



DATABLE TECHNOLOGY CORPORATION

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Vancouver, British Columbia Canada V6B 2W9
Telephone: 604-639-5440

INFORMATION CIRCULAR

as at July 26, 2024 (except as otherwise indicated)

This Information Circular is furnished in connection with the solicitation of proxies by the Management of Datable Technology Corporation (the “Company”) for use at the annual general meeting (the “Meeting”) of its shareholders to be held on September 6, 2024 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.

In this Information Circular, references to “the Company”, “Datable”, “we” and “our” refer to Datable Technology Corporation. “Common Shares” or “Shares” means common shares without par value in the capital of the Company. “Registered Shareholders” means shareholders who hold their Common Shares in their own name. “Beneficial Shareholders” means shareholders who do not hold Common Shares in their own name, and “intermediaries” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

The Company will pay intermediaries, including Broadridge Financial Solutions Inc. (“Broadridge”), to deliver proxy-related materials to the non-objecting beneficial shareholders (the “NOBOs”). The Company does not intend to pay for intermediaries to forward the proxy related materials to the objecting beneficial shareholders (the “OBOs”). Accordingly, OBOs will not receive such documents unless their respective Intermediaries assume the cost of forwarding such documents to them.

Appointment of Proxyholder

The individuals named in the accompanying form of proxy (the “Proxy”) are an officer and/or director of the Company. If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.

Voting by Proxyholder

The persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors,
- (b) any amendment to or variation of any matter identified therein, and
- (c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter.

Registered Shareholders

Registered shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered shareholders electing to submit a Proxy may do so if they:

- (a) complete, date and sign the Proxy and return it to the Company's transfer agent, TSX Trust Company ("TSX Trust"), by fax at (416) 595-9593, or by mail to Suite 301, 100 Adelaide Street, Toronto, Ontario M5H 4H1; or
- (b) log on to TSX Trust's website at www.voteproxyonline.com. Registered shareholders must follow the instructions provided on the website and refer to the Proxy form enclosed with the notice package for the holder's account number and the proxy access number and the control number.

Regardless of the method a registered shareholder chooses to submit their Proxy, they must ensure that the Proxy is received by TSX Trust no later than 10:00 a.m. (Pacific Time) on Wednesday, September 4, 2024, being at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof.

Your Company's Shares will be voted for or against or withheld from voting on each item listed on the Proxy in accordance with your instructions on your Proxy.

If you do not specify how you want to vote on any item listed on the Proxy, the directors or officers named in the Proxy will vote the Shares represented by the Proxy FOR the approval of that item.

If you choose to appoint someone other than the directors or officers named in the Proxy to vote on your behalf at the Meeting, he or she will vote your Shares in accordance with your instructions. On items for which you do not specify how you want to vote, your proxyholder will vote your Company Shares as he or she sees fit.

The Proxy also gives discretionary authority to the proxyholder, whether a director or officer of the Company or a person named by you, to vote your Shares as he or she sees fit on any other matter that may properly come before the Meeting.

Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold Common Shares in their own name. Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Company as the registered holders of Common Shares) or as set out in the following disclosure.

If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in the shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the shareholder's broker or an agent of that broker (an "intermediary"). In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of shareholders. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "OBOs" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for Non-Objecting Beneficial Owners).

The Company is taking advantage of the provisions of National Instrument 54-101 "*Communication with Beneficial Owners of Securities of a Reporting Issuer*" that permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a Voting Instruction Form ("VIF") from our transfer agent, TSX Trust. These VIFs are to be completed and returned to TSX Trust in the envelope provided or by facsimile. In addition, TSX Trust provides internet voting as described on the VIF itself which contain complete instructions. TSX Trust will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive.

These securityholder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding securities on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding securities on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please

return your voting instructions as specified in your request for voting instructions.

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company’s Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, you should insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge’s instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any shareholder’s representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted at the Meeting or to have an alternate representative duly appointed to attend the Meeting and to vote your Common Shares at the Meeting.**

Notice to Shareholders in the United States

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) and Canadian provincial securities laws. The proxy solicitation rules under the United States Securities Exchange Act of 1934, as amended, are not applicable to the Company or this solicitation, and this Information Circular has been prepared in accordance with the disclosure requirements of applicable Canadian provincial securities laws which differ from the disclosure requirements of United States federal securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the BCBCA, certain of its directors and its executive officers are residents of Canada, and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

Revocation of Proxy

Any Registered Shareholder who has returned a Proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a Registered Shareholder or its attorney authorized in writing may revoke a Proxy by an instrument in writing, including a proxy bearing a later date. The instrument revoking the Proxy must be deposited with TSX Trust within the time period and in the manner set out under the heading Appointment of Proxies above, or at the address of the registered office of the Company at 1500 Royal Centre, 1055 West Georgia Street, P.O. Box 11117, Vancouver, British Columbia, V6E 4N7, at any time up to and including the last business day preceding the date of the Meeting or any adjournment thereof, or with the chair of the Meeting on the day of the Meeting.

Only Registered Shareholders have the right to revoke a Proxy. A Beneficial Shareholder who wishes to change its vote must provide instructions in advance of the cut-off date specified by its Intermediary, so that the Intermediary can change the voting instructions on the Beneficial Shareholder’s behalf.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as otherwise disclosed in this Information Circular, particularly with respect to the amendment to the Company’s fixed share option plan and fixed restricted share option plan, and increases to maximum number of shares to both the Company’s fixed share option plan, as amended and the Company’s fixed restricted share unit plan, as amended, no director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, the appointment of auditor, to approve the adoption of the Company’s new Omnibus Incentive Plan and as may be set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors (the “Board”) of the Company has fixed July 26, 2024 as the record date (the “Record Date”) for determination of persons entitled to receive notice of the Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

Effective July 3, 2024, the Company effected a share consolidation at a share ratio of 10 pre-consolidation common shares for one (1) post-consolidated common share.

The authorized capital of the Company consists of an unlimited number of Common Shares without par value, without Special Rights or Restrictions attached and an unlimited number of Preferred shares without par value, with Special Rights or Restrictions attached. As of July 26, 2024, there were 22,107,251 (Post-consolidated) Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares. No Preferred shares have been issued.

The Company’s Common Shares are listed on the TSX Venture Exchange under stock symbol “DAC” and on the OTC Pink under stock symbol “TTMZF”.

To the knowledge of the directors and executive officers of the Company, as at July 26, 2024 record date, except as set forth below, there are no persons or corporations that beneficially owned, directly or indirectly, or exercised control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company.

Shareholder Name ⁽¹⁾	Number of Common Shares Held ⁽¹⁾	Percentage of Issued Common Shares
CDS & Co. 100 Adelaide St W Suite 300 Toronto, ON M5H 1S3	17,802,547 (post-consolidated)	80.528%

Note:

⁽¹⁾ CDS & Co is a share depository, the beneficial ownership of which is unknown to the Company. The above information has been furnished to the Company by the Company’s Transfer Agent, Computer Share Investor Services Inc.

FINANCIAL STATEMENTS

The Company filed its annual consolidated financial statements for the years ended December 31, 2022 and 2021, the report of the auditor and the related management discussion and analysis thereon under the Company’s SEDAR+ corporate website at www.sedarplus.ca on June 28, 2023, and will be tabled at the Meeting.

ELECTION OF DIRECTORS

The Company currently has four directors and pursuant to the Company’s Articles, the Board has determined the number of Directors to comprise the Board for the ensuing year at four. All of the nominees for election at the Meeting are currently directors of the Company. The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director’s office is vacated earlier in accordance with the provisions of the *Business Corporations Act* (British Columbia), each director elected at the Meeting will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected, until a successor is elected.

Advance Notice Provision

At the Company’s annual general and special meeting held on June 15, 2015, the shareholders of the Company approved the adoption of new Company articles, which new Articles include advance notice provisions (the “**Advance Notice Provisions**”). The Advance Notice Provisions provide for advance notice to the Company in circumstances where nominations of persons for election to the Board of directors of the Company are made by shareholders of the Company other than pursuant to (i) a requisition of a meeting made pursuant to the provisions of the *Business Corporations Act* (British Columbia) (“BCA”) or (ii) a shareholder proposal made pursuant to the provisions of the BCA.

The purpose of the Advance Notice Provisions is to foster a variety of interests of the shareholders and the Company by ensuring that all shareholders - including those participating in a meeting by proxy rather than in person - receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice Provisions fix a deadline by which holders of Common Shares must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the minimum information

that a shareholder must include in the notice to the Company for the notice to be in proper written form.

The Advance Notice Provisions also require all proposed director nominees to deliver a written representation and agreement that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person’s term in office as a director.

The foregoing is merely a summary of the Advance Notice Provisions, is not comprehensive and is qualified by the full text of such provisions which is available under the Company’s profile on SEDAR+ at www.sedarplus.ca.

The Company did not receive notice of a nomination in compliance with the Advance Notice Provisions, and as such, any nominations other than nominations by or at the direction of the Board or an authorized officer of the Company will be disregarded at the Meeting.

Director Nominees

The following disclosure sets out the names of management’s nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, the principal occupation, business or employment of each director nominee, the period of time during which each nominee has been a director of the Company and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, at the date of this Information Circular. Effective July 3, 2024, the Company effected a share consolidation at a share ratio of 10 pre-consolidation common shares for one (1) post-consolidated common share.

Name of Nominee, Current Position with the Company and Province or State and Country of Residence	Principal Occupation, Business or Employment ⁽¹⁾	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled or Directed ⁽¹⁾
Kim Oishi⁽⁶⁾⁽⁷⁾⁽⁸⁾ <i>Executive Chairman, Chief Financial Officer and Director</i> British Columbia, Canada	Founder and President of Grand Rock Capital Inc., a private company that invests in high growth companies, and provides consulting services for investor relations, corporate finance, business development, mergers and acquisitions. Refer to “Director Biographies” below.	Since August 2, 2011	1,901,769 ⁽²⁾
Robert Craig <i>CEO, President and Director</i> British Columbia, Canada	CEO, President and a Director of the Company Refer to “Director Biographies” below.	Since October 30, 2014	1,381,347 ⁽³⁾
Yu Cai (Rick) Huang⁽⁶⁾⁽⁷⁾⁽⁸⁾ <i>Director</i> British Columbia, Canada	CFO and Director of The Yield Growth Corp. Refer to “Director Biographies” below.	Since June 28, 2016	168,800 ⁽⁴⁾

Name of Nominee, Current Position with the Company and Province or State and Country of Residence	Principal Occupation, Business or Employment ⁽¹⁾	Period as a Director of the Company	Common Shares Beneficially Owned or Controlled or Directed ⁽¹⁾
Adam Kniec ⁽⁶⁾⁽⁷⁾⁽⁸⁾ <i>Director</i> British Columbia, Canada	President and owner of ArkOrion Enterprises Inc. (August 2007 to present) a private consulting company providing financial reporting and regulatory compliance services for private and public companies; CFO of EQITrade Limited (March 2020 to present) Refer to “Director Biographies” below.	Since August 28, 2019	185,810 ⁽⁵⁾

Notes:

- (1) The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees or from SEDI insider report filings of each of the director nominees. Each nominee has held the same or a similar principal occupation with the organization indicated or a predecessor thereof for the last five years.
- (2) Of these common shares, 15,396,200 (1,539,620 post-consolidated) are held indirectly through Grand Rock Capital Inc., a private company controlled or directed by Mr. Oishi, 594,091 (59,409 post-consolidated) are held in his RRSP account and 318,700 (31,870 post-consolidated) are held in his TFSA account. Mr. Oishi holds, 200,000 (20,000 post-consolidated) stock options at an exercise price of \$0.08 (\$0.80 post-consolidated), expiring on July 17, 2024 and 250,000 (25,000 post-consolidated) stock options at an exercise price of 0.05(\$0.50 post-consolidated) per share, expiring January 20, 2027. Mr. Oishi also holds warrants to purchase up to 3,500,000 (350,000 post-consolidated) warrants which are registered in the name of Grand Rock Capital Inc., at an exercise price of \$0.02 (\$0.20 post-consolidated) exercisable until December 28, 2024, 2,375,000 (237,500 post-consolidated) warrants at an exercise price of \$0.15 (\$1.50 post-consolidated), exercisable until January 1, 2024, registered in the name of Grand Rock Capital Inc. and 2,000,000 (200,000 post-consolidated) warrants which are registered in the name of Grand Rock Capital Inc., at an exercise price of \$0.02 (\$0.20 post-consolidated) exercisable until August 19, 2024. Mr. Oishi is also the holder of \$26,000 in Convertible Debentures which are registered in the name of Grand Rock Capital Inc. The principal amount of the Debentures is convertible into Units at a \$0.13 (\$1.30 post-consolidated) per Unit until maturity, each Unit consists of one common share and one-half warrant, each full warrant entitles the holder to purchase one additional share at a price of \$.20 (\$2.00 post consolidation) per share for a period of two years from the date of conversion. The Convertible Debenture matured on April 29, 2024, but are expected to be extended or replaced subject to debenture holder and regulatory approval. Mr. Oishi also holds 1,112,500 (111,250 post-consolidated) Restricted Share Units which will convert into common shares on vesting quarterly until November 29, 2024.
- (1) Of these common shares, 476,190 (47,619 post-consolidated) are held indirectly in the name of Linda Rosa Craig, and 130,500 (13,050 post-consolidated) indirectly held by Mr. Craig through his TFSA account. Mr. Craig holds 200,000 (20,000 post-consolidated) stock options at an exercise price of \$0.0 (\$0.80 post-consolidated), expiring on July 17, 2024, and 500,000 (50,000 post-consolidated) stock options at an exercise price of \$0.05 (\$0.50 post-consolidated) per share, expiring on January 20, 2027. Mr. Craig also holds 1,750,000 (175,000 post-consolidated) warrants at an exercise price of \$0.02 (\$0.20 post-consolidated) exercisable until August 19, 2024. Mr. Craig is also the holder of \$36,000 in Convertible Debentures. The principal amount of the Debentures is convertible into Units at a \$0.13 (\$1.30 post-consolidated) per Unit until maturity, each Unit consists of one common share and one-half warrant, each full warrant entitles the holder to purchase one additional share at a price of \$.20 (\$2.00 post consolidation) per share for a period of two years from the date of conversion. The Convertible Debenture matured on April 29, 2024, but are expected to be extended or replaced subject to debenture holder and regulatory approval. . Mr. Craig also holds 1,375,000 (137,500 post consolidation) Restricted Share Units which will convert into common shares on vesting until November 29, 2024.
- (2) Of these common shares, 1,180,000 (118,000 post-consolidated) are registered in the name of Huang Consulting Corp., a private company controlled or directed by Mr. Huang. Mr. Huang holds directly, 100,000 (10,000 post-consolidated) stock options at an exercise price of \$0.08 (\$0.80 post-consolidated), expiring on July 17, 2024, and indirectly 100,000 (10,000 post-consolidated) stock options at an exercise price of \$0.05 (\$0.50 post-consolidated) per share, expiring on January 20, 2027 registered in the name of Huang Consulting Corp.
- (3) Of these common shares, 1,720,400 (172,040 post-consolidated) are held indirectly through ArkOrion Enterprises Inc., a private company controlled or directed by Mr. Kniec, and 137,700 (13,770 post-consolidated) are held by Mr. Kniec personally. Mr. Kniec holds directly 100,000 (10,000 post-consolidated) stock options at exercise price of \$0.05 (\$0.50 post-consolidated) expiring on January 20, 2027 registered in the name of ArkOrion Enterprises Inc.

- (4) Member of Audit Committee.
- (5) Member of Compensation Committee.
- (6) Member of Nominating, Disclosure and Corporate Governance Committee.

Director Biographies

Robert Craig – CEO, President and Director — Robert Craig has over 20 years of leadership experience in digital marketing and technology. Prior to co-founding Datable, he co-founded digital marketing companies Stratford Internet and ActiveStream, the latter acquired by Jupiter Capital. Mr. Craig has headed up projects with Amazon, Adobe, Disney and Motorola and has led mobile research, development, and integration projects in the U.K., China, South Africa, Korea, U.S., and Iceland. Mr. Craig has earned multiple leadership awards including Deloitte & Touche’s “Fast 50 Lotus Award” and Business in Vancouver’s “Top 40 under 40” award and was a finalist for Ernst & Young’s Entrepreneur of the Year award. Mr. Craig is past Chairman of New Media B.C.

Kim Oishi – Executive Chairman, Chief Financial Officer, Director — Kim Oishi has over 25 years of experience in financing and advising growth companies and has served in senior management and board positions on a number of public and private companies. Mr. Oishi is the Founder and President of Grand Rock Capital Inc., a company that invests in growth companies and provides consulting services for investor relations, corporate finance, business development, mergers and acquisitions for companies listed on the Toronto Stock Exchange.

