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BARREL ENERGY INC.

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CONFIDENTIALITY OF PERSONAL FINANCIAL INFORMATION

The date of this Memorandum is November 5, 2018

**BARREL ENERGY INC.,
A Nevada corporation**

SUBSCRIPTION AGREEMENT

1. Subscription. I hereby agree to purchase _____ Units offered by (the "Company") at a price of US\$0.50 per Unit in accordance with the terms and conditions of the Private Offering Memorandum dated November 5, 2018 (the "Private Offering Memorandum"). Each Unit is comprised of (a) one (1) share of common stock, \$0.001 par value and (b) one (1) warrant to purchase one (1) share of common stock for \$0.50 during the three (3) year term of the warrant. This subscription may be rejected by the Company in whole or in part.

2. Representations and Warranties. I warrant and represent to the Company that:

a. The Securities are being purchased by me for investment only, for my own account and not with a view to the offer or sale in connection therewith, or the distribution thereof, and I am not participating, directly or indirectly, in an underwriting of any such Securities.

b. I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter of the Securities, as defined in Section 2(11) of the United States Securities Act of 1933, as amended (the "Act").

c. I have received and read a copy of the Private Offering Memorandum.

d. I (and my purchaser representative, if any) have had an opportunity to ask questions of, and receive answers from the officers of the Company to verify the accuracy and completeness of the information set forth in the Private Offering Memorandum.

e. In determining whether to make an investment in the Securities, I am not relying on any private offering memorandum other than the Private Offering Memorandum referred to above.

f. I am aware that the Securities have not been registered under the Act, but rather are being offered in reliance upon an exemption from the registration requirements of that Act.

g. I am aware that (A) that the Securities being offered will not be transferable unless such Securities are registered or exempt from registration, and (B) the subsequent sale or other disposition of such Securities in the United States of America would require, in the absence of such registration, the satisfaction of such conditions as the Company may require.

h. I hereby represent and warrant that all the representations, warranties and acknowledgments contained in this Subscription Agreement are true, accurate and complete as of the date hereof.

3. Restrictions on Transferability. I hereby agree that the Securities being purchased by me may be stamped or otherwise imprinted with a conspicuous legend in substantially the following form:

The securities represented by this certificate may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the United States Securities Act of 1933 (the "Act"), or pursuant to an exemption from registration under the Act, the availability of which is to be established to the satisfaction of the issuer.

I further agree that the Securities may also be stamped with any other legend(s) required by other applicable securities laws (the "Other Applicable Acts").

The Securities shall be sold, pledged, assigned, hypothecated or otherwise transferred, with or without consideration ("Transfer") only pursuant to an effective registration statement under the Act, or pursuant to an exemption from registration under the Act, the availability of which is established to the satisfaction of the Company, which may include an opinion of my counsel, which cost shall be borne by me, as to the availability of such an exemption. I realize that by becoming a holder of the Securities pursuant to the terms of the legend set forth above, I agree, prior to any Transfer, to give written notice to the Company expressing my desire to effect the Transfer and describing the proposed Transfer.

Upon receiving any such notice, the Company shall present copies thereof to counsel for the Company and the following provisions shall apply:

a. If, in the opinion of such counsel, the proposed Transfer may be effected without registration thereof under the Act and any Other Applicable Acts, the Company shall promptly thereafter notify the holder of such Securities whereupon such holder shall be entitled to effect the Transfer, all in accordance with the terms of this notice delivered by such holder to the Company, and upon such further terms and conditions as shall be required by the Company in order to assure compliance with the Act and the State Acts.

b. If, in the opinion of such counsel, the Transfer may not be effected without registration under the Act and/or any Other Applicable Acts, a copy of such opinion shall promptly be delivered to the holder who had proposed the Transfer and the Transfer shall not be made unless registration of the Transfer is then in effect.

5. Offshore Transaction

I (the "Buyer") am not a resident of the United States, and since the securities were not offered or sold within the United States, then I warrant and represent to the Company the following:

- (i) The Buyer is not a U.S. Person (as defined in Regulation S) or if the Buyer is not a natural person, is not organized under the laws of any jurisdiction within the United States, was not formed by a U.S. Person for the purpose of investing in

Regulation S securities and is not otherwise a U.S. Person. The Buyer is not, and on the date of acceptance of this Agreement by the Seller, will not be, an affiliate of the Company;

