***Spouses***

Sections (a), (b) and (c) above are designed to treat spouses as a single investing unit, so that either spouse qualifies as an accredited investor if the combined financial assets of both spouses exceed \$1,000,000, the combined net income of both spouses exceeds \$300,000, or the combined net assets of both spouses exceed \$5,000,000. Section (d) above does not treat spouses as a single investing unit.

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If the combined net income of both spouses does not exceed \$300,000, but the net income of one of the spouses exceeds \$200,000, only the spouse whose net income exceeds \$200,000 qualifies as an accredited investor.

### ***Financial Assets and Related Liabilities***

For the purposes of Sections (a) and (d) above, “ **financial assets** ” means: (1) cash, (2) securities, or (3) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a subscriber’s personal residence is not included in a calculation of financial assets.

The calculation of financial assets must exclude “ **related liabilities** ”, meaning: (1) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (2) liabilities that are secured by financial assets.

As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual’s spouse, or both, in any particular instance. However, in the case where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual, there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets:

- physical or constructive possession of evidence of ownership of the financial asset;
- entitlement to receipt of any income generated by the financial asset;
- risk of loss of the value of the financial asset; and
- the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

For example, securities held in a self-directed RRSP for the sole benefit of an individual are beneficially owned by that individual.

In general, financial assets in a spousal RRSP can be included for the purposes of the \$1,000,000 financial asset test in Section (a) above because Section (a) takes into account financial assets owned beneficially by a spouse. However, financial assets in a spousal RRSP cannot be included for purposes of the \$5,000,000 financial asset test in Section (d) above.

Financial assets held in a group RRSP under which the individual does not have the ability to acquire the financial assets and deal with them directly do not meet the beneficial ownership requirements in either Sections (a) or (d) above.

### ***Net Assets***

For the purposes of Section (c) above, “ **net assets** ” means all of a subscriber’s total assets minus all of the subscriber’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets includes the value of a subscriber’s personal residence, and the calculation of total liabilities includes the amount of any liability (such as a mortgage) in respect of the subscriber’s personal residence.

To calculate a subscriber’s net assets under the net asset test, subtract the subscriber’s total liabilities from the subscriber’s total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax is considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security to the subscriber by the Issuer.

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### **Guidance On Accredited Investor Exemptions for Corporations, Trusts and Other Entities**

Accredited investors that are corporations, trusts or other entities include:

- (a) a corporation, trust or other entity, other than an investment fund, that has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000 as shown on its most recently prepared financial statements in accordance with applicable generally accepted accounting principles and that has not been created or used solely to purchase or hold securities as an accredited investor;
- (b) a corporation, trust or other entity 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; and
- (c) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

### ***Net Assets***

For the purposes of Section (a) above, “**net assets**” means all of the subscriber's total assets minus all of the subscriber's total liabilities. The minimum net asset threshold of \$5,000,000 specified in Section (a) above must be shown on the entity's most recently prepared financial statements. The financial statements must be prepared in accordance with applicable generally accepted accounting principles.

### **Guidance on Close Personal Friend and Close Business Associate Determination**

A “**close personal friend**” of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and
- (c) the number of “close personal friends” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is:

- (a) a relative,
  - (b) a member of the same club, organization, association or religious group,
  - (c) a co-worker, colleague or associate at the same workplace,
  - (d) a client, customer, former client or former customer,
  - (e) a mere acquaintance, or
  - (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.
-

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close personal friend.

A “ **close business associate** ” is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances,
- (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and
- (d) the number of “close business associates” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is:

- (a) a member of the same club, organization, association or religious group,
- (b) a co-worker, colleague or associate at the same workplace,
- (c) a client, customer, former client or former customer,
- (d) a mere acquaintance, or
- (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close business associate.

The Subscriber agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing and acknowledges that they will survive the completion of the issue of the Shares.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber to acquire the Shares and that this Questionnaire is incorporated into and forms part of the Agreement and the undersigned undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Shares.

