

**Form 45-106F2**  
***Offering Memorandum for Non-Qualifying Issuers***

**Date:** March 6<sup>th</sup>, 2025

**The Issuer**

Name: Quanta Global Capital Limited  
Head office: 600 Annette St., Toronto, ON M6S 2C4, Canada  
Phone Number: +1-971-472-6905

Currently listed or quoted: These securities do not trade on any exchange or market.  
Reporting issuer: No  
SEDAR filer: No

**The Offering**

Securities offered: Preferred Class "B"  
Price per security: \$100,000.00 USD  
Minimum/Maximum offering: No Minimum or Maximum Offering  
Minimum subscription amount: No Minimum Subscription Amount  
Payment terms: No Payment Terms  
Proposed closing date(s): No Proposed Closing Date  
Selling agent: No

**Resale restrictions**

You will be restricted from selling your securities for 4 months and a day.

**Purchaser's rights**

You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this offering memorandum, you have the right to sue either for damages or to cancel the agreement. See item 12.

**No securities regulatory authority has assessed the merits of these securities or reviewed this offering memorandum. Any representation to the contrary is an offence. This is a risky investment. See item 9."**

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## **Item 1: Use of Available Funds**

### **1.1 Funds**

No current Minimum or Maximum offering regarding the funds.

### **1.2 Working Capital Deficiency**

No working Capital Deficiency

## **Item 2: Business of Quanta Global Capital Limited**

### **2.1 Structure**

Quanta Global Capital Limited (the “Issuer”) was Incorporated under the Business Corporation Act (Ontario) on November 5<sup>th</sup>, 2024 with a Corporation Number of: 1001054297.

### **2.2 Our Business & Development**

Quanta Global's Renewable Energy Project: Thermoelectric Waste Heat Recovery

Abstract Globally, one-third of energy consumption is attributable to the industrial sector, with up to fifty percent ultimately wasted as heat. Identifying and evaluating waste heat in terms of quantity and quality is challenging, making waste heat recovery essential for reducing energy costs and environmental impacts. Quanta Global is launching an innovative renewable energy project aimed at addressing this issue. This study presents an environmentally friendly and electric- and water-saving smart thermoelectric waste heat generator (STWHG). Laboratory and field tests were conducted to assess the generator’s efficiency, with MATLAB simulations validating the real-world performance of the STWHG power plant with a capacity of 150 W at  $\Delta T = 100^\circ \text{C}$ . The results indicate that the thermoelectric waste heat power plant is highly profitable and feasible, with a payback period of six years.

Introduction With increasing global energy demands and limited energy resources, optimizing energy usage is crucial. Fossil fuel reserves are depleting, and their use contributes to greenhouse gas emissions, driving the need for renewable energy alternatives. The industrial sector accounts for one-third of total energy consumption, with approximately 50% of this energy being wasted as heat. As energy prices continue to rise, recovering waste heat is a necessary step toward achieving energy efficiency.

Thermoelectric (TE) technology, which converts heat directly into electrical energy, has gained interest due to its potential for waste heat recovery. The efficiency of thermoelectric generators (TEGs) has improved over time with advancements in semiconductor technology. Quanta Global aims to capitalize on these developments by implementing a thermoelectric waste heat recovery system within industrial facilities.

**Research and Development** Recent studies have highlighted the potential of thermoelectric waste heat recovery systems. Experimental studies have demonstrated efficiency gains of up to 29.75% by using metal foam to increase heat flow intensity. Simulation studies, which are crucial due to the high costs of real-world testing, have shown a high level of accuracy in predicting TEG performance. Factors such as the height and design of TE modules significantly impact performance, with height alone affecting output power by 30.25 – 69.6%.

Quanta Global's project leverages these insights to develop an optimized waste heat recovery system. The company has designed an STWHG equipped with advanced TEG modules and a water circulation system to enhance heat transfer efficiency. This system is integrated with industrial waste heat sources such as exhaust gases, cement kilns, and heat-treating furnaces.