Mr. Oishi served from June 2007 until December 2012 on the board of directors of Zongshen PEM Power Systems Inc. (TSX), a company that manufactured and sold gas and electric motorcycles in China. He was the Senior Vice President, Finance and Business Development of Hanwei Energy Services Corp. (TSX), an energy services company with products for oil, wind power and clean coal in China, a position he held from May 2007 to May 2010. Mr. Oishi was also a director of Hanfeng Evergreen Inc. (TSX), a specialty fertilizer manufacturer in China from March 2006 to March 2008 and served as President until March 2006. Mr. Oishi was a director of Cantronic Systems Inc. (TSXV), a developer of infrared imaging and night vision systems, from March 2009 to June 2010, and was a director of Grand Power Logistics Group Inc. (TSXV), a logistics and freight forwarding company from December 2007 until November 2010. Mr. Oishi received a Bachelor of Sciences degree and a MBA from the University of British Columbia.

Yu Cai (Rick) Huang, Director and Audit Committee Member (Chair), Compensation Committee and Nominating, Disclosure and Corporate Governance Committee Member — Mr. Huang has extensive financial experience in the Canadian business environment. Mr. Huang has more than 15 years of experience as a CFO and Director of the board of Canadian listed companies. Mr. Huang currently serves as the CFO and a director of The Yield Growth Corp. (CSE: BOSS). Previously, Mr. Huang served as CFO of publicly traded companies for more than a decade, where he has managed all aspects of finance, banking, compliance, accounting, reporting, internal control, admin, and supporting the Board of Directors in financial oversight. He also has supervised all aspects of accounting for various subsidiary companies in Canada, China, Russia and Kazakhstan and consolidations under IFRS. Mr. Huang previously held the positions of Senior Finance Manager at The Pepsi Bottling Group (Canada) and Manager of Financial Planning at Schering-Plough Canada. In both roles, Mr. Huang was responsible for the development of short- and long-term financial plans and oversaw on-going performance management. Earlier in his career in Canada, Mr. Huang developed skills in financial reporting and asset and cash flow management. Mr. Huang also has in-depth knowledge of the Chinese business environment. Before coming to Canada, Mr. Huang held the position of market development manager with The Coca-Cola (China) Limited for six years. Mr. Huang obtained an MBA degree from the Richard Ivey School of Business at the University of Western Ontario and holds a CPA, CGA designation.

Adam Kniec, Director and Audit Committee, Compensation Committee (Chair) and Nominating, Disclosure and Corporate Governance Committee (Chair) Member – Mr. Kniec has over 25 years of accounting, auditing, tax, financial reporting, regulatory compliance and CFO experience with Canadian and US publicly trading companies. Mr. Kniec is currently CFO of EQITrade Limited and President and owner of ArkOrion Enterprises Inc, a private consulting company. My. Kniec was previously CFO of Integrity Gaming Corp. and Petro Vista Energy Corp. Mr. Kniec holds Canadian CPA (CA) and US CPA designations.

Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote FOR the election of the Nominees.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE “FOR” THE ELECTION OF THE ABOVE NOMINEES AS DIRECTORS.

Corporate Cease Trade Orders or Bankruptcies

Except as disclosed below, no director or proposed director:

- (a) is, as at the date of the information circular (the “Circular”), or has been, within 10 years before the date of this Circular, a director, chief executive officer (“CEO”) or chief financial officer (“CFO”) of any company (including the Company in respect of which this Circular is prepared) that,
 - (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, CEO or CFO; or
 - (ii) was subject to an order that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO; or
- (b) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Company in respect of which this Circular is prepared) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Exception (Cease Trade Order)

A cease trade order was issued by the British Columbia Securities Commission on July 3, 2024, against Datable Technology Corp., for failing to file its annual audited financial statements for the year ended Dec. 31, 2023, its interim financial report for the period ended March 31, 2024, the management's discussion and analysis for the periods ended Dec. 31, 2023, and March 31, 2024, and the certification of annual and interim filings for the periods ended Dec. 31, 2023, and March 31, 2024. This cease trade order remains in effect.

Penalties or Sanctions

None of the proposed directors have been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder making a decision about whether to vote for the proposed director.

APPOINTMENT OF AUDITOR

Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, of Suite 1500, 1140 West Pender Street, Vancouver, British Columbia, Canada V6E 4G1, will be nominated at the Meeting for re-appointment as auditor of the Company for the ensuing year. Dale Matheson Carr-Hilton LaBonte LLP was first appointed auditor of the Company on February 5, 2014.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 of the Canadian Securities Administrators (“NI 52-110”) requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth in the following:

The Audit Committee’s Charter

The Audit Committee Audit Committee Charter is attached as Schedule “A” to this Information Circular.

Composition of the Audit Committee

The current members of the Company’s Audit Committee are Yu Cai (Rick) Huang (Chair), Kim Oishi and Adam Kniec. Yu Cai (Rick) Huang and Adam Kniec are the independent members of the Committee. Kim Oishi (Executive Chairman, CFO) is a non-independent member of the Committee. All members of the Audit Committee are considered to be financially literate.

Relevant Education and Experience

Messrs. Huang, Oishi and Kniec have many years of practical business experience and have served for many years as directors of public companies, have experience reviewing financial statements of public companies and meet the criteria of “financially literate” as outlined in NI 52-110. Please refer to heading “**Director Biographies**” above.

Audit Committee Oversight

The Audit Committee has not made any recommendations to the Board to nominate or compensate any auditor other than Dale Matheson Carr-Hilton LaBonte LLP.

Reliance on Certain Exemptions

The Company’s auditor, Dale Matheson Carr-Hilton LaBonte LLP, have not provided any material non-audit services.

Pre-Approval Policies and Procedures

See audit committee charter for specific policies for the engagement of non-audit services.

External Auditor Service Fees

The Audit Committee reviews the nature and amount of any non-audit services provided by Dale Matheson Carr-Hilton LaBonte LLP to ensure auditor independence. Fees incurred with Dale Matheson Carr-Hilton LaBonte LLP for audit and non-audit services in the last two fiscal years ended December 31, 2022 and December 31, 2021 are outlined in the following table:

Nature of Services	Fees paid to Auditor in year ended December 31, 2022	Fees paid to Auditor in year ended December 31, 2021
Audit fees ⁽¹⁾	\$140,260	\$50,000
Audit-related fees ⁽²⁾	-	-
Tax fees ⁽³⁾	\$2,500	\$2,000
All Other Fees ⁽⁴⁾	-	-
Total	\$142,760	\$52,000

Notes:

- (1) “Audit Fees” include fees necessary to perform the annual audit and quarterly reviews of the Company’s consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) “Audit-Related Fees” include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) “Tax Fees” include fees for all tax services other than those included in “Audit Fees” and “Audit-Related Fees”. This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) “All Other Fees” include all other non-audit services.

Venture Issuer Exemption

The Company is a “venture issuer” under NI 52-110 and pursuant to NI 52-110, section 6.1, the Company is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

CORPORATE GOVERNANCE

General

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to the shareholders of the company. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of the Company’s Board of Directors, be reasonably expected to interfere with the exercise of a director’s independent judgment.

There are no special structures or processes in place to facilitate the functioning of the directors of the Company independently of management. However, the independent directors are given full access to management so that they can develop an independent perspective and express their views and communicate their expectations of management.

The Board facilitates its independent supervision over management by ensuring a majority of the Board are not officers of the Company. The independent members of the Board are Yu Cai (Rick) Huang and Adam Kniec. The non-independent directors are Kim Oishi (Executive Chairman) and Robert Craig (CEO and President) of the Company).

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A “material relationship” which could, in the view of the Company’s Board, be reasonably expected to interfere with the exercise of a director’s independent judgment.

Directorships

The directors of the Company who are currently serving on boards of other reporting companies (or equivalent) is set out below:

Director	Name of Reporting Issuer	Market
Kim Oishi	Terra Balcanica Resources Corp.	CSE
	Xcite Resources Inc.	CSE

Orientation and Continuing Education

When new directors are appointed, they receive orientation, commensurate with their previous experience, on the Company’s properties, business, technology and industry and on the responsibilities of directors.

Board meetings may also include presentations by the Company’s management and employees to give the directors additional insight into the Company’s business.

Ethical Business Conduct

The Company has not adopted a policies or codes of business conduct and ethics at this time. Given the experience of the Board, and their prior dealings, the Company, at this point in time, is not taking any additional steps to encourage and promote a culture of ethical business conduct.

Nomination of Directors

The current members of the Company’s Nominating, Disclosure and Corporate Governance Committee are: Yu Cai (Rick) Huang (Chair), Adam Kniec and Kim Oishi. In fulfilling its oversight responsibilities for the nominations to the Board, the Nominating and Corporate Governance Committee shall: 1) establish criteria for selecting new directors which shall reflect, among other facts, a candidate’s integrity and business ethics, strength of character, judgment, experience, and independence, as well as factors relating to the composition of the Board, including its size and structure, the relative strengths and experience of current board members and principles of diversity; 2) consider and recruit candidates to fill new positions on the Board; 3) review any candidate recommended by the shareholders of the Company; 4) be responsible for conducting appropriate inquiries to establish a candidate’s compliance with the independent and other qualification requirements established by the Nominating, Disclosure and Corporate Governance Committee; 5) assess the contributions of current directors in connection with the annual recommendation of a slate of nominees and at that time review the criteria for Board candidates in the context of the evaluation process and other perceived needs of the Board; and 6) recommend the director nominees for election by the shareholders.

Compensation

A Compensation Committee Charter was adopted by the Company on January 20, 2015. The current members of the Company’s Compensation Committee are Adam Kniec (Chair), Yu Cai (Rick) Huang and Kim Oishi. Pursuant to the Compensation Committee Charter, in discharging its oversight responsibilities for executive compensation and Board compensation, the Compensation and Corporate Governance Committee shall: 1) review and approve on an annual basis the corporate goals and objectives relevant to the CEO’s compensation; 2) evaluate at least once a year the CEO’s performance

in light of established goals and objectives and, based on such evaluation, shall, together with all other independent members of the Board, determine and approve the CEO's annual compensation, including, as appropriate, salary, bonus, incentive, and equity compensation; 3) review and approve on an annual basis the evaluation process and compensation structure for the Company's executive officers, including parameters for salary adjustments (at the discretion of the CEO) established for officers; and 4) review and make recommendations to the Board with respect to the adoption, amendment, and termination of the Company's management incentive-compensation and equity-compensation plans, oversee their administration and discharge any duties imposed on the Compensation Committee by any of those plans.

Disclosure, Confidentiality and Insider Trading Policy Committee

The Nominating, Disclosure and Corporate Governance Committee's general mandate is to ensure the Company complies with timely disclosure obligations as required by Canadian securities laws, prevent the selective disclosure of material changes to stakeholders, ensure relevant parties understand their obligations regarding confidentiality of undisclosed material information and that all appropriate parties who have undisclosed material information are prohibited from trading in securities of the Company. The current members of the Company's Nominating, Disclosure and Corporate Governance Committee are Yu Cai (Rick) Huang (Chair), Adam Kniec and Kim Oishi.

Other Board Committees

The Board has no other Committees other than the Audit Committee, the Nominating, Disclosure and Corporate Governance Committee and the Compensation Committee.

Assessments

Pursuant to the Nominating, Disclosure and Corporate Governance Committee Charter, in discharging its oversight responsibilities for the performance review of the Board, committees, and directors, the Nominating, Disclosure and Corporate Governance Committee shall: 1) evaluate the performance of the Board on an annual basis; 2) solicit comments from all directors and report annually to the Board on its assessment of the Board's performance; and 3) evaluate the performance of individual directors and committees of the Board on a periodic basis.

STATEMENT OF EXECUTIVE COMPENSATION

For the purposes of the below disclosure:

“**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

“**named executive officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer (“CEO”), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer (“CFO”), including an individual performing functions similar to a CFO;
- (c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

“**plan**” includes any plans, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

DIRECTOR AND NAMED EXECUTIVE COMPENSATION

During the financial year ended December 31, 2022, based on the definition above, the NEOs of the Company were Kim Oishi, Executive Chairman and director, Robert Craig, President, Chief Executive Officer and director, Roland Sartorius, Chief Financial Officer and Corporate Secretary and Frederico de Guilli Vallverdu, Chief Technology Officer

Frederico de Guili Vallverdu was appointed Chief Technology Officer of the Company on August 1, 2022.

The Directors of the Company who were not NEOs during the financial year ended December 31, 2022 were Yu Cai (Rick) Huang and Adam Kniec.

Corporate Actions post December 31, 2022 financial year end

Effective July 31, 2023, Roland Sartorius resigned as Chief Financial Officer and Corporate Secretary of the Company, and Kim Oishi was appointed Chief Financial Officer and Corporate Secretary of the Company.

During the financial year ended December 31, 2021, based on the definition above, the NEOs of the Company were Kim Oishi, Executive Chairman and director, Robert Craig, President, Chief Executive Officer and director, and Roland Sartorius, Chief Financial Officer and Corporate Secretary.

The Directors of the Company who were not NEOs during the financial year ended December 31, 2021 were Yu Cai (Rick) Huang and Adam Kniec.

Table of Compensation, Excluding Compensation Securities in Financial Years ended December 31, 2022 and 2021

The below chart indicates compensation to NEOs and a director who was not a NEO for the financial years ended December 31, 2022 and December 31, 2021 (expressed in Canadian dollars), excluding options and compensation securities, Options and compensation securities are disclosed under the heading “Stock Options and Other Compensation Securities” below.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Robert Craig ⁽¹⁾ , CEO and President and Director	2022	240,000	-	-	-	-	240,000
	2021	240,000	72,000	-	-	-	312,000
Roland Sartorius ⁽²⁾ , CFO and Corporate Secretary	2022	101,075	-	-	-	-	101,075
	2021	120,050	-	-	-	-	120,050
Frederico de Guili Vallverdu ⁽³⁾ , Chief Technology Officer	2022	80,167	-	-	-	-	80,167
	2021	N/A	-	-	-	-	-
Kim Oishi ⁽⁴⁾ , Executive Chairman and Director	2022	180,000	-	-	-	-	180,000
	2021	180,000	62,000	-	-	-	242,000
Yucan (Rick) Huang ⁽⁵⁾ , Director	2022	24,500	-	-	-	-	24,500
	2021	24,500	-	-	-	-	24,500
Adam Kniec ⁽⁶⁾ , Director	2022	24,500	-	-	-	-	24,500
	2021	24,500	-	-	-	-	24,500

Notes:

1. Robert Craig was appointed as CEO and a Director on October 30, 2014 and as President on December 22, 2017.
2. Roland Sartorius was appointed CFO and Corporate Secretary on October 1, 2017. Mr. Sartorius resigned as CFO and Corporate Secretary on July 31, 2023.

3. Federico de Giuli Vallverdu was appointed as Chief Technology Officer on August 1, 2022. The compensation reported above included compensation between August 1 and December 31, 2022.
4. Kim Oishi was appointed as a director on August 2, 2011 and as Executive Chairman on January 10, 2018. Mr. Oishi was appointed CFO and Corporate Secretary on July 31, 2023.
5. Yucai (Rick) Huang was appointed as a director on January 27, 2020.
6. Adam Kniec was appointed as a director on August 28, 2019.

Stock Option Plan and Other Compensation Plans

The Company currently has in place a fixed share option plan (option-based awards) and a fixed restricted share unit plan (share-based awards).

Effective July 3, 2024, the Company's common shares were consolidated at a ratio of 10 pre-consolidation common shares, for one (1) post-consolidated common share.

Fixed Share Option Plan (Option-Based Awards)

The Company's fixed share option plan dated effective May 6, 2015, as amended and restated on July 18, 2022, was last approved by shareholders at the Company's September 9, 2022 Annual General and Special meeting (the "**Fixed Share Option Plan**"), where shareholders approved to fix a maximum total of 16,199,744 common shares (1,6199 post-consolidated) for reserve under the Fixed Share Option Plan for share incentive options ("**Options**").

The Fixed Share Option Plan is attached as Schedule "B" to the Information Circular dated July 18, 2022 to the Company's September 9, 2022 Annual and General Special Meeting, and the details of which are described in the Information Circular for the September 9, 2022 annual general and special meeting.

There are a total of 4,825,000 Options (Pre-consolidation) 482,500 (Post-consolidated) at the date of this Information Circular.

Fixed Restricted Share Unit Plan (Share-Based Awards)

The Company's fixed restricted share unit plan dated effective May 6, 2015, as amended and restated on July 18, 2022, was last approved by shareholders at the Company's September 9, 2022 Annual General and Special Meeting (the "**Fixed RSU Plan**"), where shareholders approved to fix a maximum total of 16,199,744 common shares (1,6199 post-consolidated) for reserve under the Fixed RSU Plan for restricted share units ("**RSUs**").

The Fixed RSU Plan is attached as Schedule "C" to the Information Circular dated July 18, 2022 to the Company's September 9, 2022 Annual and General Special Meeting, and the details of which are described in the Information Circular for the September 9, 2022 annual general and special meeting.

There are a total of 6,850,000 RSUs (Pre-consolidation) 685,000 (Post-consolidated) at the date of this Information Circular.

NEW OMNIBUS INCENTIVE PLAN (Option-Based Awards and Share Based Awards)

The TSX Venture Exchange updated its Policy 4.4. - *Security Based Compensation*. effective on November 24, 2021. The changes to Policy 4.4 relate to, among other things, the expansion of the policy to cover a number of types of security-based compensation in addition to stock options.

