

SCREENPRO SECURITY INC.

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF
SHAREHOLDERS**

and

MANAGEMENT INFORMATION CIRCULAR

for the

Annual General and Special Meeting of Shareholders

to be held on

August 17, 2022

Dated as of July 11, 2022

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SCREENPRO SECURITY INC.
(the "Company")
2300 Yonge Street, Suite 2802
Toronto, Ontario, M4P 1E4

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TAKE NOTICE that the annual general and special meeting (the "**Meeting**") of shareholders of the Company will be held at 25 Adelaide St. East Suite 1900, Toronto, ON M5C 3A1, on August 17, 2022 at 2:00 p.m. (Toronto time), for the following purposes:

1. To elect directors of the Company for the ensuing year;
2. To appoint SHIM & Associates LLP, Chartered Professional Accountants as the auditor of the Company for the ensuing year and to authorize the directors to fix the auditor's remuneration;
3. To consider and, if deemed advisable, to pass, with or without variation, a resolution re - approving the Company's Stock Option Plan, all as more fully described in the section of the Circular entitled "*Approval of Stock Option Plan*";
4. To consider and, if deemed advisable, to pass, with or without variation, a special resolution authorizing a change of name of the Company to "Concierge Medical Services Inc." or such other name as the board of directors of the Company may choose, acting in the best interests of the Company, all as more fully described in the section of the Circular entitled "*Particulars of Matters to be Acted Upon – Approval of Name Change*"; and
5. To consider any permitted amendment to, or variation of, any matter identified in this Notice of Annual General and Special Meeting (the "**Notice**") and to transact such other business as may properly come before the Meeting or any adjournment thereof. Management is not currently aware of any other matters that could come before the Meeting.

Accompanying this Notice are: (1) the management information circular (the "**Information Circular**"); and (2) a form of proxy, which includes a supplemental mailing list request form for use by shareholders who wish to receive the Company's financial statements. The Information Circular provides further information respecting proxies and the matters to be considered at the Meeting and is deemed to form part of this Notice.

Registered Shareholders who are unable to attend the Meeting in person and who wish to ensure that their common shares will be voted at the Meeting, must complete, date and execute the enclosed form of proxy, or another suitable form of proxy, and deliver it in accordance with the instructions set out in the form of proxy and in the Information Circular.

Non-Registered Shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy and in the Information Circular to ensure that their Common Shares will be voted at the Meeting. If you hold your Common Shares in a brokerage account, you are a Non-Registered Shareholder.

DATED July 11, 2022.

BY ORDER OF THE BOARD

/s/ "*Lena Kozovski*"

Lena Kozovski
Chief Executive Officer

SCREENPRO SECURITY INC.
(the "Company")
2300 Yonge Street, Suite 2802
Toronto, Ontario, M4P 1E4

MANAGEMENT INFORMATION CIRCULAR
as at July 11, 2022

This Management Information Circular (the "Information Circular") is furnished in connection with the solicitation of proxies by the management ("Management") of the Company for use at the annual general and special meeting (the "Meeting") of the holders (the "Shareholders") of common shares (the "Common Shares") to be held on August 17, 2022 at 2:00 p.m. (Toronto time) at 25 Adelaide St. East, Suite 1900, Toronto Ontario, M5C 3A1 for the purposes set forth in the accompanying notice of the Meeting (the "Notice").

In this Information Circular, references to the "Company", "we" and "our" refer to ScreenPro Security Inc. "Common Shares" means common shares without par value in the capital of the Company, and references to "Intermediaries" refer to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Shareholders.

GENERAL PROXY INFORMATION

Solicitation of Proxies

Management is furnishing this Information Circular in connection with the solicitation of proxies to be used at the Meeting so that the directors of the Company may be elected and auditors may be appointed.

The solicitation of proxies will be primarily by mail, but proxies may also be solicited personally or by telephone by directors, officers and 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.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the "Proxy") are officers 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 or at any adjournment thereof. You may do so either by inserting the name of that other person in the blank space provided in the Proxy (and striking out the names now designated) or by completing and delivering another suitable form of proxy.** For instructions regarding the delivery of instruments of proxy, see below under the heading "Registered Shareholders."

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;
- (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. Management is not currently aware of any other matter that could come before the Meeting. However, if any amendment or variation to any matter identified in the accompanying Notice or any other matter, which are not now known to Management, should properly come before the meeting or any adjournment thereof, the Common Shares represented by properly executed proxies in favour of the person(s) designated by Management in the enclosed Proxy will be voted on any such matter pursuant to such discretionary authority.