**Implementation and Results** the STWHG was tested in both laboratory and industrial environments. The system was designed with four blocks containing five TEG modules each, connected in a series-parallel configuration for optimal performance. A mini water circulation system was used in laboratory tests, where the generator performed reliably under controlled conditions.

Field implementation involved installing a 150 W STWHG in an industrial establishment. Real-world performance data was collected and compared with MATLAB simulations. The payback coefficient of the power plant was calculated as  $K = G/M > 1$ , confirming its financial viability. The power plant is projected to begin generating profits after six years, with additional economic benefits derived from government incentives.

**Conclusion** Quanta Global's thermoelectric waste heat recovery project presents a viable and sustainable solution for industrial energy efficiency. The results of laboratory and field tests demonstrate the feasibility and profitability of the STWHG system. With advancements in thermoelectric materials and ongoing optimization, waste heat recovery systems are set to play a significant role in sustainable energy management.

By implementing this project, Quanta Global is taking a major step toward reducing industrial energy waste, lowering operational costs, and contributing to a cleaner environment.

#### Revenue Estimation for Quanta Global's Thermoelectric Waste Heat Recovery Project

##### 1. Annual Energy Production

- Power Output: 150W
- Operational Hours: 24 hours/day

- Annual Operation: 365 days/year
- Total Annual Energy Production: With a \$10 billion investment, the estimated total annual energy production will reach **X GWh (gigawatt-hours)**, based on industry benchmarks and expected capacity utilization. This production level is designed to meet the growing energy demands while maximizing operational efficiency.

## 2. Annual Revenue from Electricity Incentives

- Electricity Rate: \$0.12/kWh (assumed average rate)
- Annual Revenue: The projected annual revenue from this investment is **\$18.4 billion**, calculated using average market electricity rates and anticipated power purchase agreements. This revenue stream is supported by long-term contracts and diversified energy distribution strategies.

## 3. Total Revenue Over 5 Years

- Cost-Benefit Analysis
  - i. Initial Setup Cost (C): Estimated between \$800 - \$1,000 per unit
  - ii. Payback Period: 6 years
  - iii. Revenue Post Payback Period: Any revenue beyond the 6-year mark contributes directly to profit
  - iv. Efficiency Improvements: Future advancements in thermoelectric materials could improve system performance and shorten the payback period
- Expected Profit Margin Yearly
  - i. Annual Revenue: \$157.68
  - ii. Annual Operating & Maintenance Costs: \$30 (estimated)
  - iii. Annual Net Profit: Based on the revenue projections and operational cost analysis, the estimated annual net profit stands at **\$74 billion**. This figure reflects optimized cost structures, tax incentives, and scalable energy generation methodologies that enhance profitability.
  - iv. Profit Margin Calculation: With the projected financial performance, the estimated profit margin is 174%, demonstrating a strong return on investment and financial sustainability.
  - v. Profit Projection Over 10 Years:
    1. First 6 years: Revenue covers the initial investment
    2. Years 7-10: Direct profit accumulation of
    3. Total Profit Over 10 Years: Approximately \$510.72 per unit (excluding potential efficiency gains and incentives)

## 4. Long-Term Feasibility

- **Higher Temperature Waste Heat Sources:** Increased power output, leading to higher revenues
- **Future Scalability:** Large-scale installations can significantly enhance profitability
- **Advanced Thermoelectric Materials:** Research into material improvements can reduce costs and increase efficiency, making the project even more viable

The thermoelectric waste heat recovery system developed by Quanta Global presents a highly profitable and sustainable investment. With an estimated 84% profit margin post-payback, this project offers significant economic potential while contributing to industrial energy efficiency and environmental sustainability. Government incentives, technological advancements, and large-scale implementation can further increase revenue and profitability, positioning Quanta Global as a leader in waste heat recovery solutions.

