

SUBSCRIPTION AGREEMENT

Private Placement by Private Issuer

TO: HarMONEY Club Inc. (the "Corporation")

The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of securities of the Corporation set out below to be issued for the aggregate consideration set out below, upon and subject to the terms and conditions set out in the attached "Terms and Conditions of Subscription". This page plus the Terms and Conditions and the attached schedules are collectively referred to as the "Subscription Agreement".

Issuer:	HarMONEY Club Inc.	Issue:	Class A preference Shares (the "Shares")
Price Per Share: (the "Subscription Price")	USD	Total Subscription Price: \$	0 USD
Number of Shares Subscribed for:			

Name and Address of Subscriber:

Name:	Address:
(Please Print)	(Street Address)
Signature of Subscriber	(City, Province/State, Postal/Zip Code)
(Name of authorized signatory - if Subscriber not individual)	(Residential Telephone)
(Official Capacity/Title - if Subscriber not individual)	

Alternate Registration Instructions for Certificate: If other than in the name of the Subscriber:

Name:	Address:
	(Street Address)
	(City, Province/State, Postal/Zip Code)
	(Residential Telephone)

Delivery Instructions: The name and address (including contact name and telephone number) of the person to whom the certificates representing the securities are to be delivered, if other than the Subscriber:

Name:	Address:
Contact Name:	(Street Address)
Telephone No:	(City, Province/State, Postal/Zip Code)

ACCEPTANCE: the Subscriber hereby accepts the above subscription on the terms and conditions contained in this Subscription Agreement.

Per: _____ Date: _____

Terms and Conditions of Subscription

1. Subscription and Closing

1.1 The Subscriber irrevocably subscribes for Shares, at the Subscription Price, and agrees to purchase, in accordance with the terms of this Agreement the number of Shares set out on the cover page hereof and, upon execution of this Agreement, the Subscriber agrees to provide to the Corporation a certified cheque, money order or bank draft payable to the Corporation in the amount of the aggregate Subscription Price for such shares.

1.2 The Subscriber's subscription for Shares evidenced by the Subscriber's execution of this Agreement is subject to acceptance or rejection in whole or in part by the Corporation in its sole discretion and the right is reserved to allot to the Subscriber less than the number of Shares subscribed for. This subscription shall terminate if not accepted by the Corporation on or before the fifth (5) employment days after the date on the certified cheque, whereupon all related subscription funds shall be repaid by the Corporation to the Subscriber without interest or deduction. The acceptance of subscriptions for Shares by the Corporation is conditional upon the completion and delivery of all documentation relating to the subscription in form and substance satisfactory to counsel for the Corporation.

1.3 The issue and sale of the Shares to the Subscriber are conditional upon such issue and sale being exempt from the prospectus and registration requirements of applicable securities laws, and shall otherwise be in compliance with all applicable securities legislation relating to the issue and sale of such shares.

2. Representations and Warranties of the Subscriber

2.1 The Subscriber represents, warrants and certifies to the Corporation as follows and acknowledges that the Corporation is relying on such representations, warranties and certification in accepting this subscription:

- (a) the Subscriber is purchasing the Shares as principal;
- (b) the Subscriber is resident in or subject to the laws of the province of Canada indicated on cover page hereof, resides at the address indicated on the cover page hereof and has no other residency;
- (c) this Agreement has been duly authorized, executed and delivered by the Subscriber and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (d) if an individual, the Subscriber has obtained the age of majority and is legally competent to execute this Agreement and complete the subscription for Shares hereunder;
- (e) the Subscriber has not received any document purporting to describe the business and affairs of the Corporation that has been prepared primarily for delivery to and review by prospective investors so as to assist those investors to make an investment decision in respect of the Shares being sold; and
- (f) the Subscriber falls within one of the categories set out below (Please check the appropriate box. Bold faced words below are defined on Schedule "A" hereto.):
 - ☐ (i) a director, officer, employee, founder or control person of the Corporation
 - ☐ (ii) a spouse, parent, grandparent, brother, sister or child of _____, who is a director, executive officer, founder or control person of the Corporation
 - ☐ (iii) a parent, grandparent, brother, sister or child of the spouse of _____, who is a director, executive officer, founder or control person of the Corporation
 - ☐ (iv) a close personal friend of a _____, who is director, executive officer, founder or control person of the Corporation, on the basis of
 - ☐ (v) a close business associate of _____, who is a director, executive officer, founder or control person of the Corporation.
 - ☐ (vi) a security holder of the Corporation
 - ☐ (vii) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (i) to (vi)
 - ☐ (viii) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (i) to (vi)

- [] (ix) a person that is not the public, on the basis of 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
- [] (x) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000
- [] (xi) 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
- [] (xii) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000
- [] (xiii) 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

2.2 By accepting the Shares, the Subscriber shall be representing and warranting that the foregoing representations and warranties are true and correct as at the time of completion of the subscription for Shares on the Closing Date, with the same force and effect as if they had been made by the Subscriber at such time. The Subscriber agrees to indemnify the Corporation against all losses, costs, expenses and damages or liabilities which it may suffer or incur as a result of any of such representations and warranties being incorrect.