Registered Shareholders

A registered shareholder ("**Registered Shareholder**") 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 by completing, dating and signing the enclosed Proxy and returning it to the Company's transfer agent, Computershare Trust Company of Canada (the "**Transfer Agent**") as follows: by phone (toll free) at 1-866-732-VOTE (8683); by internet at www.investorvote.com; or by mail or hand delivery to 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1. To be effective, the Proxy must be received by 2:00 p.m. (Toronto time) on August 15, 2022 or not less than forty-eight (48) hours, excluding Saturdays, Sundays and statutory holidays in the Province of Ontario, before the time set for the holding of the Meeting or any adjournment(s) thereof (the "**Proxy Deadline**").

Non-Registered Shareholders

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. However, in many cases, Shareholders of the Company are non-registered Shareholders ("**Non-Registered Shareholder**"), because the Common Shares they own are not registered in their names, but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares. More particularly, a person is a Non-Registered Shareholder in respect of Common Shares which are held on behalf of that person, but which are registered either: (a) in the name of an intermediary that the Non-Registered Shareholder deals with in respect of the Common Shares (intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the intermediary is a participant. Non-Registered Shareholders do not appear on the list of Shareholders of the Company maintained by the Transfer Agent.

In accordance with the requirements as set out in National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), the Company has distributed copies of the Notice, this Information Circular, the Proxy and the supplemental mailing list return card (collectively, the "**Meeting Materials**") to the clearing agencies and intermediaries for onward distribution to Non-Registered Shareholders who have advised their intermediaries that they object to such intermediaries providing their ownership information to the Company ("**Objecting Beneficial Owners**"). The Company shall bear the cost of distributing the Meeting Materials to Objecting Beneficial Owners through intermediaries.

Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders unless a Non-Registered Shareholder has waived the right to receive them. Intermediaries will frequently use service companies to forward the Meeting Materials to Non-Registered Shareholders. Generally, any Non-Registered Shareholder who has not waived the right to receive Meeting Materials will either:

- (a) be given the Proxy which has already been signed by the intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed. Because the intermediary has already signed the Proxy, it is not required to be signed by the Non-Registered Shareholder when submitting it. If the Non-Registered Shareholder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on their behalf), the Non-Registered Shareholder must complete the Proxy and deposit it with the Company's Transfer Agent, as provided above. If a Non-Registered Shareholder wishes to attend and vote at the Meeting in person (or have

another person attend and vote on their behalf), the Non-Registered Shareholder must strike out the names of the persons named in the Proxy and insert the Non-Registered Shareholder's (or such other person's) name in the blank space provided; or

- (b) (more typically) be given a voting instruction form ("VIF") which is not signed by the intermediary, and which, when properly completed and signed by the Non-Registered Shareholder and returned to the intermediary or its service company, will constitute voting instructions which the intermediary must follow. Typically, the VIF will consist of a one page pre-printed form. Sometimes, instead of the one page pre-printed form, the VIF will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the proxy to validly constitute a VIF, the Non-Registered Shareholder must remove the label from the instructions and affix it to the proxy, properly complete and sign the proxy and return it to the intermediary or its service company in accordance with the instructions of the intermediary or its service company. If the Non-Registered Shareholder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the holder's behalf), the VIF must be completed, signed and returned in accordance with the directions on the form. If a Non-Registered Shareholder wishes to attend and vote at the Meeting in person (or have another person attend and vote on their behalf), the Non-Registered Shareholder must complete, sign and return the VIF in accordance with the directions provided and a form of proxy giving the right to attend and vote will be forwarded to the Non-Registered Shareholder.

In either case, the purpose of this procedure is to permit Non-Registered Shareholders to direct the votes attached to the Common Shares which they beneficially own. Should a Non-Registered Shareholder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Shareholder should strike out the names of the Management proxyholders named in the form and insert the Non-Registered Shareholder's name in the blank space provided on the form. **In either case, Non-Registered Shareholders should carefully follow the instructions of their intermediaries, including those regarding when and where the proxy or proxies authorization forms are to be delivered.**

Revocation of Proxies

Only Registered Shareholders have the right to revoke proxies. Any Non-Registered Shareholder who wishes to change its vote must arrange for its intermediary to revoke its proxy on its behalf.

In addition to revocation in any other manner permitted by law, a Registered Shareholder who has given a proxy may revoke it by:

- (a) executing a Proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or, if the Registered Shareholder is a Company, under its corporate seal by an officer or attorney duly authorized, and by delivering the Proxy bearing a later date to the Transfer Agent or at the address of the Company at 77 King St. W, Suite 3000, Ontario, M5K 1G8, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the Registered Shareholder's Common Shares.