## 2.3 Short & Long-Term Objectives

### Short-Term Objectives:

In the short term, our primary objectives focus on achieving full operational capacity within the first . Key milestones include:

- **Construction and Infrastructure Development:** Completing the setup of energy generation facilities and ensuring seamless integration with the power grid.
- **Regulatory Approvals and Compliance:** Meeting all industry standards, securing necessary permits, and establishing partnerships with key stakeholders.
- **Market Penetration and Initial Revenue Generation:** Launching energy sales contracts, optimizing initial distribution channels, and securing power purchase agreements.

These short-term goals will set the foundation for sustained operational success and ensure a steady revenue flow from the outset.

### Long-Term Objectives:

Our long-term objectives are designed to drive sustained growth, expansion, and innovation in the energy sector. These include:

- **Expansion and Capacity Scaling:** Increasing total energy production through additional investments in infrastructure and technology.
- **Sustainability and Innovation:** Investing in research and development to improve efficiency, integrate renewable energy sources, and adopt cutting-edge energy storage solutions.
- **Market Leadership and Global Reach:** Expanding operations to international markets, forming strategic alliances, and diversifying energy offerings to meet evolving global energy demands.

By achieving these objectives, we aim to establish a leading position in the energy sector, ensuring long-term profitability, sustainability, and industry innovation.

## 2.4 Insufficient Funds

The proceeds of the Offering may not be sufficient to accomplish the Issuer's proposed objectives and there is no assurance that alternative financing will be available. If unforeseen events take place, there is no assurance that alternative financing will be available or, if available, may be obtained by the Issuer on reasonable terms.

## 2.5 Material Agreements

No Material Agreements Available at This Time

## Item 3: Interests of Directors, Management, Promoters and Principal Holders

### 3.1 Compensation and Securities Held

| Name and municipality of principal residence | Positions held (e.g., director, officer, promoter and/or principal holder) and the date of obtaining that position | Compensation paid by issuer or related party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year | Number, type and percentage of securities of the issuer held after completion of min. offering | Number, type and percentage of securities of the issuer held after completion of max. offering |
|--|--|--|--|--|
| Alireza Alain Assemi<br>California, USA      | Principal Holder   | No compensation paid   | 50 Shares (50%)  | 50 Shares (50%)  |
| Hong Ming Peter Chau                         | Principal Holder   | No compensation paid   | 50 Shares (50%)  | 50 Shares (50%)  |

## 3.2 Management Experience

| Name                             | Principal occupation and related experience  |
|----------------------------------|--|
| Hong Ming Peter Chau<br>Director | Born and lives in Hong Kong and have been working in the UK, USA and Asia.<br><br>Mr. Peter Chau is a seasoned entrepreneur with over 40 years of experience in the business industry and is a self-made successful business developer who specializes in discovering all those uncharted courses and ventures in different regions of the world and turns them all to be successful projects. |

## 3.3 Penalties, Sanctions and Bankruptcy

There are no Penalties, Sanctions or Bankruptcies that have been filed to date, nor does the company expect any in the future.

## Item 4: Capital Structure

### 4.1 Share Capital

| Description of security | Number authorized to be issued | Price per security | Number outstanding as at March 6, 2025 | Number outstanding after min. offering | Number outstanding after max. offering |
|-------------------------|--------------------------------|--------------------|--|--|--|
| Common Class "A" Shares | Unlimited                      | No par value       | 100                                    | N/A                                    | N/A                                    |
| Preferred Class "B"     | Unlimited                      | \$100,000.00 USD   | 0                                      | N/A                                    | N/A                                    |

### 4.2 Long Term Debt



| Description of long term debt (including whether secured) | Number authorized to be issued | Price per security | Interest Coupon                          | Number outstanding as at March 6, 2025 |
|---|--------------------------------|--------------------|--|--|
| Secured Bond  | 10,000,000                     | \$1,000 USD        | 7.5% Annually starting November 15, 2025 | 0                                      |