On July 27, 2024, the Company's Board ("**Board**") approved a new form of incentive plan (the "**Omnibus Incentive Plan**"), to replace both the Company's Fixed Stock Option Plan and the Company's Fixed RSU Plan in their entirety, which adoption is subject to is subject to TSX Venture Exchange approval, and effective upon receipt of shareholder approval. The Omnibus Incentive Plan contains provisions for both Options (option-based awards) and Restricted Share Units (share-based awards). The terms of the Omnibus Incentive Plan are compliant with the TSX Venture Exchange's updated Policy 4.4. The Omnibus Incentive Plan will succeed and replace the Company's existing Fixed Option Plan and the Company's existing Fixed RSU Plan in their entirety post receipt of shareholder approval and will be a component of the Company's securities-based compensation program.

The purpose of the Omnibus Incentive Plan is to provide an incentive for Participants to continue their services for the Company or a subsidiary and to reward such Participants for their performance of services. The Omnibus Incentive Plan will provide a means through which the Company or a subsidiary may attract and retain able persons to inter into its employment or into contractual arrangements.

The Omnibus Incentive Plan will permit the Board to grant non-transferable awards (the “**Awards**”) of stock options (“**Options**”) and restricted share units (“**RSUs**”) to Service Providers. The maximum number of Common Shares reserved for issuance pursuant to Options granted under the Omnibus Incentive Plan will be fixed at an amount equal to 10% of the issued and outstanding Common Shares at the time of grant on a rolling 10% basis. The maximum number of Common Shares reserved for issuance pursuant to RSUs granted under the Omnibus Incentive Plan will be fixed at an amount equal to 10% of the issued and outstanding Common Shares. For the purpose of calculating such number of Common Shares, the Company anticipates that the Exchangeable Shares will be included, such that the anticipated number of Common Shares reserved for RSU issuances may be an estimated 2,210,724 Common Shares (10% of the Company’s 22,107,235 issued and outstanding Common Shares at July 26, 2024 Record Date), or such other number as permitted by the TSXV.

Pursuant to the updated Policy 4.4., the Company will require disinterested shareholder approval to the Omnibus Incentive Plan at the Company’s September 6, 2024 annual general meeting, or any adjournment thereof (the “**Meeting**”). Disinterested shareholder approval is the approval of a majority of the votes cast by shareholders at the Meeting excluding Insiders and their Associates. An “Insider” includes all directors and senior officers of the Company and its subsidiaries and any person who beneficially owns or controls, director or indirectly, more than 10% of the issued and outstanding Common Shares of the Company; and “Associates” includes an individual spouse, children and any relative who lives in the same residence as such person. The TSX Venture Exchange has conditionally approved the Omnibus Incentive Plan, subject to shareholder approval at the Meeting. The Omnibus Incentive Plan must also be approved by the TSX Ventures Exchange and the Shareholders of the Company annually.

Refer to “**PARTICULARS OF MATTERS TO BE ACTED UPON - Adoption of Omnibus Incentive Plan, and for and for Continuation**” below.

The below information is intended to be a brief description of the Omnibus Incentive Plan and is qualified in its entirety by the full text of the Omnibus Incentive Plan which is attached as Schedule B to this Information Circular.

The material terms of the Omnibus Incentive Plan are as:

- (i) The term of the Options will be fixed by the Board at the time such options are granted, provided that options will not be permitted to exceed a term of ten years.
- (ii) The exercise price of the Options will be determined by the Board, in its sole discretion, but shall not be less than the minimum price of options permitted by the Exchange.
- (iii) The Shares to be purchased upon each exercise of an Option shall be paid for in full, at the time of such exercise.
- (iv) Vesting requirements will apply to Options as required by Exchange policies or as may be determined by the Board, in its sole discretion.
- (v) Vesting requirements will apply to RSUs as may be determined by the Board, at its sole discretion, provided that RSUs will not vest until a minimum of one (1) year following award of the RSUs has passed, subject to acceleration pursuant to the terms of the Omnibus Incentive Plan, and that the applicable Restriction Period shall not exceed three (3) years.
- (vi) A Participant’s Account shall be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on shares, with the number of additional RSUs to be credited to a Participant’s Account computed by dividing: (a) the dividends that would have been paid to such Participant if each RSU in the Participant’s Account on the relevant dividend record date had been one (1) share, by (b) the Fair Market Value (as defined in the Omnibus Incentive Plan) of the shares determined as of the date of payment of such dividend. Any fractional RSUs resulting from such calculation shall be rounded to the nearest whole number.
- (vii) Awards to acquire no more than
 - a. 10% of the issued and outstanding shares as of the date of grant may be granted to an insider in any 12 month period;
 - b. 5% of the issued and outstanding shares as of the date of grant may be granted to any one individual in

- any 12 month period; and
- c. 2% of the issued and outstanding shares as of the date of grant may be granted to a consultant, or a person performing investor relations activities, in any 12 month period.
- (viii) Subject to adjustment pursuant to provisions of the Omnibus Incentive Plan, and as may be approved by the Exchange and the shareholders of the Corporation from time to time the maximum number of Shares issued to Insiders (as a group), at any point in time, under this Plan and all other proposed or established Security Based Compensation Plans, shall not exceed ten percent (10%) of the Outstanding Issue from time to time, unless the Corporation has obtained the requisite Disinterested Shareholder Approval under TSXV Policies;
- (ix) Any Award granted or issued to a Participant who ceases to be an Eligible Participant under the Omnibus Incentive Plan must expire within a reasonable period, which shall be no later than 12 months following the date that the Participant ceases to be an Eligible Participant, subject to the terms and conditions set out in the Omnibus Incentive Plan.
- (x) Disinterested shareholder approval must be obtained for
- a. any change to the maximum number of shares issuable from treasury under the Omnibus Incentive Plan;
 - b. any amendment which reduces the exercise price of any Award or any cancellation of such Award;
 - c. any reduction in the exercise price of an outstanding option, if the option holder is an insider;
 - d. any other amendment to the terms of an outstanding option, if the option holder is an insider;
 - e. any amendment which extends the expiry date of any Award or the restriction period of any Resulting Issuer RSU;
 - f. any amendment which would permit a change to the pool of Eligible Participants, including a change which would have the potential of broadening or increasing participation by insiders of the Resulting Issuer;
 - g. any amendment which increases the maximum number of shares that may be issued or issuable to insiders and associates of such insiders under the Omnibus Incentive Plan or any other proposed security based incentive plan in a one-year period, except in a case of adjustment; and
 - h. to any amendment of the amendment provisions of the Omnibus Incentive Plan.
- (xi) The Board may amend the Omnibus Incentive Plan at any time, subject to shareholder approval, for the following:
- a. the Persons eligible to be granted or issued Awards under the Omnibus Incentive Plan;
 - b. the maximum number or percentage, as the case may be, of shares that may be issuable upon exercise of options or conversion of RSUs under the Omnibus Incentive Plan;
 - c. the limits under the Omnibus Incentive Plan on the amount of options or RSUs that may be granted or issued to any one Person or any category of Persons (such as, for example, insiders of the Resulting Issuer);
 - d. the method for determining the exercise price of options;
 - e. the maximum term of any Award;
 - f. the expiry and termination provisions applicable to any Award, including the addition of a Black-Out Period;

- g. include the addition of a net exercise provision; and
- h. any method or formula for calculating prices, values or amounts under the Omnibus Incentive Plan that may result in a benefit to a Participant, including but not limited to the formula for calculating the appreciation of a Stock Appreciation Right (as defined in Exchange policies).
- (xii) Shareholder approval will not be required and the Board may make any changes as it relates to amendments of a general “housekeeping” or clerical nature that correct typographical errors and clarify existing provisions of the Omnibus Incentive Plan, that do not have the effect of altering the scope, nature and intent of such provisions.
- (xiii) The number of shares subject to an Award will be subject to adjustment in the event of any reclassification, reorganization, consolidation, merger, reorganization, amalgamation, plan of arrangement, spin-off, dividend payment or recapitalization of the Shares.
- (xiv) the Omnibus Incentive Plan provides for the availability of a cashless exercise or net exercise provision, except for those participants who provide investor relations services, whereby such provisions allows for the exercise of Options based on selling a sufficient number of the shares available for issue upon exercise of the Options to realize the payment of the exercise price and all applicable withholding obligations.

The aggregate number of Shares to all Eligible Charitable Organizations under the Omnibus Incentive Plan and any other proposed or established Security Based Compensation Plans, shall not exceed one percent (1%) of the issued and outstanding Shares, calculated at the date a Charitable Stock Option is granted to such Eligible Charitable Organization.

The Omnibus Incentive Plan also provides that the Board, or its appointed committee, determines and the RSU Grant Agreement shall specify, the relevant conditions and vesting provisions, including the Performance Period and Performance Criteria required to achieve vesting. The Board shall also determine the Restriction Period, provided that such Restriction Period shall begin a minimum of one year following the date of the Award of the RSU as specified in the RSU Grant Agreement and such Restriction Period shall have an end date not exceeding three years after the calendar year in which the RSU was granted, subject to the RSU Vesting Determination Date. The RSU Vesting Determination Date must fall after the end of the Performance Period and must be no later than the last day of the Restriction Period. Unless specified otherwise in the RSU Grant Agreement, one-third (1/3) of RSUs awarded pursuant to the RSU Grant Agreement shall vest on each of the first three anniversaries of the date of grant specified in the RSU Grant Agreement. No RSUs will vest prior to one year from the date of award of such RSU. Acceleration of vesting of RSUs is permitted in connection with the death of the relevant Participant; or in connection with a change of control, take-over bid, reverse-take-over or other similar transaction. If the Company does not have a sufficient number of Shares reserved for issuance under the Omnibus Incentive Plan, in lieu of issuing Shares to settle the RSUs, the Company will make payment of a cash amount to the applicable Participant to satisfy such obligations.

The following table describes the impact of certain events upon the rights of holders of Awards under the Omnibus Incentive Plan, including termination for cause, resignation, termination other than for cause or cessation, retirement, death and Change in Control (as defined in the Omnibus Incentive Plan), subject to the terms of a participant’s employment agreement:

Event	Provisions
Termination for cause	All unexercised vested and unvested Awards shall be terminated on the effective date of the termination as specified in the notice of termination.
Resignation	Forfeiture of all unvested Awards and the earlier of the original expiry date and 90 days after resignation to exercise vested Awards or such longer period as the Board may determine in its sole discretion.

Event	Provisions
Acceleration of Vesting	Acceleration of vesting is permitted if: (i) a Participant ceases to be an Eligible Participant under the Omnibus Incentive Plan; (ii) the death of the Participant; or (iii) in connection with a Change in Control, take over bid, reverse-take-over or other similar transaction.
Termination other than for cause or cessation	Subject to the terms of the grant or as determined by the Board, upon a Participant's termination or cessation without cause the number of Awards that may vest is subject to pro-ratio over the applicable performance or vesting period and shall expire on the earlier of 90 days after the effective date of termination or the expiry date of the Awards.
Retirement.....	Upon the retirement of a Participant's employment with the Company, any unvested Awards held by the Participant as at the termination date will continue to vest in accordance with the applicable vesting schedule, and all vested Awards held by the Participant at the termination date may be exercised until the earlier of the expiry date of the Awards or six (6) months following the termination date, provided that if the Participant breaches any post-employment restrictive covenants in favour of the Company (including non-competition or non-solicitation covenants), then any Awards held by such Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Issuer any "in-the-money" amounts realized upon exercise of Awards following the termination date.
Death.....	All unvested Awards will vest and may be exercised within 180 days after death.
Change in Control	If the Company enters into an agreement relating to a transaction which, if completed, would result in a Change in Control, or otherwise become aware of a pending Change in Control, the Board may, in its sole discretion, change the Performance Criteria or accelerate the vesting and/or the expiry date of any or all outstanding Awards to provide that, notwithstanding the Performance Criteria and/or vesting provisions of such Awards or any grant agreement, such designated outstanding Awards shall be fully performed and/or vested and conditionally exercisable upon (or prior to) the completion of the Change in Control, provided that the Board shall not, in any case, authorize the exercise of Awards beyond the expiry date of the Awards.

To the extent that the Change in Control would also result in a capital reorganization, arrangement, amalgamation or reclassification of the share capital of the Issuer and the Board does not change the Performance Criteria or accelerate the

vesting and/or the expiry date of Awards, the Company shall make adequate provisions to ensure that, upon completion of the proposed Change in Control, the number and kind of shares subject to outstanding Awards and/or the exercise price of Options shall be appropriately adjusted (including by substituting the Awards for Awards to acquire securities in any successor entity to the Company) in such manner as the Board considers equitable to prevent substantial dilution or enlargement of the rights granted to Participants. The Board may make changes to the terms of the Awards or the Omnibus Incentive Plan to the extent necessary or desirable to comply with any rules, regulations or policies of any stock exchange on which any securities of the Company may be listed, provided that the value of previously granted Awards and the rights of Participants are not materially adversely affected by any such changes.

In accordance with the terms of the Omnibus Incentive Plan, it is subject to its acceptance for filing by the Exchange and approval by the Company’s shareholders. The Board may, subject to Exchange approval, discontinue the Omnibus Incentive Plan at any time without the consent of the Participants, provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Omnibus Incentive Plan.

The Exchange requires listed companies that have “rolling” incentive plans in place (such as the Omnibus Incentive Plan) to receive shareholder approval to such plans on a yearly basis at the Company’s annual general meeting.

Stock Options and Other Compensation Securities

The following table sets forth restricted share units (share-based awards) under the Company’s RSU Plan and stock options (option-based awards) under the Company’s Fixed Share Option Plan awarded to each NEO and a director who was not a NEO during the financial year ended December 31, 2022.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class ⁽¹⁾	Date of issue or grant ⁽²⁾	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date ⁽²⁾
Robert Craig, CEO and President	Stock options ⁽⁴⁾	500,000 (0.18%)	2022-01-20	0.05	0.05	0.02	2027-01-20
	RSUs	1,450,000 (0.5%)	2022-01-20	N/A	0.05	0.02	2025-01-20
		1,000,000 (0.35%)	2022-07-01	N/A	0.02	0.02	2025-07-01
Roland Sartorius, CFO	Stock options ⁽⁴⁾	-	-	-	-	-	-
	RSUs	750,000 (0.26%)	2022-01-20	N/A	0.05	0.02	2025-01-20
Federico de Giuli Vallverdu, CTO	Stock options ⁽⁴⁾	100,000 (0.04%)	2022-01-20	0.05	0.05	0.02	2027-01-20
		400,000 (0.14%)	2022-06-28	0.05	0.015	0.02	2027-06-28
		1,000,000 (0.35%)	2022-08-01	0.05	0.015	0.02	2027-08-01
	RSUs	500,000 (0.18%)	2022-01-20	N/A	0.05	0.02	2025-01-20
		600,000 (0.21%)	2022-06-28	N/A	0.015	0.02	2026-06-28

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class ⁽¹⁾	Date of issue or grant ⁽²⁾	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date ⁽²⁾
Kim Oishi, Executive Chairman and Director	Stock options ⁽⁴⁾	250,000 (0.09%)	2022-01-20	0.05	0.05	0.02	2027-01-20
	RSUs	1,375,000 (0.48%)	2022-01-20	N/A	0.05	0.02	2025-01-20
		975,000 (0.34%)	2022-07-01	N/A	0.02	0.02	2025-07-01
Yucai (Rick) Huang, Director	Stock options ⁽⁴⁾	100,000 (0.04%)	2022-01-20	0.05	0.05	0.02	2027-01-20
	RSUs	200,000 (0.07%)	2022-01-20	N/A	0.05	0.02	2025-01-20
Adam Kniec, Director	Stock options ⁽⁴⁾	100,000 (0.04%)	2022-01-20	0.05	0.05	0.02	2027-01-20
	RSUs	200,000 (0.07%)	2022-01-20	N/A	0.05	0.02	2025-01-20

Notes:

- (1) Percentage of class represents % of compensation securities granted over the total number of compensation securities of the Company outstanding as of December 31, 2022.
- (2) Date format is YYYY-MM-DD.
- (3) Closing price of the Issuer's common shares as at December 31, 2022.
- (4) During the fiscal year ended December 31, 2022, Robert Craig held a total of 900,000 options; Roland Sartorius held 285,000 options; Federico de Giuli Vallverdu held 1,875,000, Kim Oishi held 550,000 options; Yucai (Rick) Huang held 280,000 options; and Adam Kniec held 200,000 options.

Exercise of Compensation Securities by NEOs and Directors

The following table sets out each exercise of a share-based award by a NEO or a director who was not a NEO during the fiscal year ended December 31, 2022. There were no exercises of option-based awards during the fiscal year ended December 31, 2022.