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

RECORD DATE AND QUORUM

The board of directors of the Company (the "**Board**") has fixed July 8, 2022 as the record date ("**Record Date**") for determining Shareholders entitled to receive notice and to vote at the Meeting or any postponement thereof.

A quorum will be present at the Meeting if there is at least two individuals present in person, each of whom is either a shareholder entitled to attend and vote at the Meeting or the proxyholder of such a shareholder appointed by means of a valid proxy.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of Common Shares. As of the date of this Information Circular, 100,472,247 Common Shares were issued and outstanding, each Common Share carrying one vote in respect of each matter to be voted upon at a meeting of Shareholders.

To the knowledge of the Company no shareholder owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company:

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast at the Meeting is required to pass the resolutions described herein. If there are more nominees (each a "**Nominee**") for election as directors or appointment of the Company's auditor than there are vacancies to fill, those Nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of Nominees for election or appointment is equal to the number of vacancies to be filled, all such Nominees will be declared elected or appointed by acclamation.

CURRENCY

In this Information Circular, unless otherwise indicated, all references to "CDN\$" or "\$" refer to Canadian dollars.

STATEMENT OF CORPORATE GOVERNANCE

Corporate Governance

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of Management that are appointed by the Board and charged with the day-to-day management of the Company. The Canadian Securities Administrators have published National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), National Policy 58-201 – *Corporate Governance Guidelines* ("**NP 58-201**") and National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). These set out a series of guidelines and requirements for effective corporate governance (collectively, the "**Guidelines**"). The Guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees, and the effectiveness and education of board members. NI 58-101 requires reporting issuers to disclose on an annual basis their approach to corporate governance with reference to the Guidelines. Set out below is a description of the Company's approach to corporate governance in relation to the Guidelines.

Board of Directors

The Board is currently composed of five (5) directors. At the Meeting, Shareholders will be asked to elect six (6) directors: Lena Kozovski, Chief Executive Officer; Michael Yeung, Chairman of the Board; Charles Schade, Youngcho Lee, Dr. Jibran Sharif and Alexander Gordon MacKay. Charles Schade, Youngcho Lee, Dr. Jibran Sharif and Alexander Gordon MacKay are "independent" as defined by NI 52-110, which provides that a director is independent if he or she has no direct or indirect "material relationship" with the Company. "Material relationship"

is defined as a 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. Lena Kozovski is not independent by virtue of being executive officer of the Company.

Directorships

The following table sets forth the directors of the Company that currently hold directorships in other reporting issuers:

Name of Director	Other Issuer
Lena Kozovski	N/A
Michael Yeung	N/A
Charles Schade	N/A
Youngcho Lee	Graph Blockchain Inc.
Dr. Jibrán Sharif	N/A
Alexander G. MacKay	Graph Blockchain Inc.

Orientation and Continuing Education

While the Company currently has no formal orientation and education program for new Board members, sufficient information (such as recent financial statements, proxy solicitation materials, various other operating and budget reports and board and committee mandates) is provided to new Board members to ensure that they are familiar with the Company's business and the procedures of the Board. In addition, directors are encouraged to visit and meet with management on a regular basis. The Company also encourages continuing education of its directors and officers where appropriate in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Company.

Ethical Business Conduct

Ethical business behaviour is of great importance to the Board and Management. The Company intends on instituting policies on insider trading in the near future and also plans to adopt a code of business ethics for all directors, officers, staff and personnel.

In addition, as some of the directors of the Company also serve as directors and officers of other companies, the Board must comply with the conflict of interest provisions of the *Business Corporations Act* (Ontario), (the "OBCA") as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Each director is required to declare the nature and extent of his interest and is not entitled to vote at meetings which involve such conflict.

Nomination of Directors

The Board performs the functions of a nominating committee with responsibility for the appointment and assessment of directors. The Board believes that this is a practical approach at this stage of the Company's development.

While there are no specific criteria for Board membership, the Company attempts to attract and maintain directors with business knowledge, such as accounting and finance, which assists in guiding Management. As such, nominations tend to be the result of recruitment efforts by Management and discussions among the directors prior to the consideration of the Board as a whole.

Compensation

The Company does not currently compensate Management or members of the Board.

Assessments

The Company's Board monitors the adequacy of information given to directors, communication between the Board and Management, and the strategic direction and processes of the Board and its committees.

Audit Committee Disclosure

The audit committee of the Company (the "**Audit Committee**") is responsible for the Company's financial reporting process and the quality of its financial reporting. In addition to its other duties, the Audit Committee reviews all financial statements, annual and interim, intended for circulation among Shareholders and reports upon these to the Board. In addition, the Board may refer to the Audit Committee other matters and questions relating to the financial position of the Company. In performing its duties, the Audit Committee maintains effective working relationships with the Board, Management and the external auditors and monitors the independence of those auditors.

