

**PRIVATE PLACEMENT
SUBSCRIPTION AGREEMENT**

Play^{for}Pay Inc.
A Wyoming Corporation

INSTRUCTIONS

**Please, provide the required information in the appropriate areas.
Print out this Subscription Agreement and fax to: +1 604 574 2466**

Investors:

Please fill in section 1.1 and fully complete the execution page.

1.1 Subscription for Securities.

Based upon the terms and representations of this Agreement given by each party to the other, the Subscriber hereby irrevocably subscribes for and agrees to purchase _____ shares of the Common Stock (the "Shares") of **Play^{for}Pay Inc.**, (the "Company") at a purchase price of **USD \$0.25 per Share**.

The undersigned subscriber (sometimes hereinafter referred to as the "Subscriber"), agrees to pay an aggregate of \$ _____ as a subscription for the Shares being purchased hereunder. The entire purchase price is due and payable upon the execution of the Subscription Agreement, and shall be paid by certified check made payable to the order of **Three Crowns Marketing Corporation**, or by wire transfer as per instructions below.

1.2 Method of Subscription.

Subscription for securities shall be made by:

- a) Delivering to **Three Crowns Marketing Corporation**, an originally executed copy of this Agreement:

By Mail: #216 – 5455 – 152nd Street, Surrey, BC V3S 5A5
By Fax: 604 574 2466

- b) Payment of the Subscription Price in the following manner:

US FUNDS

Bank Name: RBC Royal Bank
Bank Address: 1-11600 Cambie Road Richmond, BC
Swift Number: ROYCATT2
Branch: 04960
Account Number: 4003125
Account Name: Three Crowns Marketing Corporation

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2.0 The undersigned represents warrants and agrees as follows:

- a) This Subscription is and shall be irrevocable
- b) Subscriber has carefully read this Subscription Agreement, all of which the undersigned acknowledges has been provided to him. The undersigned has been given the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of this Offering and the Disclosure Materials and to obtain such additional written information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the same, as the undersigned desires in order to evaluate the investment. The undersigned further acknowledges that he/she has received no representation or warranties from the Company, the Issuers Agent or their respective employees or agents in making this investment decision other than as set forth in the Disclosure Materials.
- c) Subscriber is aware that the purchase of the Shares is a speculative investment involving a degree of risk and that there is no guarantee that he/she will realize any gain from this investment, and that the entire investment could be lost.
- d) Subscriber understands that no Federal, State or Provincial agency has made any finding or determination regarding the fairness of this Offering of the Shares for investment or any recommendation or endorsement of this Offering.
- e) Subscriber, if an individual, has adequate means of providing for his/her current needs and personal and family contingencies and has no need for liquidity in this investment in the Shares. The undersigned has no reason to anticipate any material change in his/her financial condition for the foreseeable future.
- f) Subscriber is financially able to bear the economic risk of this investment, including the ability to hold **Play^{for}Pay Inc.** shares indefinitely or to afford a complete loss of his/her investment.
- g) Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to his/her net worth and the investment in the Shares will not cause such overall commitment to become excessive.
- h) The funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control or are otherwise funds as to which the undersigned has the sole right of management.
- i) **FOR PARTNERSHIP, CORPORATIONS, TRUSTS OR OTHER ENTITIES ONLY:**
If the undersigned is a partnership, corporation, trust or other entity, the undersigned acknowledges possession of the authority of the individual executing this Subscription Agreement to act on its behalf. The undersigned has the full power and authority to execute the Subscription Agreement on behalf of such entity and to make the representations and warranties made herein on its behalf.
- j) The address shown under the undersigned's signature at the end of this Subscription Agreement is the undersigned's principal residence if he/she is an individual or its principal business address if a corporation or other entity.
- k) Subscriber 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.

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- l) Subscriber expressly acknowledges and agrees that the Company is relying upon the undersigned's representation contained in the Subscription Documents.
- m) Subscriber acknowledges that he/she understands the meaning and legal consequences of the representations and warranties which are contained herein.

3. The Company represents that it is duly and validly incorporated, and is validly existing and in good standing as a Wyoming Corporation, and has all requisite power and authority and all necessary authorizations, approvals and orders required as of the date hereof to own its properties and conduct its business, and to enter into this Subscription Agreement and to be bound by the provisions and conditions hereof, and is in good standing with any governmental entity which would impose requirements as a result of the amount of business done by the Company in that entity.

4. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of his/her or its rights hereunder or under any other agreement, instrument or papers signed by any of them with respect to the subject matter hereof unless such waiver is in writing signed by the party waiving said right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other agreement, instrument, or paper, will be cumulative, and may be exercised separately or concurrently.

5. The parties have not made any representation or warranties with respect to the subject matter hereof not set forth herein, and this Subscription Agreement, together with any instruments executed simultaneously herewith, constitutes the entire agreement between them. All understandings and agreements heretofore had between the parties with respect to the subject matter hereof are merged in this Subscription Agreement and any such instrument, which alone fully and completely express their agreement.

6. This Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing, which is signed by all of the parties to this Agreement.

7. The parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions reasonably required to effectuate this Subscription Agreement and the intent and purposes hereof.

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EXECUTION BY SUBSCRIBER

SUBSCRIBER STATEMENT

I, the Subscriber, have sought such independent counsel as I consider necessary and I have read this Agreement carefully and accept, agree and acknowledge the representations and terms thereof in full and without exception and agree that this Agreement constitutes the entire agreement between us and there are no collateral representations or agreements.

Exact Name in Which Title is to be Held

Signature

Name (Please Print)

Residence (Number & Street)

City

Province

Postal/Zip Code

Phone

Fax

Email

Acceptance by the Company

Play^{for}Pay Inc., hereby accepts the above subscription by the Subscriber

Signed this _____ day of _____, 2008

Authorized Signatory

Fund Tracking

To be completed by Subscriber after funds are wired to **Play^{for}Pay Inc.**

Date of wire transaction: _____ / _____ / _____

Amount wired: _____

Tracking Number: _____