Exercise of Compensation Securities by Directors and NEOs							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of Exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Robert Craig, CEO and President	RSUs	1,450,000 1,000,000	- -	2022-01-20 2022-08-15	\$0.05 \$0.02	- -	\$72,500 \$20,000
Kim Oishi, Executive Chairman and Director	RSUs	1,375,000 975,000	- -	2022-01-20 2022-08-15	\$0.05 \$0.02	- -	\$68,750 \$19,500
Roland Sartorius, CFO	RSUs	750,000	-	2022-01-20	\$0.05	-	\$37,500
Federico de Giuli Vallverdu, CTO	RSUs	500,000	-	2022-01-20	\$0.05	-	\$25,000
Yucai (Rick) Huang, Director	RSUs	200,000	-	2022-01-20	\$0.05	-	\$10,000
Adam Kniec, Director	RSUs	200,000	-	2022-01-20	\$0.05	-	\$10,000

Employment, Consulting and Management Agreements

Consulting Agreement with Kim Oishi

The Company entered into a consulting agreement with Kim Oishi as a director of the Company. On June 15, 2019, the Company amended Mr. Oishi's engagement agreement as Executive Chairman, at a monthly fee of \$15,000 plus applicable taxes.

Under the engagement agreement, Kim Oishi's role as Executive Chairman will be to provide the following services: i) mentor the CEO and serve as the point contact between the Board and the CEO; ii) oversee the Audit Committee, the Nominating, Disclosure and Corporate Governance Committee and the Compensation Committee and to serve as a member on each of these Committees; iii) ensure the Company puts in place prudent and appropriate operational controls with respect to financial management and public company disclosure and filing obligations; and iv) work with the CEO on all aspects of the operations at a strategic level including, without limitation, financing and public markets strategy, sales and marketing tactics, technology development and product roadmap, human resource management, compensation plans, and Board and Advisory Board building.

Mr. Oishi is paid a monthly retainer of \$15,000 plus applicable taxes during the term of his engagement with the Company. Mr. Oishi is entitled to 90 days' notice of termination.

The Board considers that the fees paid to Kim Oishi are comparable within the industry. The Directors confirm that fees payable under the engagement agreement are fair and reasonable and the agreement was negotiated on an arm's length basis with Kim Oishi and on conventional terms.

Consulting Agreement with Robert Craig

On November 1, 2014, the Company entered into an employment agreement with Robert Craig. Pursuant to the terms of the agreement, Robert Craig will act as the Company's Chief Executive Officer. On November 1, 2017, the Company amended the employment agreement to a consultancy agreement. Pursuant to the amended agreement, the Company will pay Robert Craig a monthly fee of \$20,000 plus applicable taxes.

The Board considers that the fees paid to Robert Craig are comparable within the industry based on internal review of CEO compensation. The Directors confirm that fees payable under the employment agreement and the agreement was negotiated on an arm's length basis with Robert Craig and on conventional terms. In the event of termination, Robert Craig is entitled to a maximum of 52 weeks' pay or pay in lieu of notice.

Consulting Agreement with Roland Sartorius

On October 1, 2017, the Company entered into a consulting agreement with Roland Sartorius. Pursuant to the terms of the agreement, Roland Sartorius will act as the Company's Chief Financial Officer and Corporate Secretary. Pursuant to the agreement, the Company will pay Roland Sartorius a fee of \$175 per hour plus applicable taxes. Mr. Sartorius is entitled to 30 days' notice of termination.

The Board considers that the fees paid to Roland Sartorius are comparable within the industry. The Directors confirm that fees payable under the consulting agreement are fair and reasonable and the agreement was negotiated on an arm's length basis with Roland Sartorius and on conventional terms.

Employment Agreement with Federico de Giuli Vallverdu

On December 15, 2020, the Company entered into an employment agreement with Federico de Giuli Vallverdu. On August 1, 2022, the Company entered into an amended agreement with Federico de Giuli Vallverdu for the appointment of Chief Technology Officer approved by the Board. Pursuant to the terms of the amended agreement and a board resolution, Federico de Giuli Vallverdu will act as the Company's Chief Technology Officer. Pursuant to the agreement, the Company will pay Federico de Giuli Vallverdu a salary of \$16,667 per month subject to all statutory source deductions.

The Board considers that the salary paid to Federico de Giuli Vallverdu are comparable within the industry. The Directors confirm that the salary payable under the employment agreement is fair and reasonable and the agreement was negotiated on an arm's length basis with Federico de Giuli Vallverdu and on conventional terms.

Other than as set out above, there are presently no management contracts with the Company.

Other than as set out above, there are presently no management contracts with the Company.

Oversight and Description of Director and NEO Compensation

Executive compensation is set to attract and retain the best available talent while efficiently utilizing available resources. The Company compensates executive management with a package typically including a base salary ("**Base Salary**"), an incentive compensation plan ("Incentive Compensation") and equity compensation (the "Equity Compensation") designed to be competitive with comparable employers. In considering executive management's compensation, the Board takes into consideration the financial condition of the Company. The Base Salary is set in comparison to the comparable positions in the market and in the industry, the Incentive Compensation is used as a short-term incentive to achieve Company objectives, and the Equity Compensation is designed to allow the participants to enjoy the benefits of any increase in company valuation and share price, should such an increase occur. Executive compensation is designed to reward activities and achievements that are aligned with the long-term interests of the Company's shareholders.

The Base Salary, Incentive Compensation and Equity Compensation for the Company's NEOs, including the CEO, the CFO and the CTO, is determined by the Company's Compensation Committee. The Compensation Committee sets the compensation of the NEOs using generally available market data and their combined industry experience. The Compensation Committee delegates to the NEOs the responsibility to set the compensation packages for all other senior management and staff.

The Compensation Committee is responsible for executive and director compensation, including reviewing and recommending director compensation, overseeing the Company's base compensation structure and equity-based compensation program, recommending compensation of the Company's officers and employees, and evaluating the performance of officers generally and in light of annual goals and objectives.

The Compensation Committee also assumes responsibility for reviewing and monitoring the long-range compensation strategy for the Company's senior management. The compensation committee reviews the compensation of senior management on an annual basis taking into account compensation paid by other issuers of similar size and activity.

Philosophy and Objectives

The Company is a small company with limited resources. The compensation program for the senior management of the Company is designed within this context with a view that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining qualified executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company has employed a combination of base salary and equity participation through its share option plan and restricted share unit plan. Recommendations for senior management compensation are presented to the Board for review.

Equity Participation

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's share option plan and restricted share unit plan. Stock options are granted and restricted share units are awarded to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and competitive factors. The amounts and terms of options granted and restricted share units awarded are determined by the Compensation Committee based on recommendations put forward by the CEO.

Base Salary or Consulting Fees

In the Board's view, paying base salaries which are reasonable in relation to the level of service expected while remaining competitive in the markets in which the Company operates is a first step to attracting and retaining qualified and effective executives.

Base salary ranges for the executive officers were initially determined upon a review of companies within the technology industry, which were of the same size as the Company and considered comparable to the Company.

In determining the base salary of an executive officer, the Board considers the following factors:

- (a) the particular responsibilities related to the position;
- (b) salaries paid by other companies in the technology industry which were similar in size as the Company;
- (c) the experience level of the executive officer;
- (d) the amount of time and commitment which the executive officer devotes to the Company; and
- (e) the executive officer's overall performance and performance in relation to the achievement of corporate milestones and objectives.

Financial years ended December 31, 2022 and 2021

During the financial years ended December 31, 2022 and 2021, compensation of key management personnel and related parties were as follows:

	December 31, 2022	December 31, 2021
	\$	\$
Remuneration, fees and short-term benefits	978,492	1,012,800
Total	978,492	1,012,800

The remuneration, fees and short-term benefits were allocated to cost of sales, general and administrative, sales and marketing, and research and development expenses.

The remuneration, fees and short-term benefits include stock-based payments granted and consulting fees accrued to the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer (appointed in August 2022) and the directors of the Company. The consultancy agreements with the Chief Executive Officer and Chief Financial Officer were ratified by the Board of Directors and are reviewed periodically. For the year ended December 31, 2022, stock-based payments included in the remuneration to related parties totaled \$335,500 (2021 - \$289,750) consisting of the fair values of RSUs and Stock Options granted of \$335,500 (2021 - \$289,750).

As of December 31, 2022, \$145,948 (December 31, 2021 - \$83,845) was due to related parties, of which \$145,948 (December 31, 2021 - \$11,845) has been recorded in trade payables and \$nil (December 31, 2021 - \$72,000) has been recorded in accrued liabilities for unpaid director fees, accrued compensation and travel expenses. The amounts of trade payables, advances and accrued liabilities are unsecured, non-interest bearing with no fixed terms of repayment.

The following table set forth the outstanding balances owed by the Company to related parties of each NEO and a director who was not a NEO as of financial years ended December 31, 2022 and December 31, 2021:

Balances due to Related Parties		
	December 31, 2022	December 31, 2021
Name and position	\$	\$
Kim Oishi, Executive Chairman and Director	64,320	40,403
Robert Craig, CEO and President	32,500	36,000
Roland Sartorius, CFO	1,838	7,442
Federico de Giuli Vallverdu, CTO	4,415	-
Yucai (Rick) Huang, Director	21,438	-
Adam Kniec, Director	21,438	-
Total	\$145,949	\$83,845

Benefits and Perquisites

The Company does not, as of the date of this Form, offer any benefits or perquisites to its NEOs other than potential grants of incentive stock options as otherwise disclosed and discussed herein.

Hedging by Named Executive Officers or Directors

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors.

Pension Disclosure

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.

Risks Associated with the Company's Compensation Practices

The Board has assessed the Company's compensation plans and programs for its executive officers to ensure alignment with the Company's business plan and to evaluate the potential risks associated with those plans and programs. The Board has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Company. The Board considers the risks associated with executive compensation and corporate incentive plans when designing and reviewing such plans and programs.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company currently has two equity compensation plans -- a fixed share option plan and a fixed restricted share unit plan.

The following table sets out equity compensation plan information as at the financial year end of December 31, 2022:

Equity Compensation Plan Information			
	Number of securities to be issued upon exercise of outstanding options and RSUs	Weighted-average exercise price of outstanding options and RSUs	Number of securities remaining available for future issuance under equity compensation plan ⁽¹⁾
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by securityholders	Options 7,980,000 (Pre-consolidation)	Options \$0.07 (Pre-consolidation)	Options – 7,169,744 (Pre-consolidation)
Fixed Share Option Plan	RSUs – 2,875,000 (Pre-consolidation)	RSUs - N/A	RSUs – 13,324,744 (Pre-consolidation)
Fixed RSU Plan			
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total:	Options – 7,980,000 (Pre-consolidation)		Options – 7,169,744 (Pre-consolidation)
	RSUs – 2,875,000 (Pre-consolidation)		RSUs – 13,324,744 (Pre-consolidation)

Note:

- (1) The number of Common Shares reserved for issuance under the Fixed Share Option Plan and the Fixed Restricted Share Unit Plan was 16,199,744 (Pre-consolidation) for each Plan as at December 31, 2022.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than set out below, no directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company as of the end most recently completed financial year or as at the date hereof.

MANAGEMENT CONTRACTS

Other than as set out in this Information Circular, there are no management functions of the Company, which are to any substantial degree performed by a person or company other than the directors or executive officers of the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed below or in this Information Circular, to the knowledge of management of the Company, no informed person of the Company, proposed director of the Company, or any associate or affiliate of any informed person or proposed director of the Company has any material interest, direct or indirect, in any transaction since the commencement of the Company's financial year ended December 31, 2022 or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

Shares for Debt January 16, 2023

The Company entered into a shares for debt transaction whereby a total of 2,899,910 common shares at a deemed price of \$0.05 per share were issued to settle outstanding debt of \$144,996.05. The following named 2 Insiders participated in this shares for debt transaction (total debt: \$3,108.49/total shares issued: 62,170 common shares) as follows: 1) Grand Rock Capital Inc. (Kim Oishi) \$1,303.56/26,071 common shares and 2) Robert Craig: \$1,804.93/36,099 common shares.

Non-Brokered Private Placement December 28, 2022

The Company closed a non-brokered private placement of 28,500,000 Units at a Unit purchase price of \$0.02 per Unit, with an attaching non-transferable share purchase warrant to purchase up to up to 28,500,000 common shares at a warrant exercise price of \$0.05 for a two year period expiring on December 28, 2024. The Insider of the Company who participated in this private placement was Grand Rock Capital Inc. (Kim Oishi) as to 3,500,000 units.

Non-Brokered Private Placement October 21, 2022

The Company closed a non-brokered private placement of 18,500,000 Units at a Unit purchase price of \$0.02 per Unit, with an attaching non-transferable share purchase warrant to purchase up top 18,500,000 common shares at a warrant exercise price of \$0.05 for a two year period expiring on August 19, 2024. The Insiders of the Company who participated in this

private placement were: 1) Robert Craig as to 2,000,000 units and 2) Grand Rock Capital Inc. (Kim Oishi) as to 1,750,000 units.

PARTICULARS OF MATTERS TO BE ACTED UPON

Adoption of Omnibus Incentive Plan, and for and for Continuation

As described in this Information Circular above, under heading **Stock Options and Other Compensation Securities**, the Board adopted an Omnibus Incentive Plan. The Omnibus Incentive Plan reflects changes required to comply with the requirements of the TSX Venture Exchange updated Policy 4.4 – *Security Based Compensation*.

New Omnibus Incentive Share Option Plan Resolution

Shareholders will be asked to approve an ordinary resolution of disinterested shareholders to approve the adoption of the Company's Omnibus Incentive Plan, and for continuation.

The resolution, the text of which is set out below, is subject to a simple majority of votes of the Shareholders, excluding the votes cast by Insiders of the Company eligible to receive Options and Restricted Share Units under the Omnibus Incentive Plan or associates of such persons which, as at July 26, 2024 record date, total 3,851,476 post-consolidated Common Shares. All other Shareholders of the Company are entitled to vote on this resolution:

“RESOLVED as an ordinary resolution of disinterested shareholders that:

1. the omnibus incentive plan (the “**Omnibus Incentive Plan**”) is hereby approved as the omnibus incentive plan of the Company, such that it replaces the Company's Fixed Stock Option Plan in its entirety and replaces the Company's Fixed Restricted Share Option Plan in its entirety, with effect as at or immediately after shareholder approval at the Company's September 6, 2024 annual general meeting, or at any adjournment thereof, or such other time or date as the board of directors of the Company may determine;
2. the form of the Omnibus Incentive Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities, including the TSX Venture Exchange, without requiring further approval of the shareholders of the Company;
3. subject to the effectiveness of the Omnibus Incentive Plan, all existing stock options of the Company issued under the existing Fixed Stock Option Plan and all existing restricted share units of the Company issued under the existing Fixed Restricted Share Unit Plan shall be amended such that they are governed by the terms of the Omnibus Incentive Plan and no longer governed by the existing Fixed Share Option Plan and no longer governed by the existing Fixed Restricted Share Unit Plan;
4. the Company is authorized to reserve and issue common shares in the capital of the Company for issuance upon vesting of the restricted share units and stock options granted pursuant to the Omnibus Incentive Plan;
5. any one director or officer of the Company be and is hereby authorized to make any and all additions, deletions and modifications to the Omnibus Incentive Plan as may be necessary or advisable to give effect to this ordinary resolution or as may be required by applicable regulatory authorities;
6. any one director or officer of the Company is authorized and directed, on behalf of the Company, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Company or otherwise) that may be necessary or desirable to give effect to this ordinary resolution; and
7. notwithstanding approval of the shareholders of the Company as herein provided, the board of directors may, in its sole discretion, revoke this resolution before it is acted upon without further approval of the shareholders of the Company.”

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS TO THE ADOPTION OF THE OMNIBUS INCENTIVE PLAN, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

A copy of the Omnibus Incentive Plan is attached as Schedule “B” to this Information Circular and will be available for inspection at the Meeting.

The Board recommends that shareholders vote in favour of the Omnibus Incentive Plan.

ADDITIONAL INFORMATION

Financial information is provided in the audited financial statements of the Company for the fiscal year ended December 31, 2022, the auditor’s report thereon and the related management discussion and analysis, which are filed on SEDAR+ at www.sedarplus.ca and will be tabled at the Meeting.

Additional information concerning the Company is available on SEDAR+ at www.sedarplus.ca or may be obtained by a Shareholder upon request without charge from the Company located at 1062 Homer Street, Unit 301, Vancouver, British Columbia, Canada. The Company may require the payment of a reasonable charge from any person or company who is not a securityholder of the Company, who requests a copy of any such document.

OTHER MATTERS

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Information Circular.

The contents of this Information Circular and its distribution to shareholders have been approved by the Board.

DATED at Vancouver, British Columbia, August 6, 2024.

BY ORDER OF THE BOARD

“S/Kim Oishi”

Kim Oishi
Chief Financial Officer

SCHEDULE “A”
DATABLE TECHNOLOGY CORPORATION
AUDIT COMMITTEE CHARTER

1. PURPOSE AND PRIMARY RESPONSIBILITY

1.1 This charter sets out the Audit Committee’s purpose, composition, member qualification, member appointment and removal, responsibilities, operations, manner of reporting to the Board of Directors (the “Board”) of **Datable Technology Corporation** (the “Company”), annual evaluation and compliance with this charter.

1.2 The primary responsibility of the Audit Committee is that of oversight of the financial reporting process on behalf of the Board. This includes oversight responsibility for financial reporting and continuous disclosure, oversight of external audit activities, oversight of financial risk and financial management control, and oversight responsibility for compliance with tax and securities laws and regulations as well as whistle blowing procedures. The Audit Committee is also responsible for the other matters as set out in this charter and/or such other matters as may be directed by the Board from time to time. The Audit Committee should exercise continuous oversight of developments in these areas.