Audit Committee's Charter

A copy of the charter of the Audit Committee is annexed hereto as Schedule "A".

Composition of the Audit Committee

The following are the members of the Audit Committee:

Name	Independent/ Not Independent ⁽¹⁾	Financial Literacy ⁽¹⁾
Charles Schade	Yes	Yes
Lena Kozovski	No	Yes
Alexander G. MacKay ⁽²⁾	Yes	Yes

Notes:

- (1) Terms have their respective meanings ascribed in NI 52-110.
- (2) Alexander G. MacKay is the Chair of Audit Committee.

Reliance on Certain Exemptions

The Company is classified as a Venture Issuer, and accordingly, is exempt from the requirements of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations) of NI 52-110.

External Audit Service Fees

Aggregate fees from the Auditor for the fiscal year ended December 31, 2021 and December 31, 2020 were as follows:

	Fiscal Year Ended December 31, 2021	Fiscal Year Ended December 31, 2020
Audit Fees ⁽¹⁾	\$123,000	\$53,200
Audit-related Fees ⁽²⁾	Nil	Nil
Tax Fees ⁽³⁾	\$3,000	\$6,276
All Other Fees ⁽⁴⁾	Nil	Nil
Total	\$126,000	\$59,476

Notes:

- (1) "Audit fees" include fees rendered by the Company's external auditor for professional services necessary to perform the annual audit and any quarterly reviews of the Company's financial statements. This includes fees for the review of tax provisions and for accounting consultations on matters reflected in the financial statements.
- (2) "Audit-related fees" include fees for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and that are not included in the "Audit Fees" category.
- (3) "Tax fees" include fees for professional services rendered by the Company's external auditor for tax compliance, tax advice and tax planning.
- (4) "All other fees" include fees for products and services provided by the Company's external auditor, other than services reported under the table heading "Audit Fees", "Audit-Related Fees" or "Tax Fees".

STATEMENT OF EXECUTIVE COMPENSATION***Compensation Summary***

The following table provides a summary of total compensation earned during each of the twelve (12) month periods ended December 31, 2021 and December 31, 2020, respectively, by the Company's Named Executive Officers for services rendered during such period.

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other Compensation (\$)	Total Compensation (\$)
					Annual incentive plans	Long-term incentive plans			
John McMullen ⁽¹⁾ Former CEO	2020	33,667	Nil	Nil	Nil	Nil	Nil	Nil	33,667
	2021	66,774	Nil	Nil	Nil	Nil	Nil	Nil	66,774
Andrew Ryu ⁽²⁾ Former CEO, Chairman	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	55,000
	2021	220,000	Nil	Nil	Nil	Nil	Nil	Nil	230,000
Lena Kozovski ⁽³⁾ CEO, Director	2020	25,000	Nil	Nil	Nil	Nil	Nil	Nil	25,000
	2021	140,000	Nil	Nil	Nil	Nil	Nil	Nil	140,000
Paul Haber ⁽⁴⁾ CFO	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	42,500	Nil	Nil	Nil	Nil	Nil	Nil	42,500
Youngcho Lee ⁽⁵⁾ Former Director	2020	2,000	500	Nil	Nil	Nil	Nil	Nil	2,500
	2021	73,333	Nil	Nil	Nil	Nil	Nil	Nil	314,333
Alexander G. Mackay ⁽⁶⁾ Director	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
James Hyland ⁽⁷⁾ Director	2020	9,250	Nil	Nil	Nil	Nil	Nil	Nil	9,250
	2021	14,500	Nil	Nil	Nil	Nil	Nil	Nil	14,500
Richard Yoon ⁽⁸⁾ Former Director	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Jeff Stevens Former Director	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Note:

- (1) John McMullen was appointed as CEO on January 1, 2021, and ceased being CEO on May 17, 2021
- (2) Andrew Ryu was appointed as Interim CEO and Chairman on May 17, 2021 and ceased being Interim CEO on September 1, 2021 and Chairman on February 15, 2022.
- (3) Lena Kozovski was appointed as CEO and Director on September 1, 2021 and May 31, 2022 respectively.
- (4) Paul Haber was appointed as CFO on March 5, 2021.
- (5) Youngcho Lee was appointed as Director on March 5, 2021 and ceased being Director on May 31, 2022
- (6) Alexander MacKay was appointed as Director on March 5, 2021.
- (7) James Hyland was appointed as Director on March 5, 2021.
- (8) Richard Yoon was appointed as Director on March 5, 2021 and ceased being Director on August 9, 2021.