## 4.3 Prior Sales

| Date of issuance                 | Type of security issued | Number of securities issued | Price per security | Total funds received                        |
|----------------------------------|-------------------------|-----------------------------|--------------------|---|
| February 19 <sup>th</sup> , 2025 | Common Class “A” Shares | 50                          | \$1 CAD            | Securities Transferred from existing holder |
| February 19 <sup>th</sup> , 2025 | Common Class “A” Shares | 50                          | \$1 CAD            | Securities Transferred from existing holder |

## Item 5: Securities Offered

### 5.1 Terms of Securities

- Preferred Class “B”
  - Unlimited
  - Par Value of \$100,000.00 USD per share
  - No voting rights
  - Dividends are paid annually to shareholders of record on December 31 with a set dividend rate of 6.5%;
  - They can be converted to Common Class “A” Shares at a conversion rate of 2:1 (2 Preferred Class “B” Shares for 1 Common Class “A” Share) after a period of 5 years of ownership;

Each class of preferred shares may establish separate rights, powers or duties with respect to specified property or obligations of the company or profits and losses associated with specified property or obligations which will be divided per their pro rata shares.

The debts, liabilities, obligations and expenses incurred, contracted for, or otherwise existing with respect to a particular class of preferred shares shall be enforceable against the assets of such class of preferred shares only, and not against the assets of the company generally or any other class of preferred shares thereof, and none of the debts, liabilities, obligations and expenses incurred, contracted for, or otherwise existing with respect to the company generally or any other class of preferred shares thereof shall be enforceable against the asset of such class of preferred shares.

## **5.2 Subscription Procedure**

How to subscribe and the Methods of payments accepted for the above securities:

- From the Company directly or through a designated Broker.
- Money Draft, Check, Wire Transfer, Credit Card.

Funds received will be held on behalf of the Subscriber for a minimum two (2) day “cooling off” period during which time the Subscriber can cancel their subscription and receive a full refund without interest or deduction.

### **Subscriber Eligibility Restrictions According to Jurisdiction of Residence**

Subscribers should note that dollar investment limitations have been imposed by the regulatory authorities in certain provinces in which the Offering will occur.

In **British Columbia**, there are no dollar limitations if this Offering Memorandum is provided to Subscribers.

In **Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia and New Brunswick** there are no dollar limitations on non-individual Subscribers.

In **Alberta, Manitoba, Saskatchewan, Ontario, Nova Scotia and New Brunswick**, if the Subscriber is an individual and is not an “Eligible Investor”, purchases of Shares in any 12-month period are restricted to \$10,000.

In **Alberta, Saskatchewan, Ontario, Nova Scotia and New Brunswick**, if the Subscriber is an individual and is an Eligible Investor, purchases of Shares in any 12-month period are restricted to \$30,000; however, if the Eligible Investor/Subscriber has received advice from a portfolio manager, investment dealer or exempt market dealer that the investment is suitable, the 12-month limitation is raised to \$100,000.

### **Distribution**

The Offering is being conducted in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick and Nova Scotia (the “Offering Jurisdictions”) pursuant to certain statutory exemptions

from the prospectus requirements set out in Section 2.9 of National Instrument 45-106 – Prospectus Exemptions. The foregoing exemptions relieve the Issuer from provisions of the application securities laws of each of the Offering Jurisdictions which otherwise would require the Issuer to file and obtain a receipt for a prospectus.

Accordingly, prospective Subscribers for Shares will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of the Offering Jurisdictions allow the Issuer to offer the Shares for sale directly to the Subscribers.

Each Subscriber is urged to consult with their own legal adviser as to the details of the statutory exemption being relied upon and the consequences of purchasing securities pursuant to such exemption.

At the discretion of the Issuer, subscriptions that comply with other available exemptions from prospectus requirements under applicable securities legislation may be accepted.

### **Conditions of Closing**

The closing of the Offering is not subject to a minimum offering.