3. Acknowledgments and Covenants of the Subscriber

3.1 The Subscriber acknowledges that:

- (a) the Shares are subject to transfer and resale restrictions pursuant to the constating documents of the Corporation, the Act and the regulation, rules, orders, instruments and published policy statements applicable thereunder, including Multilateral Instrument 45-102 *Resale of Securities*; and

- (b) the Subscriber is generally responsible for obtaining such legal advice as the Subscriber considers appropriate in connection with the execution, delivery and performance of this Agreement and any subsequent transfer or resale of Shares.

4. Representations and Warranties of the Corporation

4.1 The Corporation represents and warrants to the Subscriber as follows and acknowledges that the Subscriber is relying on such representations and warranties in making an investment in Shares hereunder:

- (a) the Corporation is incorporated and validly subsisting under the laws of Canada;
- (b) this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid, binding and enforceable obligation of the Corporation; and
- (c) on the Closing Date, all necessary corporate action will have been taken by the Corporation to allot and issue the Shares purchased by the Subscriber and, upon receipt by the Corporation of payment therefor, the Shares shall be validly issued as fully paid and non-assessable shares in the capital of the Corporation.

4.2 By accepting this subscription and issuing Shares to the Subscriber, the Corporation shall be representing and warranting that the foregoing representations and warranties are true and correct as at the time of completion of the subscription for Shares on the Closing Date, with the same force and effect as if they had been made by the Corporation at such time.

5. Reliance by Corporation and Survival

The Subscriber acknowledges and agrees that the representations, warranties, acknowledgments and agreements made by the Subscriber in this Agreement are made with the intention that they may be relied upon by the Corporation in determining the Subscriber's eligibility to purchase the Shares and that they shall in each case survive the closing of the transactions contemplated hereby notwithstanding any subsequent disposition by the Subscriber of the Shares.

6. Confidentiality

The Subscriber hereby agrees to keep confidential all information which may be provided to the Subscriber relating to the business and affairs of the Corporation upon becoming a shareholder of the Corporation, and not to distribute or otherwise make available any such information to any other person or otherwise exploit any such information.

7. Further Assurances of Subscriber

The Subscriber shall execute and deliver such additional instruments, certificates and other documents as may be required or requested by the Corporation, acting reasonably, to permit the purchase of the Shares or otherwise to carry out the provisions and intent of this Agreement.

8. Assignment

No rights or obligations of the Subscriber hereunder may be assigned without the prior written consent of the Corporation.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matters arising out of this Agreement.

10. Facsimile Subscription

The Corporation shall be entitled to rely on delivery by facsimile of an executed copy of this Agreement and acceptance by the Corporation of that delivery shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms of this Agreement.

11. Gender

This Agreement shall be read with such changes in number and gender as the context or the reference to parties may require.

12. Time of Essence

Time shall be of the essence in this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

13. Entire Agreement

This Agreement constitutes the only agreement between the Corporation and the Subscriber with respect to the subject matter hereof and shall supercede any and all prior negotiations and understandings and there are no representations, warranties, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein or therein.

14. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.

SCHEDULE "A"

"control person" means any person that holds or is one of a combination of persons that holds

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

"director" means:

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company.

"executive officer" means, for an issuer, an individual who is

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

"founder" means, in respect of an issuer, a person who,

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

"investment fund" means a mutual fund or a non-redeemable investment fund.

"mutual fund" means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a reasonable specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or part of the net assets, including a separate fund or trust account, of the issuer.

"non-redeemable investment fund" has the meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*.

"officer" means the chair, and vice-president of the board of directors, the president, any vice-president, the secretary, the assistant secretary, the treasurer, the assistant treasurer, and the general manager of a company, and any other person designated an officer of a company by by-law or similar authority, or any individual acting in a similar capacity on behalf of an issuer or registrant.