Stock Options Granted, Exercised and Held

To the knowledge of Management, at the present time, the Company does not have a stock option plan and no stock options are currently outstanding.

COMPENSATION OF DIRECTORS

Individual Director Compensation

For the past three fiscal years, to the knowledge of Management, no director compensation has been provided by the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

To the knowledge of Management, no directors, proposed Nominees for election as directors, executive officers or their respective associates or affiliates, or other Management are indebted to the Company as of the date hereof or were indebted to the Company at any time during the fiscal year ended December 31, 2017.

DIRECTORS' AND OFFICERS' INSURANCE

The Company has carried directors' and officers' liability Insurance with limit of \$2.5M since 2021.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Management is not aware of any material interest, direct or indirect, of any informed person of the Company, or any associate or affiliate of any such informed person, in any transaction since the commencement of the Company's fiscal year ended December 31, 2021, or in any proposed transaction, that has materially affected or would materially affect the Company or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

The directors and Management have an interest in the resolutions concerning the election of directors. Otherwise no director or member of Management or any associate of the foregoing has any substantial interest, direct or indirect, by way of beneficial ownership of Common Shares or otherwise in the matters to be acted upon at the Meeting, except for any interest arising from the ownership of Common Shares of the Company where the Shareholder will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of Common Shares in the capital of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

Election of Directors

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless a director's office is earlier vacated in accordance with the provisions of the OBCA, each director elected will hold office until the conclusion of the next annual general meeting of the Company.

The Board is currently composed five (5) directors: Lena Kozovski, Michael Yeung, Charles Schade, James Hyland and Alexander Gordon MacKay. It is proposed that four of these directors will be nominated at the meeting – Lena Kozovski, Michael Yeung, Charles Schade and Alexander Gordon MacKay. In addition, Youngcho Lee and Dr. Jibrán Sharif will also be nominated at the meeting.

The following table sets forth information with respect to each Nominee, including the number of Common Shares beneficially owned, or controlled or directed, directly or indirectly, by such person or the person's associates or affiliates as at the Record Date. The information as to Common Shares beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Company, has been furnished by the respective proposed Nominees individually, and such information does not include Common Shares issuable upon the exercise of options, warrants or other convertible securities of the Company.

Name of Nominee, Current Position with the Company, and Province/State and Country of Residence	Occupation, Business or Employment	Director Since	Number and Percentage of Common Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly⁽¹⁾
Michael Yeung Alberta, Canada	Currently the President of Niftable and the Chairman of ScreenPro Security Inc.	February 15, 2022	2,445,000
Lena Kozovski Ontario, Canada	Currently the CEO and Director of ScreenPro Security Inc.	May 31, 2022	1,533,029
Charles Schade⁽²⁾ Ontario, Canada	Currently the director of ScreenPro Security Inc.	February 15, 2022	Nil
Youngcho Lee British Columbia, Canada	Managing Director of Datametrex Korea; Currently the director of Graph Blockchain Inc.	Nominee	1,525,087
Alexander Gordon MacKay⁽²⁾ Ontario, Canada	Currently the director of Sensor Technologies Corp., Graph Blockchain Inc. and ScreenPro Security Inc.	August 9, 2021	Nil
Dr. Jibrán Sharif British Columbia, Canada	Currently the Chief Medical Officer of ScreenPro Security Inc.; Emergency Physician at Surrey Memorial Hospital; Part Owner of Medx; Assistant Medical Director of CVM; Medical Director of Canvas Labs.	Nominee	Nil

Notes:

- (1) Information in the table above is derived from the Company's review of insider reports filed with System for Electronic Disclosure by Insiders (SEDI) and from information furnished by the respective director Nominees.
- (2) Member of the Board's Audit Committee.

Set forth below is a description of the principal occupation of each of the director Nominees during the past five years:

Lena Kozovski

Ms. Kozovski is a proven leader with over 20 years of corporate and management experience. In Ms. Kozovski's recent years, she has worked as Senior Managing Director for prominent companies such as CN Rail and TD Bank. Ms. Kozovski has worked extensively with senior C-Suite, board members and investors internationally supporting their talent management needs, strategic hiring and critical recruiting projects, supporting and maintaining company success. Ms. Kozovski holds a Human Resources Management (HRM) degree from Ted Rogers School of Business Management at Ryerson University, Toronto and has completed several certificates aligned with her current role.