- (ii) At the time the buy order was originated, the Buyer was outside the United States and is outside of the United States as of the date of the execution and delivery of this Agreement;
- (iii) No offer to purchase the Securities was made by the Buyer in the United States;
- (iv) The buyer is purchasing the Securities under the laws of his or its jurisdiction of residence and domicile, and the offer and sale of the Securities will not violate the securities or other laws of such jurisdiction;
- (v) All offers and sale of any of the Securities by the Buyer prior to the end of the restricted period (Restricted Period) as defined by Regulation S, will be made in accordance with the securities laws of any applicable jurisdiction and in accordance with Regulation S or pursuant to registration of Securities under the 1933 Act or pursuant to an exemption from registration.
- (vi) The transaction contemplated by this Agreement (a) has not been and will not be pre-arranged by the Buyer with a purchaser located in the United States or a purchaser which is a U.S. Person, and (b) are not and will not be part of a plan or scheme by the Buyer, to evade the registration provisions of the 1933 Act;
- (vii) The Buyer understands that the Securities are not registered under the 1933 Act and are being offered and sold to it in reliance on specific exclusions from the registration requirements of United States Federal and State securities laws, and that the Company is relying upon the truth and accuracy of the representation, warranties, agreements, acknowledgements and understandings of the Buyer set forth herein in order to determine the applicability of such exclusions and the suitability of the Buyer to acquire the Securities;
- (viii) The Buyer shall take all reasonable steps to ensure its compliance with Regulation S and shall promptly send to each purchaser who acts as a distributor, dealer or person receiving a selling concession, fee or other remuneration with respect to any of the Securities, and who purchases prior to the expiration of one year from the date of this Agreement, a confirmation or other notice to the purchaser stating that the purchaser is subject to the same restrictions on offers and sales as the Buyer pursuant to Regulation S;
- (ix) The Buyer has not conducted or permitted and shall not conduct or permit on its behalf any “directed selling efforts” as that term is defined in Rule 902(b) of Regulation S; nor has the Buyer conducted any general solicitation relating to the offer and sale of any of the Securities in the United States or elsewhere;

- (x) All invitations, offers and sales of or with respect to any of the Securities, by the Buyer and any distribution by the Buyer of any documents relating to any offer by it of any of the Securities will be in compliance with applicable laws and regulations and will be made in such a manner that no prospectus need be filed and no other filing need be made by the Company with any regulatory authority or stock exchange in any country or any political sub-division of any country; and
- (xi) The Buyer will not make any offer of sale of the Securities by any means which would not comply with the law and regulations of the territory in which such offer or sale takes place or to which such offer or sale impose upon the Company any obligation to satisfy any public filing or registration requirement or provide or publish any information of any kind whatsoever or to otherwise undertake or become obligated to do any act.
- (xii) The Buyer certifies that it is not acquiring the Securities for the account of any U.S. Person and agrees to resell such Securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act of 1933 (the "Act") or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Act.

7. Payment of Subscription. Enclosed herewith is a personal check (or bank cashier's certified check) payable to the order of the Company for the Securities purchased. I recognize that if my subscription is rejected, in whole or in part, the funds delivered herewith, to the extent that my subscription has been rejected, will be returned to me without deduction therefrom or interest thereon, as soon as practicable.

8. Notices. Any notices or other communications required or permitted hereby shall be sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, and, if to the Company, at the address to which this letter Subscription Agreement is addressed, and, if to me, at the address set forth below my signature hereto, or to such other addresses as either the Company or I shall designate to the other by notice in writing.

9. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to my personal and legal representatives, heirs, guardians, successors and permitted assignees.

10. Reliance Upon Representations. I understand that the Company is relying upon the accuracy of the representations and warranties which I have made in this agreement. I agree to indemnify the Company (and any control persons of such entities) for any loss they may suffer as the result of any false or misleading warranty, representation or statement of facts which I have made in connection with the purchase of the Securities.

11. Applicable Law/Arbitration. This Subscription Agreement shall be governed by and construed in accordance with the laws of Nevada and, to the extent it involves any United

States statute, in accordance with the laws of the United States. Any dispute, claim or controversy involving this Subscription Agreement, or the circumstances surrounding the sale of the securities described in this Subscription Agreement shall be settled through binding arbitration in accordance with the rules of the American Arbitration Association in Las Vegas, Nevada.

IN WITNESS WHEREOF, I have executed and sealed this Subscription Agreement this ___ day of _____, 20__.

Typed or Printed Name

Signature of Subscriber

Residence Address

City, State & Zip Code

ACCEPTED:

BARREL ENERGY INC.

By: _____

Dated: _____, 20__.

RETURN THIS SUBSCRIPTION AGREEMENT TO:

BARREL ENERGY INC.

Attn: Chairman

8275 S. Eastern Ave., Ste 200, Las Vegas, NV 89123 U.S.A.