2. MEMBERSHIP

2.1 The majority of the members of the Audit Committee must be an independent director of the Company as defined in sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* (“NI 52-110”), provided that should the Company become listed on a more senior exchange, each member of the Audit Committee will also satisfy the independence requirements of such exchange.

2.2 The Audit Committee will consist of at least two members, all of whom shall be financially literate, provided that an Audit Committee member who is not financially literate may be appointed to the Audit Committee if such member becomes financially literate within a reasonable period of time following his or her appointment. Upon graduating to a more senior stock exchange, if required under the rules or policies of such exchange, the Audit Committee will consist of at least three members, all of whom shall meet the experience and financial literacy requirements of such exchange and of NI 52 110.

2.3 The members of the Audit Committee will be appointed annually (and from time to time thereafter to fill vacancies on the Audit Committee) by the Board. An Audit Committee member may be removed or replaced at any time at the discretion of the Board and will cease to be a member of the Audit Committee on ceasing to be an independent director.

2.4 The Chair of the Audit Committee will be appointed by the Board.

3. AUTHORITY

3.1 In addition to all authority required to carry out the duties and responsibilities included in this charter, the Audit Committee has specific authority to:

- (a) engage, set and pay the compensation for independent counsel and other advisors as it determines necessary to carry out its duties and responsibilities, and any such consultants or professional advisors so retained by the Audit Committee will report directly to the Audit Committee;
- (b) communicate directly with management and any internal auditor, and with the external auditor without management involvement; and
- (c) incur ordinary administrative expenses that are necessary or appropriate in carrying out its duties, which expenses will be paid for by the Company.

4. DUTIES AND RESPONSIBILITIES

4.1 The duties and responsibilities of the Audit Committee include:

- (a) recommending to the Board the external auditor to be nominated by the Board;
- (b) recommending to the Board the compensation of the external auditor to be paid by the Company in connection with (i) preparing and issuing the audit report on the Company’s financial statements, and (ii) performing other audit, review or attestation services;
- (c) reviewing the external auditor’s annual audit plan, fee schedule and any related services proposals (including meeting with the external auditor to discuss any deviations from or changes to the original audit plan, as well as to ensure that no management restrictions have been placed on the scope and extent of the audit examinations

by the external auditor or the reporting of their findings to the Audit Committee);

- (d) overseeing the work of the external auditor;
- (e) ensuring that the external auditor is independent by receiving a report annually from the external auditors with respect to their independence, such report to include disclosure of all engagements (and fees related thereto) for non-audit services provided to Company;
- (f) ensuring that the external auditor is in good standing with the Canadian Public Accountability Board by receiving, at least annually, a report by the external auditor on the audit firm's internal quality control processes and procedures, such report to include any material issues raised by the most recent internal quality control review, or peer review, of the firm, or any governmental or professional authorities of the firm within the preceding five years, and any steps taken to deal with such issues;
- (g) ensuring that the external auditor meets the rotation requirements for partners and staff assigned to the Company's annual audit by receiving a report annually from the external auditors setting out the status of each professional with respect to the appropriate regulatory rotation requirements and plans to transition new partners and staff onto the audit engagement as various audit team members' rotation periods expire;
- (h) reviewing and discussing with management and the external auditor the annual audited and quarterly unaudited financial statements and related Management Discussion and Analysis ("MD&A"), including the appropriateness of the Company's accounting policies, disclosures (including material transactions with related parties), reserves, key estimates and judgements (including changes or variations thereto) and obtaining reasonable assurance that the financial statements are presented fairly in accordance with IFRS and the MD&A is in compliance with appropriate regulatory requirements;
- (i) reviewing and discussing with management and the external auditor major issues regarding accounting principles and financial statement presentation including any significant changes in the selection or application of accounting principles to be observed in the preparation of the financial statements of the Company and its subsidiaries;
- (j) reviewing and discussing with management and the external auditor the external auditor's written communications to the Audit Committee in accordance with generally accepted auditing standards and other applicable regulatory requirements arising from the annual audit and quarterly review engagements;
- (k) reviewing and discussing with management and the external auditor all earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies prior to such information being disclosed;
- (l) reviewing the external auditor's report to the shareholders on the Company's annual financial statements;
- (m) reporting on and recommending to the Board the approval of the annual financial statements and the external auditor's report on those financial statements, the quarterly unaudited financial statements, and the related MD&A and press releases for such financial statements, prior to the dissemination of these documents to shareholders, regulators, analysts and the public;
- (n) satisfying itself on a regular basis through reports from management and related reports, if any, from the external auditors, that adequate procedures are in place for the review of the Company's disclosure of financial information extracted or derived from the Company's financial statements that such information is fairly presented;
- (o) overseeing the adequacy of the Company's system of internal accounting controls and obtaining from management and the external auditor summaries and recommendations for improvement of such internal controls and processes, together with reviewing management's remediation of identified weaknesses;
- (p) reviewing with management and the external auditors the integrity of disclosure controls and internal controls over financial reporting;
- (q) reviewing and monitoring the processes in place to identify and manage the principal risks that could impact the financial reporting of the Company and assessing, as part of its internal controls responsibility, the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board;
- (r) satisfying itself that management has developed and implemented a system to ensure that the Company meets its continuous disclosure obligations through the receipt of regular reports from management and the Company's legal advisors on the functioning of the disclosure compliance system, (including any significant instances of non-compliance with such system) in order to satisfy itself that such system may be reasonably relied

upon;

- (s) resolving disputes between management and the external auditor regarding financial reporting;
- (t) establishing procedures for:
 - (i) the receipt, retention and treatment of complaints received by the Company from employees and others regarding accounting, internal accounting controls or auditing matters and questionable practises relating thereto; and
 - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
- (u) reviewing and approving the Company's hiring policies with respect to partners or employees (or former partners or employees) of either a former or the present external auditor;
- (v) pre-approving all non-audit services to be provided to the Company or any subsidiaries by the Company's external auditor (the Chair of the Audit Committee has the authority to pre-approve in between regularly scheduled Audit Committee meetings any non-audit service of less than \$50,000, however such approval will be presented to the Audit Committee at the next scheduled meeting for formal approval);
- (w) overseeing compliance with regulatory authority requirements for disclosure of external auditor services and Audit Committee activities;
- (x) establishing procedures for:
 - (i) reviewing the adequacy of the Company's insurance coverage, including the Directors' and Officers' insurance coverage;
 - (ii) reviewing activities, organizational structure, and qualifications of the Chief Financial Officer ("CFO") and the staff in the financial reporting area and ensuring that matters related to succession planning within the Company are raised for consideration at the Board;
 - (iii) obtaining reasonable assurance as to the integrity of the Chief Executive Officer ("CEO") and other senior management and that the CEO and other senior management strive to create a culture of integrity throughout the Company;
 - (iv) reviewing fraud prevention policies and programs, and monitoring their implementation;
 - (v) reviewing regular reports from management and others (e.g., external auditors, legal counsel) with respect to the Company's compliance with laws and regulations having a material impact on the financial statements including:
 - (A) Tax and financial reporting laws and regulations;
 - (B) Legal withholding requirements;
 - (C) Environmental protection laws and regulations; and
 - (D) Other laws and regulations which expose directors to liability.

4.2 A regular part of Audit Committee meetings involves the appropriate orientation of new members as well as the continuous education of all members. Items to be discussed include specific business issues as well as new accounting and securities legislation that may impact the organization. The Chair of the Audit Committee will regularly canvass the Audit Committee members for continuous education needs and in conjunction with the Board education program, arrange for such education to be provided to the Audit Committee on a timely basis.

4.3 On an annual basis the Audit Committee shall review and assess the adequacy of this charter taking into account all applicable legislative and regulatory requirements as well as any best practice guidelines recommended by regulators or stock exchanges with whom the Company has a reporting relationship and, if appropriate, recommend changes to the Audit Committee charter to the Board for its approval.

5. MEETINGS

5.1 The quorum for a meeting of the Audit Committee is a majority of the members of the Audit Committee.

5.2 The Chair of the Audit Committee shall be responsible for leadership of the Audit Committee, including scheduling and presiding over meetings, preparing agendas, overseeing the preparation of briefing documents to circulate

during the meetings as well as pre-meeting materials, and making regular reports to the Board. The Chair of the Audit Committee will also maintain regular liaison with the CEO, CFO, and the lead external audit partner.

5.3 The Audit Committee will meet in camera separately with each of the CEO and the CFO of the Company at least annually to review the financial affairs of the Company.

5.4 The Audit Committee will meet with the external auditor of the Company in camera at least once each year, at such time(s) as it deems appropriate, to review the external auditor's examination and report.

5.5 The external auditor must be given reasonable notice of and has the right to appear before and to be heard at, each meeting of the Audit Committee.

5.6 Each of the Chair of the Audit Committee, members of the Audit Committee, Chair of the Board, external auditor, CEO, CFO or secretary shall be entitled to request that the Chair of the Audit Committee call a meeting which shall be held within 48 hours of receipt of such request to consider any matter that such individual believes should be brought to the attention of the Board or the shareholders.

6. REPORTS

6.1 The Audit Committee will report, at least annually, to the Board regarding the Audit Committee's examinations and recommendations.

6.2 The Audit Committee will report its activities to the Board to be incorporated as a part of the minutes of the Board meeting at which those activities are reported.

7. MINUTES

7.1 The Audit Committee will maintain written minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Board.

8. ANNUAL PERFORMANCE EVALUATION

8.1 The Board will conduct an annual performance evaluation of the Audit Committee, taking into account the Charter, to determine the effectiveness of the Committee.

SCHEDULE "B"
DATABLE TECHNOLOGY CORPORATION OMNIBUS INCENTIVE PLAN

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DATABLE TECHNOLOGY CORPORATION

OMNIBUS INCENTIVE PLAN

DATED FOR REFERENCE: ●, 2024

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DATEBLE TECHNOLOGY CORPORATION

OMNIBUS INCENTIVE PLAN

Datable Technology Corporation (the “**Corporation**”) hereby establishes an omnibus incentive plan to advance the interests of the Corporation by encouraging equity participation in the Corporation through the acquisition of Shares and Restricted Share Units of the Corporation. It is the intention of the Corporation that this Plan will at all times be in compliance with TSXV Policies and any inconsistencies between this Plan and TSXV Policies will be resolved in favour of the latter.

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

- (1) “**Affiliates**” means a company that is a Subsidiary or a parent of the Corporation, or that is controlled by the same entity as the Corporation;
- (2) “**Associate**” has the meaning ascribed thereto by TSXV Policy 1.1;
- (3) “**Awards**” means Options and RSUs granted hereunder to a Participant under this Plan;
- (4) “**Black-Out Period**” means a period of time formally imposed by the Corporation pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information, pursuant to which Participants are prohibited from exercising, redeeming or settling their Awards, provided that any Black-Out Period must expire following the general disclosure of the undisclosed Material Information;
- (5) “**Board**” has the meaning ascribed thereto in Section 2.2(1) hereof;
- (6) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, on which the Exchange is open for trading;
- (7) “**Cause**” means “Just Cause” or “Cause” as defined in the Participant’s employment agreement or agreement for services with the Company or one of its subsidiaries, or if such term is not defined or if the Participant has not entered into an employment agreement or agreement for services with the Company or one of its subsidiaries, then any circumstance that would permit the Company or one of its subsidiaries to terminate a Participant’s employment or agreement for services without notice of termination, or payment in lieu of notice of termination, severance pay or benefits continuation under the applicable law;
- (8) “**Cash Equivalent**” means the amount of money equal to the Market Value multiplied by the number of vested RSUs in the Participant’s Account, net of any applicable taxes in accordance with Section 7.2, on the RSU Settlement Date;

- (9) **“Change in Control”** means the occurrence of any of the following events:
- (a) any transaction at any time and by whatever means pursuant to which any Person or any group of two or more Persons acting jointly or in concert (other than the Corporation or any of its Affiliates) thereafter acquires the direct or indirect “beneficial ownership” (as defined in the *Business Corporations Act* (British Columbia)) of, or acquires the right to exercise control or direction over, securities of the Corporation representing 50% or more of the then issued and outstanding voting securities of the Corporation in any manner whatsoever, including without limitation, as a result of a Take-Over Bid, an issuance or exchange of securities, an amalgamation of the Corporation with any other person, an arrangement, a capital reorganization or any other business combination or reorganization;
 - (b) the sale, assignment or other transfer of all or substantially all of the assets of the Corporation to a Person or any group of two or more Persons acting jointly or in concert (other than a wholly-owned Subsidiary of the Corporation);
 - (c) the occurrence of a transaction requiring approval of the Corporation’s security holders whereby the Corporation is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any Person or any group of two or more Persons acting jointly or in concert (other than an exchange of securities with a wholly-owned Subsidiary of the Corporation);
 - (d) a majority of the Board consists of individuals that management of the Corporation has not nominated for election or appointment as Directors; or
 - (e) the Board passes a resolution to the effect that an event comparable to an event set forth in this definition has occurred;
- (10) **“Charitable Organization”** means “charitable organization” as defined in the Tax Act;
- (11) **“Charitable Stock Option”** means any Option granted by the Corporation to an Eligible Charitable Organization;
- (12) **“Committee”** has the meaning ascribed thereto in Section 2.2(1) hereof;
- (13) **“Consultant”** means, in relation to the Corporation, an individual (other than a Director, Officer or Employee of the Corporation or any of its Subsidiaries) or company that:
- (a) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its Subsidiaries, other than services provided in relation to a distribution;
 - (b) provides the services under a written contract between the Corporation or any of its Subsidiaries and the individual or the Corporation, as the case may be; and
 - (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or any of its Subsidiaries;

- (14) “**Corporation**” means the company named at the top hereof and includes, unless the context otherwise requires, all of its successors according to law;
- (15) “**Director**” means a director (as defined under applicable securities laws) of the Corporation or any of its Subsidiaries;
- (16) “**Discounted Market Price**” has the meaning ascribed thereto by TSXV Policy 1.1;
- (17) “**Disinterested Shareholder Approval**” has the meaning ascribed thereto by Sections 5.3(b) and (c) of TSXV Policy 4.4;
- (18) “**Eligible Participants**” has the meaning ascribed thereto in Section 2.3(1) hereof;
- (19) “**Employee**” means:
- (a) an individual who is considered an employee of the Corporation or its Subsidiary under the Tax Act and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;
 - (b) an individual who works full-time for the Corporation or its Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its Subsidiary over the details and methods of work as an employee of the Corporation or of the Subsidiary, as the case may be, but for whom income tax deductions are not made at source; or
 - (c) an individual who works for the Corporation or its Subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an Employee and who is subject to the same control and direction by the Corporation or its Subsidiary over the details and methods of work as an employee of the Corporation or the Subsidiary, as the case may be, but for whom income tax deductions are not made at source;
- (20) “**Exchange**” means the principal stock exchange on which the Shares are listed, including the TSXV;
- (21) “**Exchange Hold Period**” has the meaning ascribed thereto in TSXV Policy 1.1;
- (22) “**Exercise Notice**” means a notice in writing signed by a Participant and stating the Participant’s intention to exercise an Option, if applicable, in the form attached hereto as Schedule B;
- (23) “**Exercise Price**” means the amount payable per Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (24) “**Expiry Date**” means the day on which an Award expires, as specified in the Grant Agreement therefor or in accordance with the terms of this Plan;
- (25) “**Fair Market Value**” means, at any date, the higher of:

- (a) the weighted average price per Share at which the Shares have traded on the Exchange during the last five (5) Trading Days prior to that date; and
 - (b) the closing price of the Shares on the Exchange on the date prior to that date, or, if the Shares are not then listed and posted for trading on any stock exchange, then it shall be the Fair Market Value per Share as determined by the Board in its sole discretion; and for such purposes, the weighted average price per Share at which the Shares have traded on the Exchange shall be calculated by dividing (i) the aggregate sale price for all the Shares traded on the Exchange during the relevant five Trading Days by (ii) the aggregate number of Shares traded on the Exchange during the relevant five Trading Days;
- (26) **“Grant Agreement”** means an agreement evidencing the grant to a Participant of an Award, including an Option Commitment or an RSU Grant Agreement;
- (27) **“Insider”** means an insider as defined in TSXV Policies or as defined in securities legislation as applicable to the Corporation;
- (28) **“Investor Relations Activities”** has the meaning ascribed thereto in TSXV Policy 1.1, as same may be amended, supplemented or replaced from time to time;
- (29) **“Investor Relations Service Provider”** includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;
- (30) **“Management Company Employee”** means an individual employed by a company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation;
- (31) **“Market Value”** means, at any date when the market value of Shares of the Corporation is to be determined, the closing price of the Shares on the Trading Day prior to the date of grant on the principal stock exchange on which the Shares are listed, or if the Shares are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith;
- (32) **“Material Information”** has the meaning ascribed thereto in TSXV Policy 1.1;
- (33) **“Officer”** means an officer (as defined under applicable securities laws) of the Corporation or any of its Subsidiaries;
- (34) **“Option”** means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, subject to the provisions hereof;
- (35) **“Option Commitment”** means the notice of grant of an Option delivered by the Corporation hereunder to a Participant and substantially in the form set out in Schedule A hereto;
- (36) **“Option Price”** has the meaning ascribed thereto in Section 3.2(1)(c) hereof;
- (37) **“Option Term”** has the meaning ascribed thereto in Section 3.4 hereof;