"person" includes

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and

- (d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

"related liabilities" means

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

"spouse" means, an individual who,

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

"voting security" means any security other than a debt security of an issuer carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

RISK ACKNOWLEDGMENT

I acknowledge that this is a risky investment:

I further acknowledge that:

-my investment with the HarMONEY Club is being used for investing in the Foreign Exchange Market as well as the Commodities Futures Market and any other market that the HarMONEY Club decides is worthy.

-I am investing entirely at my own risk.

-No securities commission has evaluated or endorsed the merits of this investment

-the person selling me this investment is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me

-I will not be able to sell this investment except in very limited circumstances and then only through the HarMONEY Club. In fact I may never be able to sell this investment.

-I could lose all the money I am investing.

I am investing \$ _____ in total. I acknowledge that this money is being invested on my behalf and that I will not have access to it until the end of the first full quarter from the date that the investment is accepted by the HarMONEY Club. Quarters are as follows:

Jan 01 - Mar 31

Apr 01 - June 30

Jul 01 - Sept 30

Oct 1 - Dec 31

Cut off dates for a contribution is the 12th of each month. I acknowledge that my investment will not begin until the first day of the month after I have delivered my funds to The HarMONEY Club.

EG: funds delivered to The HarMONEY Club by Feb 12th would begin being invested as of March 1st and funds would be available to be withdrawn at the end of June.

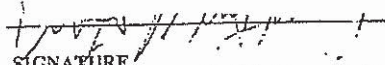
If I wish to withdraw any of my funds I acknowledge that I must notify The HarMONEY Club by the 12th of the month prior to the end of the quarter. EG: for funds to be withdrawn as of July 1st The HarMONEY Club must be notified by the 12th of June.

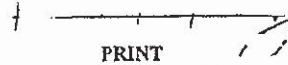
Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase. To do so send a notice to the HarMONEY Club that you want to cancel your purchase. You must send the notice before midnight on the 2nd full business day after you sign the agreement to purchase the investment. You can send the notice by fax or e-Mail or deliver it in person or cause to be delivered in person to the HarMONEY Club at its business address. It is recommended that you keep a copy of the notice for your records and the proof that you delivered or caused to be delivered such notice.

The HarMONEY Club
1288 Ritson Road North
Suite 390
Oshawa, ON
L1G 8B2
Phone: 905-579-1919 Fax 905-440-4668
e-Mail harmonney@bellnet.ca

Signed this _____ of _____, 2008 at _____


SIGNATURE


PRINT

Health and HarMONEY

Personal Information Consent Form

Required by Canadian Bill C-6 *Personal Information Protection and Electronic Documents Act*

By signing below you are authorizing Health and HarMONEY to collect, use, or disclose your personal information that you provide to us for the identified purposes listed below. To achieve the identified purposes listed below, personal information may be shared with third parties such as government or industry agencies, insurers, financial products dealers and financial institutions. If you are providing to us personal information about another individual, such as a family member, or in the case of a commercial client, information about an employee, agent, or representative, then you confirm that you have obtained authorization from them to consent to the above on their behalf.

We collect, use and disclose your personal information to:

- Verify your identity
- Detect and prevent fraud
- Compile statistics, conduct market research and report to regulatory and industry agencies
- Comply with Canadian law and regulatory requirements
- Determine prices, fees and premiums
- Analyze the suitability of our products or services for you
- Investigate and settle claims
- Determine your eligibility for products and/or services that may be of an interest to you from various business partners with whom we have formed an association, and offering these products and services to you.
- Offer renewal coverage for your existing insurance and/or mortgage policy by a referral
- Refer you to financial planning services; provide you with ongoing services; establish and maintain communications, and to respond to your inquiries.

Personal information may be collected, used or disclosed for any of the identified purposes set out above. If your personal information is not needed for one of the identified purposes, we will not use or disclose it without obtaining additional consent from you. Please note that a marketing fee may be exchanged between financial service providers for the service work needed to provide your name and information to such third parties.

Please note that your consent is necessary as Health and HarMONEY transmits your information through secure and encrypted web sites. In addition, the electronic file is stored both on site, and two off site locations. You may withdraw your consent at any time upon reasonable written notice, subject to legal or contractual restrictions. Please note that the withdrawal of consent will affect our ability to provide you with the products and services that you would like to receive.

Client Name <i>[Signature]</i>	Date <i>1/10</i>
Client Signature <i>[Signature]</i>	Staff Witness Signature <i>[Signature]</i>

Printed Name