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The Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth in the Agreement or in this Questionnaire which takes place prior to the Closing.

**By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable laws.**

DATED as of day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Print Name of Subscriber (or person signing as agent of the Subscriber)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title of Authorized  
Signatory (if Subscriber is not an individual)

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**APPENDIX "A"  
TO CANADIAN INVESTOR QUESTIONNAIRE**

**Form 45-106F9**

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

**SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**

**1. About your investment**

Type of securities: <b>Shares.</b>	Issuer: <b>ICOX INNOVATIONS INC.</b> (the "Issuer")
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Purchased from: **The Issuer.**

**SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER**

**2. Risk acknowledgement**

	<b>Your initials</b>
This investment is risky. Initial that you understand that:	
<b>Risk of loss</b> – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	

**3. Accredited investor status**

	<b>Your initials</b>
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

**4. Your name and signature**

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

**SECTION 5 TO BE COMPLETED BY THE SALESPERSON**

**5. Salesperson information**

*[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

**SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**

**6. For more information about this investment**

For investment in a non-investment fund

**ICOX INNOVATIONS INC.**  
**4101 Redwood Avenue, Building F**  
**Los Angeles, CA 90066**  
**Attn: Michael Blum**  
**Telephone:**  
**Email:**

**For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca).**

**Form instructions:**

1. This form does not mandate the use of a specific font size or style but the font must be legible
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.



**EXHIBIT B**

**UNITED STATES ACCREDITED INVESTOR QUESTIONNAIRE**

Capitalized terms used in this United States Accredited Investor Questionnaire (this “**Questionnaire**”) and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the undersigned (the “**Subscriber**”) and ICOX Innovations Inc. (the “**Issuer**”) to which this Questionnaire is attached.

This Questionnaire applies only to persons that are U.S. Purchasers. A “**U.S. Purchaser**” is: (a) any U.S. Person, (b) any person purchasing the Shares on behalf of any U.S. Person, (c) any person that receives or received an offer of the Shares while in the United States, or (d) any person that is in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered.

The Subscriber understands and agrees that none of the Shares have been or will be registered under the 1933 Act, or applicable state, provincial or foreign securities laws, and the Shares are being offered and sold to the Subscriber in reliance upon the exemption provided in Section 4(2) of the 1933 Act and Rule 506 of Regulation D under the 1933 Act for non-public offerings. The Shares are being offered and sold within the United States only to “accredited investors” as defined in Rule 501(a) of Regulation D. The Shares offered hereby are not transferable except in accordance with the restrictions described herein.

If the Subscriber owns any securities of the Issuer, provide details and dates of acquisition of such securities:

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The Subscriber became aware of and interested in the Offering as a result of:

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(insert description of how and when the Subscriber became aware of the Offering)

The Subscriber has a substantive pre-existing relationship with the Issuer. Provide details of such relationship:

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The Subscriber represents, warrants, covenants and certifies (which representations, warranties, covenants and certifications will survive the Closing) to the Issuer (and acknowledges that the Issuer is relying thereon) that:

1. it is not resident in Canada;
2. is a current security holder of the Issuer or has a substantive pre-existing relationship with the Issuer (as described above);
3. it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares and it is able to bear the economic risk of loss of its entire investment;

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4. the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Shares;
5. it is acquiring the Shares for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Shares in violation of the United States securities laws;
6. it (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;
7. if the Subscriber is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

\_\_\_\_\_ a natural person whose individual net worth, or joint net worth with that person's spouse, exceeds US\$1,000,000. For purposes of this category, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary residence/home) over total liabilities. Total liabilities excludes any mortgage on the primary residence/home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Shares are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60 day period before the Closing Date for the purpose of investing in the Shares,

\_\_\_\_\_ 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 their 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, or

\_\_\_\_\_ a director or executive officer of the Issuer;