- (38) “**Optioned Shares**” means Shares that may be issued in the future to a Participant upon the exercise of an Option;
- (39) “**Outstanding Issue**” means, at the relevant time, the number of issued and outstanding Shares of the Corporation from time to time;
- (40) “**Participant’s Account**” means an account maintained for each Participant’s participation in RSUs under the Plan;
- (41) “**Participants**” means Eligible Participants that are granted Awards under the Plan;
- (42) “**Performance Criteria**” means criteria established by the Board which, without limitation, may include criteria based on the Participant’s personal performance and/or the financial performance of the Corporation and/or of its Affiliates, and that may be used to determine the vesting of the Awards, when applicable;
- (43) “**Performance Period**” means the period determined by the Board pursuant to Section 4.3 hereof;
- (44) “**Person**” means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;
- (45) “**Plan**” means this omnibus incentive plan, as amended and restated from time to time;
- (46) “**Regulatory Approval**” means the approval of the Exchange and any other securities regulatory authority that has lawful jurisdiction over this Plan and any Awards issued hereunder;
- (47) “**Restricted Share Unit**” or “**RSU**” means a right awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of this Plan;
- (48) “**Restriction Period**” means the period determined by the Board pursuant to Section 4.3 hereof;
- (49) “**RSU Awards**” means RSUs granted to a Participant pursuant to the terms of the Plan;
- (50) “**RSU Grant Agreement**” means a written letter agreement between the Corporation and a Participant evidencing a grant of RSUs and the terms and conditions thereof, such RSU Grant Agreement to be substantially in the form of Schedule C hereto;
- (51) “**RSU Settlement Date**” has the meaning ascribed thereto in Section 4.7(1)(a);
- (52) “**RSU Settlement Notice**” means a notice by a Participant to the Corporation electing the desired form of settlement of vested RSUs, to be substantially in the form attached hereto as Schedule D;
- (53) “**RSU Vesting Determination Date**” has the meaning ascribed thereto in Section 4.6 hereof;

- (54) “**Securities Act**” means the *Securities Act*, R.S.B.C. 1996, c. 418, or any successor legislation;
- (55) “**Security Based Compensation**” has the meaning ascribed thereto in TSXV Policy 4.4;
- (56) “**Security Based Compensation Plan**” has the meaning given to such term in TSXV Policy 4.4;
- (57) “**Service Provider**” means a Person who is a Director, Officer, Employee, Management Company Employee or Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;
- (58) “**Shareholder Approval**” means approval by a majority of the votes cast by eligible shareholders of the Corporation at a duly constituted shareholders’ meeting;
- (59) “**Shares**” means the Common shares in the capital of the Corporation;
- (60) “**Subsidiary**” means a corporation, company, partnership or other body corporate that is controlled, directly or indirectly, by the Corporation;
- (61) “**Successor Corporation**” has the meaning ascribed thereto in Section 6.1(3) hereof;
- (62) “**Take-Over Bid**” means a take over bid as defined in National Instrument 62-104 – *Take-Over Bids and Issuer Bids* or the analogous provisions of securities legislation applicable to the Corporation;
- (63) “**Tax Act**” means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;
- (64) “**Termination Date**” means the date on which a Participant ceases to be an Eligible Participant;
- (65) “**Trading Day**” means any day on which the TSXV is open for trading;
- (66) “**TSXV**” means the TSX Venture Exchange;
- (67) “**TSXV Policies**” refers to policies contained within the TSX Venture Exchange Corporate Finance Manual;
- (68) “**TSXV Policy 1.1**” means TSXV Policy 1.1 – *Interpretation*, as same may be amended, supplemented or replaced from time to time;
- (69) “**TSXV Policy 4.4**” means TSXV Policy 4.4 – *Security Based Compensation*, as same may be amended, supplemented or replaced from time to time; and
- (70) “**VWAP**” means the volume-weighted average trading price of the Shares on the Exchange calculated by dividing the total value by the total volume of the Shares traded for the five (5) Trading Days immediately preceding the exercise of the subject Award, provided that the Exchange may exclude internal crosses and certain other special terms trades from the calculation.

Section 1.2 Other Words and Phrases

Words and phrases used in this Plan but which are not defined in this Plan, but are defined in TSXV Policies, will have the meaning assigned to them in TSXV Policies.

Section 1.3 Gender

Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2 – PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

Section 2.1 Purpose of the Plan

(1) The purpose of the Plan is to permit the Corporation to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

- (a) to increase the interest in the Corporation's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation or a Subsidiary are necessary or essential to its success, image, reputation or activities;
- (c) to reward the Eligible Participants for their performance of services while working for the Corporation or a Subsidiary; and
- (d) to provide a means through which the Corporation or a Subsidiary may attract and retain able Persons to enter its employment or into contractual arrangements.

Section 2.2 Implementation and Administration of the Plan

(1) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board (the "**Committee**"). If a Committee is appointed for this purpose, all references to the term "Board" will be deemed to be references to the Committee.

(2) The Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations for carrying out the provisions and purposes of the Plan, subject to any applicable rules of the Exchange.

(3) Subject to the provisions of the Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration of the Plan as it may deem necessary or advisable. The interpretation, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on all Participants.

(4) No member of the Board shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder.

(5) Any determination approved by a majority of the Board shall be deemed to be a determination of that matter by the Board.

Section 2.3 Eligible Participants

(1) The Persons who shall be eligible to receive Awards (“**Eligible Participants**”) shall be Service Providers providing ongoing services to the Corporation and its Affiliates, who the Board may determine from time to time, in its sole discretion, to hold contributory positions in the Corporation or a Subsidiary. In determining Awards to be granted under the Plan, the Board shall give due consideration to the value of each Eligible Participant’s present and potential future contribution to the Corporation’s success. For greater certainty, a Person whose employment with the Corporation or a Subsidiary has ceased for any reason, or who has given notice or been given notice of such cessation, whether such cessation was initiated by such Employee, Service Provider, the Corporation or such Subsidiary, as the case may be, shall cease to be eligible to receive Awards hereunder as of the date on which such Person provides notice to the Corporation or the Subsidiary, as the case may be, in writing or verbally, of such cessation, or on the Termination Date for any cessation of an Eligible Participant’s employment initiated by the Corporation.

(2) For Eligible Participants who are Employees, Officers, Consultants, Directors or Management Company Employees, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Officer, Consultant, Director or Management Company Employees, as the case may be.

(3) Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant’s relationship or employment with the Corporation.

(4) Participants that are not individuals may be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Award), as long as such Award remains outstanding, unless the written permission of the Exchange and the Corporation is obtained.

Section 2.4 Shares Subject to the Plan

(1) Subject to adjustment pursuant to provisions of Article 6 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:

- (a) the maximum aggregate number of Shares that may be reserved for issuance pursuant to the grant of Options under this Plan is 10% of the Outstanding Shares at the time Shares are reserved for issuance as a result of the grant of an Option, unless this Plan is amended pursuant to the requirements of TSXV Policies;
- (b) the maximum aggregate number of Shares that may be reserved for issuance pursuant to the grant of RSUs under this Plan at any time shall be 2,210,724 Shares, provided that for the purposes of determining the number of RSUs that remain available for grant under the Plan, the number of Shares underlying any grants of RSUs that are surrendered, forfeited, waived and/or cancelled shall again be

available for future grant of RSUs, whereas the number of Shares underlying any grants of RSUs that are issued upon exercise of RSUs shall not be available for future grant;

- (c) the maximum number of Shares issued to Insiders (as a group), at any point in time, under this Plan and all other proposed or established Security Based Compensation Plans, shall not exceed ten percent (10%) of the Outstanding Issue from time to time, unless the Corporation has obtained the requisite Disinterested Shareholder Approval under TSXV Policies;
- (d) the maximum number of Shares granted, pursuant to all proposed or established Security Based Compensation Plans, in any twelve (12) month period, to Insiders (as a group), shall not exceed ten percent (10%) of the Outstanding Issue from time to time, unless the Corporation has obtained the requisite Disinterested Shareholder Approval under TSXV Policies;
- (e) the maximum number of Shares issued to any one Person (and companies wholly owned by that Person) within any one (1) year period shall not exceed five percent (5%) of the Outstanding Issue, calculated on the date such Award is granted to the Person, unless the Corporation has obtained the requisite Disinterested Shareholder Approval under TSXV Policies;
- (f) the maximum number of Shares issued to any one Consultant, within any one (1) year period, under this Plan and all other proposed or established Security Based Compensation Plans, shall not exceed two percent (2%) of the Outstanding Issue calculated as at the date of the applicable grant;
- (g) the maximum number of Shares issued, in aggregate, to all Investor Relations Service Providers, within any twelve (12) month period, under this Plan and any other proposed or established Security Based Compensation Plans, shall not exceed two percent (2%) of the Outstanding Issue from time to time, calculated at the date an Option is granted to such Investor Relations Service Providers;
- (h) Investor Relations Service Providers are eligible pursuant to this Plan to receive only Awards of Options. Investor Relations Service Providers are not eligible to receive RSUs or any Award other than Options, pursuant to this Plan;
- (i) the maximum number of Shares issued, in aggregate, to all Eligible Charitable Organizations, under this Plan and any other proposed or established Security Based Compensation Plans, shall not exceed one percent (1%) of the Outstanding Issue from time to time, calculated at the date a Charitable Stock Option is granted to such Eligible Charitable Organizations;
- (j) Eligible Charitable Organizations are eligible pursuant to this Plan to receive only Awards of Options. Eligible Charitable Organizations are not eligible to receive RSUs or any Award other than Options, pursuant to this Plan;
- (k) all Options issued to Eligible Charitable Organizations must expire on or before the earlier of:

- (i) the date that is 10 years from the date of grant of the Charitable Stock Option; and
 - (ii) the 90th day following the date that the holder of the Charitable Stock Option ceases to be an Eligible Charitable Organization; and
- (1) any Award granted pursuant to the Plan and any other Security Based Compensation Plans, prior to a Participant becoming an Insider, shall not be included for the purposes of the limits set out in Section 2.4(1)(c) and Section 2.4(1)(e).

Section 2.5 Granting of Awards

(1) Any Award granted under the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any securities exchange or under any law or regulation of any jurisdiction, or the consent or approval of any securities exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, if applicable, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

(2) Any Award granted under the Plan shall be subject to the requirement that the Corporation has the right to place any restriction or legend on any securities issued pursuant to this Plan including, but in no way limited to, placing a legend to the effect that the securities have not been registered under the United States *Securities Act of 1933* and may not be offered or sold in the United States unless registration or an exemption from registration is available.

ARTICLE 3 – OPTIONS

Section 3.1 Nature of Options

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, subject to the provisions hereof.

Section 3.2 Option Awards

- (1) Subject to the provisions set forth in this Plan and any shareholder or Regulatory Approval which may be required, the Board shall, from time to time by resolution, in its sole discretion:
- (a) designate the Eligible Participants who may receive Options under the Plan;
 - (b) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted; and
 - (c) determine the price per Share to be payable upon the exercise of each such Option (the “**Option Price**”) and the relevant vesting provisions (including Performance

Criteria, if applicable) and Option Term for such Eligible Participants, subject to the terms and conditions prescribed in this Plan, in any Option Commitment and any applicable rules of the Exchange.

(2) Each Option granted shall be subject to vesting terms as set forth in the Option Commitment or as otherwise specified by the Board, subject to the requirement that Options granted to Investor Relations Service Providers will vest in stages over a period of not less than twelve (12) months with a maximum of 25% of the Options vesting in any three (3) month period. No acceleration to the vesting schedule of one or more Options granted to an Investor Relations Service Provider can be made without the prior written acceptance of the Exchange.

Section 3.3 Option Price

The Option Price for Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, and shall not be less than the Discounted Market Price.

Section 3.4 Option Term.

(1) The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, commencing on the date such Option is granted to the Participant and ending as specified in this Plan, or in the Option Commitment, but in no event shall an Option expire on a date which is later than ten (10) years from the date the Option is granted (“**Option Term**”). Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options.

(2) Should the expiration date for an Option fall within a Black-Out Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth (10th) Business Day after the end of the Black-Out Period, such tenth (10th) Business Day to be considered the expiration date for such Option for all purposes under the Plan, provided that such automatic extension of the applicable Expiry Date for an Option will not apply where the Participant or the Corporation is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Corporation’s securities.

Section 3.5 Exercise of Options

(1) Subject to the provisions of this Plan and of the relevant Option Commitment, a Participant shall be entitled to exercise an Option granted to such Participant at any time prior to the expiry of the Option Term, subject to vesting limitations which may be imposed by the Board at the time such Option is granted.

(2) Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the Optioned Shares and at such time or times and/or pursuant to the achievement of such Performance Criteria (if applicable) and/or other vesting conditions as the Board at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, no Option shall be exercised by a Participant during a Black-Out Period.

Section 3.6 Method of Exercise and Payment of Purchase Price

(1) Subject to the provisions of this Plan and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering a fully completed Exercise Notice to the Corporation at its registered office to the attention of the Chief Financial Officer & Corporate Secretary of the Corporation (or the individual that the Chief Financial Officer & Corporate Secretary of the Corporation may from time to time designate), together with a certified cheque, wire transfer, bank draft or other form of payment acceptable to the Corporation in an amount equal to (a) the aggregate Option Price of the Shares to be purchased pursuant to the exercise of the Options, plus (b) subject to the provisions of Section 7.2, any required withholding tax amount.

(2) Where Shares are to be issued to the Participant pursuant to the terms of this Section 3.6, as soon as practicable following the receipt of the Exercise Notice and, if Options are exercised in accordance with the terms of Section 3.6(1), the required certified cheque, wire transfer, bank draft or other acceptable form of payment, the Corporation shall duly issue such Shares to the Participant as fully paid and non-assessable.

(3) Upon the exercise of an Option pursuant to Section 3.6(1), the Corporation shall, as soon as practicable after such exercise, cause the transfer agent and registrar of the Shares to either:

- (a) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
- (b) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice to be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.

Section 3.7 Cashless Exercise

(1) Subject to the provisions of this Plan (including, without limitation Section 7.2) and, upon prior approval of the Board, once an Option has vested and become exercisable, a Participant may elect to exercise such Option by either:

- (a) excluding Options held by any Investor Relations Service Provider, a “net exercise” procedure in which the Corporation issues to the Participant, Shares equal to the number determined by dividing (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the Exercise Price of the subject Options by (ii) the VWAP of the underlying Shares; or

- (b) a broker assisted “cashless exercise” in which the Corporation delivers a copy of irrevocable instructions to a broker engaged for such purposes by the Corporation to sell the Shares otherwise deliverable upon the exercise of the Options and to deliver promptly to the Corporation an amount equal to the Exercise Price and all applicable required withholding obligations as determined by the Corporation against delivery of the Shares to settle the applicable trade.

An Option may be exercised pursuant to this Section 3.7 from time to time by delivery to the Corporation, at its head office or such other place as may be specified by the Corporation of (i) written notice of exercise specifying that the Participant has elected to effect such a cashless exercise of such Option, the method of cashless exercise, and the number of Options to be exercised and (ii) the payment of an amount for any tax withholding or remittance obligations of the Participant or the Corporation arising under applicable law and verified by the Corporation to its satisfaction (or by entering into some other arrangement acceptable to the Corporation in its discretion, if any). The Participant shall comply with Section 7.2 of this Plan with regard to any applicable required withholding obligations and with such other procedures and policies as the Corporation may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise.

- (2) In the event of a net exercise pursuant to Section 3.7(1)(a) or a cashless exercise pursuant to Section 3.7(1)(b), the number of Options exercised, surrendered or converted, and not the number of Shares actually issued by the Corporation, must be included in calculating the limits set forth in Section 2.4 of this Plan.

Section 3.8 Option Commitments

Options shall be evidenced by an Option Commitment substantially in the form attached as Schedule A (or in such other form as determined by the Corporation). The Option Commitment shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 4 – RESTRICTED SHARE UNITS

Section 4.1 Nature of RSUs

An RSU is an Award entitling the recipient to acquire Shares, at such purchase price (which may be zero) as determined by the Board, subject to such restrictions, vesting and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of Performance Criteria.

Section 4.2 RSU Awards

- (1) The Board shall, from time to time by resolution, in its sole discretion:
 - (a) designate the Eligible Participants who may receive RSUs under the Plan;

- (b) fix the number of RSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs shall be granted;
- (c) determine the relevant conditions and vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of such RSUs (provided, however, that no such Restriction Period shall exceed the three (3) years, as set forth in section 4.4); and
- (d) determine any other terms and conditions applicable to the granted RSUs, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any RSU Grant Agreement.

(2) Each RSU shall be subject to vesting terms as set forth in the applicable RSU Grant Agreement or as otherwise specified by the Board, and, pursuant to TSXV Policy 4.4, in all instances RSUs will not vest until a minimum of one (1) year following award of the RSUs has passed, subject to acceleration pursuant to the terms of this Plan.