Michael Yeung

Mr. Yeung has over 17 years of experience in capital markets, private equity, and investment banking. Mr. Yeung has worked as Managing Director and Chief Executive Officer for various companies and brings a wealth of knowledge from health care to fintech.

Charles Schade

Mr. Schade is a senior-level marketing executive in the insights industry with a proven track record for strategically identifying opportunities and launching new products successfully. Mr. Schade leads, motivates, and attracts high-performance teams by inspiring staff and committing to ongoing coaching and mentoring. Mr. Schade is the founder and former President of NPD Canada and has over 25 years of sales and servicing experience.

Youngcho Lee

Mr. Lee has BA in Accounting and MBA from Hanyang University in South Korea. He worked in accounting, finance, and auditing department at LG Group- headquarter, overseeing all subsidiaries including LG Electronics, LG Construction, and LG Chemicals. Mr. Lee was responsible for management and consulting projects, specializing in M&A and restructuring. After leaving LG, he founded and operated an educational institution for 15 years in Vancouver. After successful exit from the education industry, he started mobile communications and IT mobile platform businesses in Vancouver and Toronto. Mr. Lee has extensive experience in management, restructuring, financial management, and sales & marketing strategy.

Dr. Jibran Sharif

Dr. Sharif grew up in Vancouver and attended the University of British Columbia where he received a Bachelor of Applied Economics before going on to Medical School at the University of Sydney. After finishing an internship at St. George Hospital, he went on to complete a residency in Family and Emergency Medicine at the University of Saskatchewan and a subsequent fellowship in Point of Care Ultrasound at the University of Calgary. Dr. Sharif also holds a clinical teaching appointment in the Faculty of Medicine at the University of British Columbia. He is a passionate advocate of concierge medicine and believes that all patients should have robust, timely and personalized access to health care professionals.

Alexander G. MacKay

Mr. MacKay is a veteran of the capital markets, having worked on Bay Street in multiple capacities. Mr. MacKay has worked at various securities brokerages as an investment adviser, options supervisor, and branch manager. Mr. MacKay also served as Chief Executive Officer for various public companies. His utmost concern is being aligned, building value for shareholders, and providing rigorous governance.

Orders, Penalties and Bankruptcies

Other than as disclosed below, to the knowledge of the Company, as of the date hereof, no Nominee:

- (a) is, or has been, within 10 years before the date hereof, a director, CEO or CFO of any company (including the Company) 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;
- (b) is, or has been, within 10 years before the date hereof, a director or executive officer of any company (including the Company) that, while such Nominee was acting in that capacity, or within a year of such Nominee 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 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such Nominee.

For the purposes of the above section, the term "**order**" means:

- (a) a cease trade order, including a management cease trade order;
- (b) an order similar to a cease trade order; or
- (c) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days.

To the knowledge of the Company, as of the date hereof, no Nominee has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body,

that would likely be considered important to a reasonable Shareholder in deciding to vote for a proposed director.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF. Management does not contemplate that any of the nominees will be unable to serve as a director of the Company for the ensuing year, however, **IF A NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR OF THE COMPANY FOR ANY REASON AT OR PRIOR TO THE MEETING OR ANY ADJOURNMENT THEREOF, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR THE ELECTION OF ANY PERSON OR PERSONS IN PLACE OF ANY NOMINEES UNABLE TO SERVE AT THE DISCRETION OF THE PERSONS NAMED IN THE ENCLOSED FORM OF PROXY.**

Appointment of Auditor

On April 14, 2021, RSM Canada LLP ("**RSM**") resigned from its appointment as auditors of the Company and the Board of Directors appointed SHIM & Associates LLP, Chartered Professional Accountants ("**SHIM**") as the successor auditor for the Company. The Company filed a change of auditor notice on April 20, 2021 in accordance

with National Instrument 51-102 – *Continuous Disclosure Obligations* (“NI 51-102”) in which the Company confirmed that:

- RSM resigned as auditors for the Company;
- RSM had provided its audit report on the consolidated financial statements of the Company; and
- There were no “reportable events” (as defined in NI 51-102) in association with the change of auditors of the Company.

RSM and SHIM filed letters with the Ontario Securities Commission confirming their agreement with the information set out in the Company’s change of auditor notice. A copy of the reporting package containing the notice and letters referred to above are attached as Schedule “C” to this Circular.

At the Meeting, Shareholders will be asked to vote on the following ordinary resolution:

“BE IT HEREBY RESOLVED,

1. SHIM & Associates LLP, Chartered Professional Accountants, be appointed as auditor of the Company until the close of the next annual general meeting and that the directors of the Company are hereby authorized to fix the remuneration of the auditor.”