8. if the Subscriber is a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

\_\_\_\_\_ an organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of US\$5,000,000,

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\_\_\_\_\_ a “bank” as defined under Section 3(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the *Securities Exchange Act of 1934* (United States); an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the *Investment Company Act of 1940* (United States) 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* (United States); 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* (United States) whose investment decisions are 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,

\_\_\_\_\_ a private business development company as defined in Section 202(a)(22) of the *Investment Advisers Act of 1940* (United States),

\_\_\_\_\_ a trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act, or

\_\_\_\_\_ an entity in which all of the equity owners satisfy the requirements of one or more of the categories set forth in Section 6 of this Questionnaire;

9. it has not purchased the Shares 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, internet, television or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
10. if the Subscriber decides to offer, sell or otherwise transfer any of the Shares, it will not offer, sell or otherwise transfer any of such Shares, directly or indirectly, unless:
- (a) the sale is to the Issuer,
  - (b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations in which such sale is made;
  - (c) the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder and in accordance with any applicable state securities or “blue sky” laws, or
  - (d) the Shares are sold 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
  - (e) it has, prior to such sale pursuant to subsection (c) or (d), furnished to the Issuer an opinion of counsel of recognized standing reasonably satisfactory to the Issuer, to such effect;
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11. it understands and acknowledges 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 Shares, and all securities issued in exchange therefor or in substitution thereof, will bear a legend (in addition to the legends required by Canadian securities laws and the Exchange) in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF **ICOX INNOVATIONS INC.** (THE “ISSUER”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT OR (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

Delivery of certificates bearing such a legend may not constitute “good delivery” in settlement of transactions on Canadian stock exchanges or over-the-counter markets. If the Issuer is a “foreign issuer” with no “substantial U.S. market interest” (all within the meaning of Regulation S under the 1933 Act) at the time of sale, a new certificate, which will constitute “good delivery”, will be made available to the purchaser upon provision to the Issuer by the Subscriber of a declaration together with such other evidence of the availability of an exemption as the Issuer or its transfer agent may reasonably require.

12. it consents to the Issuer making a notation on its records or giving instructions to any transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Questionnaire and the Agreement; and
13. it is resident in the United States of America, its territories and possessions or any state of the United States or the District of Columbia (collectively the “**United States**”), is a “U.S. Person” as such term is defined in Regulation S or was in the United States at the time the Shares were offered or the Agreement was executed.

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The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Shares.

Dated \_\_\_\_\_, 2018.

X  
\_\_\_\_\_  
Signature of individual (if Subscriber is an individual)

X  
\_\_\_\_\_  
Authorized signatory (if Subscriber is not an individual)

\_\_\_\_\_  
Name of Subscriber (please print)

\_\_\_\_\_  
Name of authorized signatory (please print)

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EXHIBIT C

**RISK ACKNOWLEDGEMENT FORM**

**Risk Acknowledgement under BCI 32-513  
Registration exemption for trades  
in connection with certain prospectus-exempt distributions**

Name of Issuer: ICOX INNOVATIONS INC.

Name of Seller: \_\_\_\_\_

I acknowledge that

- the person selling me these securities is not registered with a securities regulatory authority and is prohibited from telling me that this investment is suitable for me;
- the person selling me these securities does not act for me;
- this is a risky investment and I could lose all my money;
- the person selling me these securities has not provided financial services to me other than in connection with a Prospectus-Exempt Distribution;
- the person selling me these securities does not hold or have access to my assets;
- I am investing entirely at my own risk.

Date

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Print name of Subscriber

\_\_\_\_\_  
Name of salesperson acting on behalf of seller

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

National Instrument 45-106 Prospectus and Registration Exemptions may require you to sign an additional risk acknowledgement form. If you want advice about the merits of this investment and whether these securities are a suitable investment for you, contact a registered adviser or dealer.

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**EXHIBIT D**

**WIRE INSTRUCTIONS**

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