(3) The RSUs are structured so as to be considered, to the extent they are awarded to an Employee, to be rights to acquire securities of a qualifying person in respect of such Employee for purposes of Section 7 of the Tax Act or any successor to such provision.

(4) Subject to the vesting and other conditions and provisions set forth herein and in the applicable RSU Grant Agreement, the Board shall determine whether each RSU awarded to a Participant shall entitle the Participant:

- (a) to receive one (1) Share issued from treasury;
- (b) to receive the Cash Equivalent of one (1) Share; or
- (c) to elect to receive either one (1) Share from treasury, the Cash Equivalent of one (1) Share or a combination of cash and Shares.

(5) RSUs shall be settled by the Participant at any time beginning on the first (1st) Business Day following their RSU Vesting Determination Date but no later than the RSU Settlement Date (as such terms are defined in Section 4.6 and 4.7, respectively).

Section 4.3 Restriction Period

The applicable Restriction Period in respect of a particular RSU Award shall be determined by the Board but in all cases shall end no later than December 31 of the calendar year, which is three (3) years after the calendar year in which the Award is granted (“**Restriction Period**”). Subject to the Board’s determination, any vested RSUs with respect to a Restriction Period will be paid to Participants in accordance with Article 4 no later than the end of the Restriction Period. Unless otherwise determined by the Board, all unvested RSUs shall be cancelled on the RSU Vesting Determination Date and, in any event, no later than the last day of the Restriction Period, but no earlier than one year from the date of the award of the RSUs to be settled.

Section 4.4 Performance Criteria and Performance Period

- (1) For each award of RSUs, the Board shall establish the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Shares in exchange for all or a portion of the RSUs held by such Participant (the “**Performance Period**”), provided that such Performance Period may not expire after the end of the Restriction Period, being a minimum of one (1) year from the date of award of the RSUs, and ending no longer than three (3) years after the calendar year in which the Award was granted. For example, a Performance Period determined by the Board to be for a period of three (3) financial years will start on the first day of the financial year in which the Award is granted and will end on the last day of the second financial year after the year in which the grant was made.
- (2) For each award of RSUs, the Board shall establish any Performance Criteria and other vesting conditions which must be met during the Performance Period in order for a Participant to be entitled to receive Shares in exchange for his or her RSUs.
- (3) For greater clarity, in the event the Corporation does not have a sufficient number of Shares available under this Plan to satisfy its obligations under this Section 4.4, the Corporation may make payment in cash to satisfy such obligations.

Section 4.5 Additional RSUs in Event of Dividends

Unless the Board determines otherwise, a Participant’s Account shall be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on Shares. The number of additional RSUs to be credited to a Participant’s Account shall be computed by dividing: (a) the dividends that would have been paid to such Participant if each RSU in the Participant’s Account on the relevant dividend record date had been one (1) Share, by (b) the Fair Market Value of the Shares determined as of the date of payment of such dividend. Any fractional RSUs resulting from such calculation shall be rounded to the nearest whole number. For greater certainty, a fractional entitlement that is equal to or greater than 0.5 shall be rounded up to the next greater whole number and a fractional entitlement that is less than 0.5 shall be rounded down to the next lesser whole number. Any such additional RSUs credited to the Participant’s Account shall vest in proportion to and shall be paid hereunder in the same manner as the RSUs to which they relate. The foregoing does not obligate the Corporation to pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

Any additional RSUs issued pursuant to this **Error! Reference source not found.** will be factored into the limits on grants to individuals and groups as set out in Section 2.4 of this Plan. The Corporation may settle such RSUs in cash where the issuance of Shares would result in a breach on the limits as set out in Section 2.4 of this Plan or where it does not have sufficient Shares available to satisfy the obligation in Shares.

Section 4.6 RSU Vesting Determination Date

The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to a RSU have been met (the “**RSU Vesting Determination Date**”), and as a result, establishes the number of RSUs that become vested, if any. For greater certainty, the RSU Vesting Determination Date must fall after the end of the Performance Period, if any, but no later than the last day of the Restriction Period.

Unless otherwise specified in the RSU Grant Agreements, one-third (1/3) of RSUs awarded pursuant to an RSU Grant Agreement shall vest on each of the first (1st) three (3) anniversaries of the date of grant, provided that no RSUs may vest prior to one year from the date of award of such RSU. At the discretion of the Board, acceleration of vesting is permitted in connection with the death of a Participant, in the event the holder of RSUs ceases to be an Eligible Participant under this Plan, or in connection with a Change in Control, Take-Over Bid, reverse-take-over or other similar transaction.

Section 4.7 Settlement of RSUs

(1) Except as otherwise provided in the RSU Grant Agreement, in the event that the vesting conditions, the Performance Criteria and Performance Period, if applicable, of an RSU are satisfied:

- (a) all of the vested RSUs covered by a particular grant may, subject to Section 4.7(5), be settled at any time beginning on the first Business Day following their RSU Vesting Determination Date but no later than the date that is five (5) years from their RSU Vesting Determination Date (the “**RSU Settlement Date**”); and
- (b) a Participant is entitled to deliver to the Corporation, on or before the RSU Settlement Date, an RSU Settlement Notice in respect of any or all vested RSUs held by such Participant, which notice shall, subject to Section 7.2, be accompanied by a bank draft, certified cheque or other form of payment acceptable to the Corporation in an amount equal to any required withholding tax amount.

(2) Subject to Section 4.7(5), settlement of RSUs shall take place promptly following the RSU Settlement Date and take the form set out in the RSU Settlement Notice through:

- (a) in the case of settlement of RSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
- (b) in the case of settlement of RSUs for Shares, delivery of a Share certificate to the Participant or the entry of the Participant’s name on the Share register for the Shares; or
- (c) in the case of settlement of the RSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.

(3) If an RSU Settlement Notice is not received by the Corporation on or before the RSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 4.8(2).

(4) If, upon receipt by the Corporation of a RSU Settlement Notice pursuant to the terms hereof, the Corporation does not have a sufficient number of Shares reserved and available for issuance under this Plan, the Corporation will make payment of a cash amount to a Participant for a value equal to the number of RSUs multiplied by the Market Value, subject to any applicable deductions and withholdings, in lieu of issuing Shares.

(5) Notwithstanding any other provision of this Plan, in the event that a RSU Settlement Date falls during a Black-Out Period or other trading restriction imposed by the Corporation and the

Participant has not delivered a RSU Settlement Notice, then such RSU Settlement Date shall be automatically extended to the tenth (10th) Business Day following the date that such Black-Out Period or other trading restriction is lifted, terminated or removed. Notwithstanding the foregoing, in the event that a Participant receives Shares in satisfaction of an Award during a Black-Out Period, the Corporation shall advise such Participant of the same in writing and such Participant shall not be entitled to sell or otherwise dispose of such Shares until such Black-Out Period has expired.

Section 4.8 Determination of Amounts

(1) **Cash Equivalent of RSUs.** For purposes of determining the Cash Equivalent of RSUs to be made pursuant to Section 4.7, such calculation will be made on the RSU Settlement Date and shall equal the Market Value on the RSU Settlement Date multiplied by the number of vested RSUs in the Participant's Account which the Participant desires to settle in cash pursuant to the RSU Settlement Notice.

(2) **Payment in Shares; Issuance of Shares from Treasury.** For the purposes of determining the number of Shares from treasury to be issued and delivered to a Participant upon settlement of RSUs pursuant to Section 4.7, such calculation will be made on the RSU Settlement Date and be the whole number of Shares equal to the whole number of vested RSUs then recorded in the Participant's Account which the Participant desires to settle pursuant to the RSU Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the Participant to the Corporation and the entitlement of the Participant under this Plan shall be satisfied in full by such issuance of Shares.

Section 4.9 RSU Grant Agreements

RSUs shall be evidenced by an RSU Grant Agreement substantially in the form attached as Schedule C (or in such other form as determined by the Corporation). The RSU Grant Agreement shall contain such terms that may be considered necessary in order that the RSU will comply with any provisions respecting restricted share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 5 – GENERAL CONDITIONS

Section 5.1 General Conditions Applicable to Awards

Each Award, as applicable, shall be subject to the following conditions:

(1) **Employment.** The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ in any capacity. For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Corporation to grant any Awards in the future nor shall it entitle the Participant to receive future grants.

(2) **Rights as a Shareholder.** Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards until the date of issuance of a Share certificate to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the

Participant) or the entry of such Person's name on the Share register for the Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Share certificate is issued or entry of such Person's name on the Share register for the Shares.

(3) **Conformity to Plan.** In the event that an Award is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.

(4) **Non-Assignable and Non-Transferable.** All Awards are exercisable only by the Participant to whom they were awarded and will not be assignable or transferable. Awards may be exercised only by:

- (a) the Participant to whom the Awards were granted;
- (b) upon the Participant's death, the legal representative of the Participant's estate; or
- (c) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant,

provided that any such legal representative in (b) or (c) shall first deliver evidence satisfactory to the Corporation of legal representation and the right to exercise an Award.

(5) **Cease to be an Eligible Participant.** Notwithstanding this Section 5.1, any Award granted or issued to a Participant who is a Director, Officer, Employee, Consultant or Management Company Employee must expire within a reasonable period, not exceeding twelve (12) months, following the date such Participant ceases to be an Eligible Participant under this Plan.

(6) **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for Cause, all unexercised vested and unvested Awards granted to such Participant shall terminate on the effective date of the termination as specified in the notice of termination.

(7) **Retirement.** In the case of a Participant's retirement, any unvested Awards held by the Participant as at the Termination Date will continue to vest in accordance with their vesting schedules, and all vested Awards held by the Participant at the Termination Date may be exercised until the earlier of the Expiry Date of the Awards or six (6) months following the Termination Date, provided that if the Participant is determined to have breached any post-employment restrictive covenants in favour of the Corporation, then any Awards held by the Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Corporation any "in-the-money" amounts realized upon exercise of Awards following the Termination Date. For further clarity, all unvested Awards as at the earlier of the Expiry Date of the Awards or six (6) months following the Termination Date, will be forfeited and cancelled without payment and shall be of no further force or effect from and after such date.

(8) **Resignation.** In the case of a Participant ceasing to be an Eligible Participant due to such Participant's resignation, subject to any later expiration dates determined by the Board, all Awards shall expire on the earlier of ninety (90) days after the effective date of such resignation, or the Expiry Date of the Award, to the extent such Awards were vested and exercisable by the

Participant on the effective date of such resignation and all unexercised unvested Awards granted to such Participant shall terminate on the effective date of such resignation. For further clarity, any later expiration date determined by the Board must not exceed a twelve (12) month period commencing on the date of the Participant's resignation.

(9) **Termination or Cessation.** In the case of a Participant ceasing to be an Eligible Participant for any reason (other than for "cause", resignation or death), the number of unvested Awards that may vest is subject to proration over the applicable vesting or Performance Period and shall expire on the earlier of ninety (90) days after the effective date of the Termination Date, or the Expiry Date of the Awards. For greater certainty, the proration calculation referred to above shall be net of previously vested Awards.

(10) **Death.** If a Participant dies while in his or her capacity as an Eligible Participant, all unvested Awards will immediately vest and all Awards will expire one hundred eighty (180) calendar days after the death of such Participant. If a Participant's heirs or administrators are entitled to any portion of the Participant's outstanding Awards, the period in which they shall be entitled to make a claim in respect of such RSUs may not exceed one hundred eighty (180) calendar days after the death of such Participant.

Section 5.2 Unfunded Plan

Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation. Notwithstanding the foregoing, any determinations made shall be such that the Plan continuously meets the requirements of paragraph 6801(d) of the Income Tax Regulations, adopted under the Tax Act or any successor provision thereto.

Section 5.3 Hold Period

- (1) An Exchange Hold Period will be applied from the date of grant for all Awards granted to:
 - (a) Insiders or Consultants; or
 - (b) where Options are granted to any Participants, including Insiders or Consultants, where the Exercise Price is at a discount to the Market Price.
- (2) Pursuant to TSXV Policies, where the Exchange Hold Period is applicable, the certificate or written notice, as applicable, that is issued to a Participant upon the exercise of the Awards, will include a legend stipulating that such Shares issued are subject to a four-month Exchange Hold Period commencing the effective date of the grant of the Award.

ARTICLE 6 – ADJUSTMENTS AND AMENDMENTS

Section 6.1 Adjustment to Shares Subject to Outstanding Awards

- (1) In the event of any subdivision of the Shares into a greater number of Shares at any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award, the Corporation shall deliver to such Participant, at the time of any subsequent exercise or vesting of such Award in accordance with the terms hereof, in lieu of the number of Shares to which such

Participant was theretofore entitled upon such exercise or vesting of such Award, but for the same aggregate consideration payable therefor, such number of Shares as such Participant would have held as a result of such subdivision if, on the record date thereof, the Participant had been the registered holder of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award.

(2) In the event of any consolidation of Shares into a lesser number of Shares at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Corporation shall deliver to such Participant at the time of any subsequent exercise or vesting of such Award in accordance with the terms hereof, in lieu of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award, but for the same aggregate consideration payable therefor, such number of Shares as such Participant would have held as a result of such consideration if, on the record date thereof, the Participant had been the registered holder of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award.

(3) If, at any time after the grant of an Award to any Participant, and prior to the expiration of the term of such Award, the Shares shall be reclassified, reorganized or otherwise changed, otherwise than as specified in Section 6.1(1) or Section 6.1(2) hereof or, subject to the provisions of Section 6.1(3) hereof, the Corporation shall consolidate, merge, reorganize or amalgamate with or into another corporation (the corporation resulting or continuing from such consolidation, merger, reorganization, amalgamation, plan of arrangement, spin-off, dividend payment or recapitalization, being herein called the “**Successor Corporation**”), the Participant shall be entitled to receive, upon the subsequent exercise or vesting of Award, in accordance with the terms hereof and shall accept in lieu of the number of Shares then subscribed for but for the same aggregate consideration payable therefor, the aggregate number of Shares of the appropriate class or other securities of the Corporation or the Successor Corporation (as the case may be) or other consideration from the Corporation or the Successor Corporation (as the case may be) that such Participant would have been entitled to receive as a result of such reclassification, reorganization or other change of Shares or, subject to the provisions of Section 6.2(3) hereof, as a result of such consolidation, merger, reorganization, amalgamation, plan of arrangement, spin-off, dividend payment or recapitalization, if on the record date of such reclassification, reorganization or other change of Shares or the effective date of such consolidation, merger reorganization, amalgamation, plan of arrangement, spin-off, dividend payment or recapitalization, as the case may be, such Participant had been the registered holder of the number of Shares to which such Participant was immediately theretofore entitled upon such exercise or vesting of such Award. Provided that all adjustments made to the aggregate number of Shares of the appropriate class or other securities of the Corporation or the Successor Corporation (as the case may be) or other consideration from the Corporation or the Successor Corporation (as the case may be) that such Participant would have been entitled to receive as a result of such reclassification, reorganization or other change of Shares or, subject to the provisions of Section 6.2(3) hereof, as a result of such consolidation, merger, reorganization, amalgamation, plan of arrangement, spin-off, dividend payment or recapitalization, shall be subject to the prior acceptance of the Exchange.

(4) If, at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Corporation shall make a distribution to all holders of Shares or other securities in the capital of the Corporation, or cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or Shares, but including, for greater certainty, Shares or equity interests in a Subsidiary or business unit of the Corporation or one of

its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit), or should the Corporation effect any transaction or change having a similar effect, then the price or the number of Shares to which the Participant is entitled upon exercise or vesting of Award shall be adjusted to take into account such distribution, transaction or change. The Board shall determine the appropriate adjustments to be made in such circumstances in order to maintain the Participants' economic rights in respect of their Awards in connection with such distribution, transaction or change.

(5) For greater clarity, any adjustment, other than in connection with a security consolidation or security split, to Awards granted or issued under this Plan must be subject to the prior acceptance of the Exchange, including but not limited to adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

Section 6.2 Amendment or Discontinuance of the Plan

(1) The Board may amend the Plan or any Award at any time subject to Shareholder Approval as a condition to Exchange acceptance of the amendment. For greater certainty, without limitation, amendments to any of the following provisions of this Plan will be subject to Shareholder Approval, in particular amendments:

- (a) to Persons eligible to be granted or issued Security Based Compensation under this Plan;
- (b) to the maximum number or percentage, as the case may be, of Shares that may be issuable upon exercise of Options or conversion of RSUs under this Plan;
- (c) to the limits under this Plan on the amount of Options or RSUs that may be granted or issued to any one Person or any category of Persons (such as, for example, Insiders);
- (d) to the method for determining the Exercise Price of Options;
- (e) to the maximum term of any Award granted under this Plan;
- (f) to the expiry and termination provisions applicable to any Award granted under this Plan, including the addition of a Black-Out Period;
- (g) to include the addition of a net exercise provision; and
- (h) to any method or formula for calculating prices, values or amounts under this Plan that may result in a benefit to a Participant, including but not limited to the formula for calculating the appreciation of a Stock Appreciation Right (as defined in TSXV Policies).

Provided that Shareholder Approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to amendments of a general "housekeeping" or clerical nature that:

- (i) correct typographical errors; and

- (ii) clarify existing provisions of this Plan, that do not have the effect of altering the scope, nature and intent of such provisions.