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE APPOINTMENT OF SHIM & ASSOCIATES LLP, CHARTERED PROFESSIONAL ACCOUNTANTS, AS AUDITORS OF THE COMPANY TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS OR UNTIL THEIR SUCCESSOR IS APPOINTED, AND THE AUTHORIZATION OF THE DIRECTORS TO FIX THEIR REMUNERATION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.

Approval of Stock Option Plan

Shareholders are being asked to consider and, if deemed appropriate, to pass, with or without variation, a resolution approving the Company’s new stock option plan (the “**Stock Option Resolution**”).

On July 11, 2022, the Board of Directors adopted, subject to stock exchange and Shareholder approval, a stock option plan (the “**2022 Stock Option Plan**”). A copy of the 2022 Stock Option Plan is attached as Schedule “B”.

The purpose of the 2022 Stock Option Plan is to attract and motivate directors, officers, employees, consultants and others providing services to the Company and its subsidiaries, and thereby advance the Company’s interests, by affording such persons an opportunity to acquire an equity interest in the Company through the exercise of stock options.

The Board may also make certain amendments to the 2022 Stock Option Plan without shareholder approval, including such items as setting the vesting date of a given grant and changing the expiry date of an outstanding stock option which does not entail an extension beyond the original. No amendments can be made to the 2022 Stock Option Plan that adversely affect the rights of any option holder regarding any previously granted options without the consent of the option holder.

The number of Common Shares which may be reserved for issuance under the 2022 Stock Option Plan may not at any time exceed 10% of the issued and outstanding shares of the Company. The maximum number of Common Shares which may be reserved for issuance to any one person under the 2022 Stock Option Plan is 5% of the Common Shares outstanding at the time of the grant (calculated on a non-diluted basis) less the number of shares reserved for issuance to such person under any option to purchase Common Shares granted as a compensation or incentive mechanism. The

option price of any Common Shares cannot be less than the greater of the market price of the shares, less any allowable discount (“**Discounted Market Price**”) on (a) the trading day prior to the date of grant of the options, and (b) the date of grant of the options. Options granted under the 2022 Stock Option Plan may be exercised during a period not exceeding five (5) years, subject to earlier termination upon the termination of the optionee’s employment, upon the optionee ceasing to be an employee, senior officer, director or consultant of the Company or any of its subsidiaries, as applicable, or upon the optionee retiring, becoming permanently disabled or dying. The options are non-transferable. The 2022 Stock Option Plan contains provisions for adjustment in the number of shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Common Shares, a merger or other relevant changes in the Company’s capitalization. The 2022 Stock Option Plan does not contain any provision for financial assistance by the Company in respect of options granted.

Options may be granted under the 2022 Stock Option Plan only to directors, officers, employees and other service providers subject to the rules and regulations of applicable regulatory authorities and any Canadian stock exchange upon which the Common Shares may be listed or may trade from time to time.

The Board of Directors recommends that you vote FOR the approval of the Stock Option Resolution. To be effective, the 2022 Stock Option Plan must be approved by a majority of the votes cast by the holders of Common Shares present in person, or represented by proxy, at the Meeting.

The text of the Stock Option Resolution to be submitted to Shareholders at the Meeting is set out below:

“BE IT RESOLVED AS A SPECIAL RESOLUTION OF SHAREHOLDERS:

1. the adoption of the Company’s new 2022 Stock Option Plan, substantially in the form attached to the Circular of the Company dated July 11, 2022, as Schedule “B” is hereby ratified and confirmed; and
2. any director or officer of the Company be and is hereby authorized and directed to execute and deliver for and in the name of and on behalf of the Company, whether under its corporate seal or not, all such certificates, instruments, agreements, documents and notices and to do all such other acts and things as in such person’s opinion may be necessary or desirable for the purpose of giving effect to this resolution.”

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE STOCK OPTION RESOLUTION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.

Approval of Name Change

The Board proposes to change the name of the Company to "Concierge Medical Services Inc.", or such other similar name as may be determined by the Board (the "**Name Change**").

At the Meeting, the Shareholders will be asked to consider and, if thought appropriate, to pass, with or without variation, a special resolution authorizing the Name Change (the "**Name Change Resolution**"), as follows:

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. the change of name of ScreenPro Security Inc.. (the "**Company**") to "Concierge Medical Services Inc.", or such other name as the Board of Directors of the Company may choose, acting in the best interests of the Company is hereby approved;
2. any director or officer is hereby authorized to send to the Director appointed under the *Business Corporations Act* (Ontario), Articles of Amendment of the Company in the prescribed form, and any one or more directors are hereby authorized to prepare, execute and file Articles of Amendment in the prescribed form in order to give effect to this special resolution, and to execute and deliver all such other deeds, documents and other writings and perform such other acts as may be necessary or desirable to give effect to this special resolution; and

3. notwithstanding approval of the Shareholders of the Company as herein provided, the Board of Directors of the Company may, in its sole discretion, abandon the name change and any or all of the actions authorized by this special resolution at any time prior to completion thereof in the sole discretion of the Board of Directors of the Company without further approval of the Shareholders.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE NAME CHANGE RESOLUTION, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.