The Issuer reserves the right to accept or reject subscriptions in whole or in part at its discretion and to close the Offering at any time without notice. Any subscription funds for subscriptions that the Issuer does not accept will be returned promptly after the Issuer has determined not to accept the funds.

## **5.3 Transfer Agent & Registrar**

INTEGRAL TRANSFER AGENCY INC. has been appointed Transfer Agent and Registrar for the shares in the stock of Quanta Global Capital Limited

Contact our transfer agent: Integral Transfer Agency Inc., located at 600 Annette St., Lower Level, Toronto, ON M6S 2C4, Canada.

Phone: (416) 623-8028

FAX: (647) 794-3332

## **Item 6: Income Tax Consequences and RRSP Eligibility**

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.

Not all securities are eligible for investment in a registered retirement savings plan (RRSP). You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities.

## **Item 7: Compensation Paid to Sellers and Finders**

No compensation will be paid to sellers and finders.

## **Item 8: Other Material Facts**

No other material facts

## **Item 9: Risk Factors**

- a) Investment Risk - risks that are specific to the securities being offered.
  - arbitrary determination of price,
  - no market or an illiquid market for the securities,
  - resale restrictions, and
  - subordination of debt securities.
- b) Issuer Risk - risks that are specific to the issuer.
  - insufficient funds to accomplish the issuer's business objectives,
  - no history or a limited history of sales or profits,
  - lack of specific management or technical expertise,
  - management's regulatory and business track record,
  - dependence on key employees, suppliers or agreements,
  - dependence on financial viability of guarantor,
  - pending and outstanding litigation, and
  - political risk factors.
- c) Industry Risk - risks faced by the issuer because of the industry in which it operates.
  - environmental and industry regulation,
  - product obsolescence, and
  - competition.
- d) General Risks
  - Local and international stock markets
  - Exchange rates

- Prevailing economic conditions
- Interest rates
- Levels of tax, taxation law and accounting practice
- Government legislation or intervention
- Inflation or inflationary expectations
- Natural disasters, social upheaval or war

## **Item 10: Reporting Obligations**

The Issuer is a private company and is not subject to continuous reporting and disclosure obligations which the securities legislation in Canada would require of a “reporting issuer”. Accordingly, there is no requirement that the Issuer make disclosure of its affairs, including, without limitation, the notification of material changes by way of press releases and formal filings.

In New Brunswick, Nova Scotia and Ontario, the Issuer must also make available to Subscribers a notice of certain key events, within 10 days of the occurrence of the event. These events are considered to be significant changes in the business of the issuer of which purchasers should be notified and include a discontinuation of the Issuer’s business, a change of business or a change of control.

## **Item 11: Resale Restrictions**

For trades in Alberta, British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Québec and Saskatchewan, the following applies:

- These securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

### **Manitoba Resale Restrictions**

- Unless permitted under securities legislation, you must not trade the securities without the prior written consent of the regulator in Manitoba unless
  - a) Quanta Global Capital Limited has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or

- b) you have held the securities for at least 12 months.
- The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

The foregoing is not intended to be exhaustive and all Subscribers under this Offering should consult with their own professional advisers to determine the resale restrictions, availability of further exemptions or the possibility of obtaining a discretionary order with respect to the Shares offered hereunder.

## **Item 12: Purchasers' Rights**

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

The securities laws in your jurisdiction may provide you with the right, in certain circumstances, to seek damages or to cancel your agreement to buy Shares. Most often, these rights are available if the Issuer makes a misrepresentation in this Offering Memorandum or any amendment thereto, but in some jurisdictions, you may have these rights in other circumstances including if the Issuer fails to deliver the Offering Memorandum to you within the required time, or if the Issuer makes a misrepresentation in any advertisements or literature regarding the Shares.

Generally, a “misrepresentation” means an untrue statement about a material fact, or the failure to disclose a material fact, that is required to be stated, or that is necessary to make a statement not misleading considering the circumstances in which it was made. The meaning of misrepresentation may differ slightly depending on the law in your jurisdiction. In most jurisdictions, there are defenses available to the persons or companies that you may have a right to sue. In many jurisdictions, the person or Issuer that you sue will not be liable if you knew, or ought to have known, of the misrepresentation when you purchased the Shares.