(2) Notwithstanding Section 6.2(1), the Board shall be required to obtain Disinterested Shareholder Approval to make the following amendments:

- (a) any change to the maximum number of Shares issuable from treasury under the Plan, except such increase by operation of Section 2.4 and in the event of an adjustment pursuant to Article 6;
- (b) any amendment which reduces the Exercise Price of any Award, as applicable, after such Awards have been granted or any cancellation of an Award and the substitution of that Award by a new Award with a reduced price, except in the case of an adjustment pursuant to Article 6;
- (c) any amendment which reduces the Exercise Price or extends the term of any Option held by a Participant who is an Insider of the Corporation at the time of the proposed amendment;
- (d) any amendment which extends the Expiry Date of any Award or the Restriction Period of any RSU beyond the original Expiry Date, except in case of an extension due to a Black-Out Period;
- (e) any amendment which would permit a change to the pool of Eligible Participants, including a change which would have the potential of broadening or increasing participation by Insiders;
- (f) any amendment which increases the maximum number of Shares that may be (i) issuable to Insiders and Associates of such Insiders at any time; or (ii) issued to Insiders and Associates of such Insiders under the Plan and any other proposed or established Security Based Compensation Plan in a one-year period, except in case of an adjustment pursuant to Article 6; or
- (g) any amendment to the amendment provisions of the Plan, provided that Shares held directly or indirectly by Insiders benefiting from the amendments in Section 6.2(2)(b) and Section 6.2(2)(c) shall be excluded when obtaining such Shareholder Approval.

(3) The Board may, by resolution, but subject to applicable Regulatory Approvals, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment shall not apply for any reason acceptable to the Board.

(4) The Board may, subject to Regulatory Approval, discontinue the Plan at any time without the consent of the Participants, provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Plan.

(5) Notwithstanding any other provision of this Plan, at all times when the Corporation is listed on the TSXV:

- (a) the Corporation shall be required to obtain prior TSXV acceptance of any amendment to this Plan; and
- (b) the Corporation shall be required to obtain Disinterested Shareholder Approval in compliance with the applicable TSXV Policies for this Plan if the Plan, together with all of the Corporation's Security Based Compensation Plans, could permit at any time: (1) the aggregate number of Shares reserved for issuance under Awards granted to any one Person in any twelve (12) month period exceeding 5% of the Outstanding Issue, calculated on the date of such grant; (2) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the Outstanding Issue; and (3) the grant to Insiders (as a group), within a 12 month period, of an aggregate number of Awards exceeding 10% of the issued Shares, calculated at the date an Award is granted to any Insider.

Section 6.3 Change in Control

All provisions herein this Section 6.3 shall be subject to the prior acceptance of the Exchange, if required.

(1) Notwithstanding anything else in this Plan or any Grant Agreement, the Board has the right to provide for the conversion or exchange of any outstanding Awards into or for options, rights, units or other securities of substantially equivalent (or greater) value in any entity participating in or resulting from a Change in Control.

(2) Upon the Corporation entering into an agreement relating to a transaction which, if completed, would result in a Change in Control, or otherwise becoming aware of a pending Change in Control, the Corporation shall give written notice of the proposed Change in Control to the Participants, together with a description of the effect of such Change in Control on outstanding Awards, not less than seven (7) days prior to the closing of the transaction resulting in the Change in Control.

(3) The Board may, in its sole discretion, change the Performance Criteria or accelerate the vesting and/or the Expiry Date of any or all outstanding Awards to provide that, notwithstanding the Performance Criteria and/or vesting provisions of such Awards or any Grant Agreement, such designated outstanding Awards shall be fully performed and/or vested and conditionally exercisable upon (or prior to) the completion of the Change in Control, provided that the Board shall not, in any case, authorize the exercise of Awards pursuant to this Section 6.3(3) beyond the Expiry Date of the Awards. If the Board elects to change the Performance Criteria or accelerate the vesting and/or the Expiry Date of the Awards, then if any of such Awards are not exercised within seven (7) days after the Participants are given the notice contemplated in Section 6.3(2) (or such later Expiry Date as the Board may prescribe), such unexercised Awards shall, unless the Board otherwise determines, terminate and expire following the completion of the proposed Change in Control. If, for any reason, the Change in Control does not occur within the contemplated time period, the satisfaction of the Performance Criteria, the acceleration of the vesting and the Expiry Date of the Awards shall be retracted and vesting shall instead revert to the manner provided in the Grant Agreement.

(4) To the extent that the Change in Control would also result in a capital reorganization, arrangement, amalgamation or reclassification of the Share capital of the Corporation and the Board does not change the Performance Criteria or accelerate the vesting and/or the Expiry Date of Awards pursuant to Section 6.3(3), the Corporation shall make adequate provisions to ensure that, upon completion of the proposed Change in Control, the number and kind of Shares subject to outstanding Awards and/or the Option Price per Share of Options shall be appropriately adjusted (including by substituting the Awards for Awards to acquire securities in any successor entity to the Corporation) in such manner as the Board considers equitable to prevent substantial dilution or enlargement of the rights granted to Participants. The Board may make changes to the terms of the Awards or the Plan to the extent necessary or desirable to comply with any rules, regulations or policies of any stock exchange on which any securities of the Corporation may be listed, provided that the value of previously granted Awards and the rights of Participants are not materially adversely affected by any such changes.

(5) Notwithstanding anything else to the contrary herein, in the event of a potential Change in Control, the Board shall have the power, in its sole discretion, to modify the terms of this Plan and/or the Awards (including, for greater certainty, to cause the vesting of all unvested Awards) to assist the Participants to tender into a Take-Over Bid or other transaction leading to a Change in Control. For greater certainty, in the event of a Take-Over Bid or other transaction leading to a Change in Control, the Board shall have the power, in its sole discretion, to permit Participants to conditionally exercise their Awards, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such Take-Over Bid in accordance with the terms of such Take-Over Bid (or the effectiveness of such other transaction leading to a Change in Control). If, however, the potential Change in Control referred to in this Section 6.3(5) is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 6.3(5) or the definition of “Change in Control”: (i) any conditional exercise of vested Awards shall be deemed to be null, void and of no effect, and such conditionally exercised Awards shall for all purposes be deemed not to have been exercised, (ii) Shares which were issued pursuant to the exercise of Awards which vested pursuant to this Section 6.3 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Awards which vested pursuant to this Section 6.3 shall be reinstated.

ARTICLE 7 – MISCELLANEOUS

Section 7.1 Use of an Administrative Agent and Trustee

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

Section 7.2 Tax Withholding

(1) Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law in respect of the exercise of

Options or settlement of RSUs granted or awarded under this Plan, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, a Participant who wishes to exercise an Option or settle an RSU must, in addition to following the procedures set out elsewhere in this Plan, and as a condition of exercise or settlement, as applicable:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Corporation for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Corporation (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Corporation.

(2) The Corporation shall not be responsible for any tax consequences to a Participant as a result of such Participant's participation in this Plan.

(3) Notwithstanding the first paragraph of this Section 7.2, the applicable tax withholdings may be waived where the Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which regulation 100(3) of the regulations of the Tax Act apply.

Section 7.3 Reorganization of the Corporation

The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, Shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

Section 7.4 No Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of Shares issued in accordance with the provisions of this Plan or to the effect of the Tax Act or any other taxing statute governing the Options or the Shares issuable thereunder or the tax consequences to a Participant. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Corporation.

Section 7.5 Governing Laws

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 7.6 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

Section 7.7 Effective Date of the Plan

The Plan was approved by the Board and shall take effect on September 6, 2024.

Schedule A – Form of Option Commitment

[NOTE: THIS FORM OF OPTION COMMITMENT IS INTENDED FOR CANADIAN PARTICIPANTS AND MAY NOT BE SUITABLE FOR USE BY NON-CANADIANS, INCLUDING FOR PARTICIPANTS WHO ARE IN THE UNITED STATES OR ARE U.S. PERSONS. THE OPTIONS AND THE UNDERLYING OPTIONED SHARES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR UNDER ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD TO ANY PERSON WITHIN THE UNITED STATES OR ANY “U.S. PERSON” (AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT) ABSENT AN EXEMPTION FROM APPLICABLE REGISTRATION REQUIREMENTS.]

DATABLE TECHNOLOGY CORPORATION

OPTION COMMITMENT

Notice is hereby given that, effective this _____ day of _____, _____, pursuant to the provisions of the Omnibus Incentive Plan (the “**Plan**”) of Datable Technology Corporation (the “**Corporation**”), the Corporation has granted to _____ (the “**Optionee**”), options (the “**Options**”) to acquire _____ common shares in the capital of the Corporation (“**Optioned Shares**”) up to 5:00 p.m. (Vancouver Time) on the _____ day of _____, _____ (the “**Expiry Date**”), or such earlier date as determined in accordance with the terms of this Plan, at an Exercise Price of \$ _____ per Optioned Share.

[Optioned Shares are to vest immediately.]

OR

[Optioned Shares will vest (*INSERT VESTING SCHEDULE AND TERMS*)]

The grant of the Options evidenced hereby is made subject to the terms and conditions of this Plan, which are hereby incorporated herein and form part hereof. This Option Commitment and the Options evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in this Plan. This Option Commitment is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of this Plan and the records of the Corporation shall prevail.

To exercise the Options, (1) deliver a written notice in the form attached as Schedule B to the Plan (or in such other form as established by the Corporation) specifying the number of Optioned Shares you wish to acquire, together with a certified cheque, wire transfer or bank draft payable to the Corporation for the aggregate exercise price plus, subject to Section 7.2 of the Plan, any required withholding taxes, or (2) if the Optionee wishes to exercise the Options on a “net exercise” basis or “cashless exercise” basis in accordance Section 3.7 of this Plan and the Corporation’s Board approves the exercise on a “net exercise” basis or “cashless exercise” basis, deliver a written notice and comply with such other conditions as established by the Corporation for a “net exercise” or “cashless exercise”. A certificate, or written notice in the case of uncertificated shares, for the Optioned Shares so acquired will be issued by the Corporation or its transfer agent, if applicable, as soon as practicable thereafter and may bear a restrictive legend if required under applicable securities laws or the policies of the TSX Venture Exchange.

[*Note: If a four month hold period is applicable under the policies of the TSX Venture Exchange, the following legend must be placed on the certificate or the written notice in the case of uncertificated shares.*

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL *[insert date 4 months from the date of grant]*”.]

The Corporation and the Optionee represent that the Optionee, under the terms and conditions of this Plan, is a bona fide Service Provider (as defined in this Plan), entitled to receive Options under TSX Venture Exchange policies.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Corporation and the TSX Venture Exchange as more particularly set out in the Acknowledgement – Personal Information in use by the TSX Venture Exchange on the date of this Option Commitment.

The Optionee acknowledges receipt of a copy of the Plan and represents to the Corporation that the Optionee is familiar with the terms and conditions of the Plan, and hereby accepts these Options subject to all of the terms and conditions of the Plan. The Optionee agrees to execute, deliver, file and otherwise assist the Corporation in filing any report, undertaking or document with respect to the awarding of the Options and exercise of the Options, as may be required by applicable regulatory authorities.

DATABLE TECHNOLOGY CORPORATION

Authorized Signatory

Signature of Optionee:

Signature

Date signed:

Print Name

Address

Schedule B – Form of Exercise Notice

EXERCISE NOTICE FOR OPTIONS

Datable Technology Corporation
Unit 301, 1062 Homer St.
Vancouver, British Columbia, V6B 2W9 Canada

Re: Notice of Exercise - Options

Attn: Chief Financial Officer & Corporate Secretary of Datable Technology Corporation (the “Corporation”)

This letter is to inform the Chief Financial Officer & Corporate Secretary of the Corporation that I, _____, wish to exercise _____ Options, at _____ per Share, on this _ day of _____, 20____.

The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Notice and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.

I represent, warrant and certify that, at the time of exercise of the Options, I am not in the United States, I am not a “U.S. person” (as defined in Regulation S under the United States Securities Act of 1933, as amended), and I am not exercising the Options for the account or benefit of a U.S. person or a person in the United States, and I did not execute or deliver this exercise form in the United States.

Payment issued in favour of Datable Technology Corporation for the amount of \$_____ will be forwarded, including withholding tax amounts.

Please register the Share certificate or DRS advice in the name of:

Name of Optionee: _____

Address: _____

Please send Share certificate or DRS advice to:

Name of Optionee: _____

Address: _____

Sincerely,

Signature of Optionee

Date

SIN Number (for T4)

Schedule C – Form of RSU Grant Agreement

[NOTE: THIS FORM OF RSU GRANT AGREEMENT IS INTENDED FOR CANADIAN PARTICIPANTS MAY NOT BE SUITABLE FOR USE BY NON-CANADIANS, INCLUDING FOR PARTICIPANTS WHO ARE IN THE UNITED STATES OR ARE U.S. PERSONS. THE RESTRICTED SHARE UNITS AND THE UNDERLYING SHARES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR UNDER ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR ISSUED TO ANY PERSON WITHIN THE UNITED STATES OR ANY “U.S. PERSON” (AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT) ABSENT AN EXEMPTION FROM APPLICABLE REGISTRATION REQUIREMENTS.]

DATABLE TECHNOLOGY CORPORATION

RESTRICTED SHARE UNIT GRANT AGREEMENT

This restricted share unit agreement (“**RSU Grant Agreement**”) is entered into between Datable Technology Corporation (the “**Corporation**”) and the Participant named below (the “**Recipient**”) of the restricted share units (“**RSUs**”) pursuant to the Corporation’s omnibus incentive plan (the “**Plan**”). Capitalized terms used and not otherwise defined in this RSU Grant Agreement shall have the meanings set forth in the Plan.

The terms of the RSUs, in addition to those terms set forth in the Plan, are as follows:

1. **Recipient.** The Recipient is ● and the address of the Recipient is currently ●.
2. **Grant of RSUs.** The Recipient is hereby granted ● RSUs.
3. **Settlement.** The RSUs shall be settled as follows:
(Select one of the following three options):
 - (a) One Share issued from treasury per RSU.
 - (b) Cash Equivalent of one Share per RSU.
 - (c) Either (a), (b), or a combination thereof, at the election of the Recipient.
4. **Restriction Period.** In accordance with Section 4.3 of the Plan, the Restriction Period in respect of the RSUs granted hereunder, as determined by the Board, shall commence on ● and terminate on ●.
5. **Performance Period.** ●.
6. **Vesting.** Subject to any acceleration in vesting as provided in the Plan and approved by the Board, the RSUs granted in this award vest as follows:

<u>% of RSUs Which Vest</u>	<u># of RSUs Which Vest</u>	<u>Vesting Date</u>
[insert]%	[insert]	[insert]
[insert]%	[insert]	[insert]
[insert]%	[insert]	[insert]

7. **Transfer of RSUs.** The RSUs granted hereunder are neither transferable nor assignable except in accordance with the Plan.
8. **Inconsistency.** This RSU Grant Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this RSU Grant Agreement and the Plan, the terms of the Plan shall govern.
9. **Severability.** Wherever possible, each provision of this RSU Grant Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this RSU Grant Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this RSU Grant Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
10. **Entire Agreement.** This RSU Grant Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
11. **Successors and Assigns.** This RSU Grant Agreement shall bind and enure to the benefit of the Recipient and the Corporation and their respective successors and permitted assigns.
12. **Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof.
13. **Governing Law.** This RSU Grant Agreement and the RSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
14. **Counterparts.** This RSU Grant Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Remainder of page left intentionally blank; Signature page follows]

By signing this RSU Grant Agreement, the Participant acknowledges that they have been provided with, have read and understand the Plan and this RSU Grant Agreement.

IN WITNESS WHEREOF the parties hereof have executed this RSU Grant Agreement as of the _____ day of _____, 20____.

DATABLE TECHNOLOGY CORPORATION

By: _____

Name: ●

Title: ●

Signature of Participant:

Signature

Date signed:

Print Name

Address

Schedule D – Form of RSU Settlement Notice

RSU SETTLEMENT NOTICE

TO: DATABLE TECHNOLOGY CORPORATION (the “Corporation”)

1. The undersigned (the “**Holder**”), being the holder of _____ restricted share units (“**RSUs**”) of the Corporation pursuant to the Corporation’s omnibus incentive plan, as amended from time to time (the “**Plan**”), hereby irrevocably gives notice to the Corporation of the Holder’s election to settle the RSUs. The Holder acknowledges that, in accordance with the terms of the Plan and the applicable restricted share unit agreement, the RSUs will be settled in common shares in the capital of the Corporation (the “**Shares**”).

2. The Holder directs the Corporation, for the Shares to be issued in settlement of the RSUs, to issue a Share certificate or DRS advice evidencing said Shares registered as follows:
[Instructions: Please insert name and address for registration and delivery.]

3. In order to satisfy the Corporation’s withholding obligations in connection with the settlement of the RSUs, the Holder hereby agrees, subject to Section 7.2 of the Plan, to forward payment to the Corporation for the amount of \$_____.

4. By executing this RSU Settlement Notice, the Holder hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this RSU Settlement Notice shall have the meanings given to them under the Plan.

DATED the _____ day of _____, 20____.

[Name of Holder]