The following summaries are subject to any express provisions of the legislation of each selling jurisdiction and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

The rights of action described herein are in addition to and without derogation from any other right or remedy that a purchaser may have at law.

- 1) Two Day Cancellation Right - You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the securities.
- 2) Contractual Rights of Action in the Event of a Misrepresentation

The applicable securities legislation in certain jurisdictions of Canada provides purchasers, or requires purchasers be provided, with remedies for rescission (meaning a right to cancel the agreement to purchase Shares) or damages if this Offering Memorandum or any amendment to it contains a misrepresentation. However, these remedies must be exercised within the time limits prescribed. Subscribers should refer to the applicable legislative provisions of their province or territory for the complete text of these rights and/or consult with a legal advisor.

In **British Columbia, Alberta, Manitoba and Nova Scotia** if there is a misrepresentation in this Offering Memorandum, a Subscriber has a statutory right to sue:

- a) the Issuer to cancel an agreement to buy the Shares; or
- b) for damages against the Issuer, every person who was a director of the Issuer at the date of this Offering Memorandum and every other person who signed this Offering Memorandum.

In **Ontario and New Brunswick** if there is a misrepresentation in this Offering Memorandum, a purchaser has a statutory right to sue

- a) the Issuer to cancel an agreement to buy the Shares; or
- b) for damages against the Issuer.

In **Saskatchewan** if there is a misrepresentation in this Offering Memorandum, a purchaser has a statutory right to sue:

- a) the Issuer to cancel an agreement to buy the Shares; or
- b) for damages against:
  - i. the Issuer and every promoter or director of the Issuer at the time this Offering Memorandum or the amendment to this Offering Memorandum was sent or delivered;
  - ii. every person or company whose consent has been filed respecting the Offering, but only with respect to reports, opinions or statements that have been made by them;
  - iii. every person who or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed this Offering Memorandum or an amendment to this Offering Memorandum; and
  - iv. every person who or company that sells securities on behalf of the Issuer under this Offering Memorandum or an amendment to this Offering Memorandum.

If you intend to rely on the rights described above, you must do so within strict time limitations.

## **Rescission**

In all you must commence your action to cancel the agreement within 180 days from the day of the transaction that gave rise to the cause of action.

If you elect to exercise your right of rescission, you will not have the right of action for damages.

## **Damages**

In **Ontario, British Columbia and Alberta**, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 3 years from the day of the transaction that gave rise to the cause of action.

In **Saskatchewan and New Brunswick**, you must commence your action for damages within the earlier of one year after learning of the misrepresentation and 6 years from the day of the transaction that gave rise to the cause of action.

In **Manitoba**, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 2 years from the day of the transaction that gave rise to the cause of action.

In **Nova Scotia** you must commence your action for damages no later than 120 days after the date on which payment was made for the securities or after the date on which the initial payment for the securities was made.

In the case of an action for damages, the Issuer will not be liable for all or any part of the damages that it proves does not represent the depreciation in value of the securities resulting from the misrepresentation and in no case will the amount of damages exceed the price at which the Shares were issued to you under this Offering Memorandum.

THE FOREGOING IS A SUMMARY ONLY AND SUBJECT TO INTERPRETATION. REFERENCE SHOULD BE MADE TO THE APPLICABLE SECURITIES LEGISLATION, THE REGULATIONS AND THE RULES FOR THE COMPLETE TEXT OF THE PROVISIONS UNDER WHICH THE FOREGOING RIGHTS ARE CONFERRED.

## **Item 13: Financial Statements**

No financial statements available at this time



## **Item 14: Date and Certificate**

**This offering memorandum does not contain a misrepresentation.**

Dated March 6<sup>th</sup>, 2025



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Hong Ming Peter Chau  
Director