In order for the vote to be effective, the special resolution must be approved by the affirmative vote of not less than 66 and 2/3% of the votes cast at the Meeting for this resolution.

INDICATION OF OFFICERS AND DIRECTORS

All of the directors and executive officers of the Company have indicated that they intend to vote their Common Shares in favour of each of the above resolutions. In addition, unless authority to do so is indicated otherwise, the persons named in the enclosed Proxy intend to vote the Common Shares represented by such proxies in favour of each of the above resolutions.

CONFLICTS OF INTEREST

Conflicts of interest may arise as a result of the directors of the Company also holding positions as directors or officers of other companies. Some of the directors of the Company have been and will continue to be engaged in the identification and evaluation of assets, businesses and companies on their own behalf and on behalf of other companies, and situations may arise where the directors and officers of the Company are involved with companies in direct competition with the Company. Conflicts, if any, are currently subject to the procedures and remedies provided under the OBCA. Currently, any directors who are in a position of conflict abstain from voting on any matters, which may relate in any way to the matter in conflict.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company at 2300 Yonge Street, Suite 2802, Toronto, ON, M4P 1E4, to request copies of the Company's financial statements and MD&A. Financial information is provided in the Company's comparative financial statements and MD&A for the fiscal year ended December 31, 2021 and subsequent interim periods, which are filed on SEDAR.

OTHER MATTERS

Management is not aware of any other matter to come before the Meeting other than as set forth in the Notice. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

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

DATED July 11, 2022

BY ORDER OF THE BOARD

/s/ "Lena Kozovski"

Lena Kozovski
President & Chief Executive Officer

SCHEDULE "A"

AUDIT COMMITTEE CHARTER

SCREENPRO SECURITY INC.

(the "Company")

PURPOSE OF AUDIT COMMITTEE

The Audit Committee shall assist the board of directors (the "Board") of the Company in fulfilling its oversight responsibilities in the following principal areas: (i) accounting policies and practices, (ii) the financial reporting process, (iii) financial statements provided by the Company to the public, (iv) the systems of internal accounting and financial controls, (v) the qualifications, independence, appointment and oversight of the work of the external auditors, (vi) the qualifications and performance of the internal auditors, and (vii) compliance with applicable legal and regulatory requirements.

In addition to the responsibilities specifically enumerated in this Charter, the Board may refer to the Audit Committee such matters and questions relating to the financial position of the Company and its affiliates as the Board may from time to time see fit.

MEMBERSHIP

The Audit Committee shall consist of at least three directors appointed by the Board. The appointment of members shall occur annually and members are subject to removal or replacement at any time by the Board. The members shall be selected based upon the following, in accordance with applicable laws, rules and regulations:

- a. Independence - Each member shall be independent in accordance with applicable legal and regulatory requirements and in such regard shall have no direct or indirect material relationship with the Company which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment.
- b. Financially Literate - Each member shall be financially literate or must become financially literate within a reasonable period of time after his or her appointment to the Audit Committee. For these purposes, an individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.
- c. Commitment - In addition to being a member of the Audit Committee and of any audit committee of any affiliate of the Company, if a member of the Audit Committee is also on the audit committee of more than two additional public companies, the Board, or the Nominating and Corporate Governance Committee, shall determine that such simultaneous service does not impair the ability of such member to serve effectively on the Company's Audit Committee.

CHAIR AND SECRETARY

The Chair of the Audit Committee shall be selected by the Board. If the Chair is not present, the members of the Audit Committee may designate a Chair for the meeting by majority vote of the members present. The Secretary of the Company shall be the Secretary of the Audit Committee, provided that if the Secretary is not present, the Chair of the meeting may appoint a secretary for the meeting with the consent of the Audit Committee members who are present. A member of the Committee may be designated as the liaison member to report on the deliberations of the Audit Committees of affiliated companies.

MEETINGS

The times and locations of meetings of the Audit Committee and the calling of and procedures at such meetings, shall be determined from time to time by the Audit Committee, in consultation with management when necessary, provided that there shall be a minimum of four meetings per year. The Audit Committee shall have sufficient notice in order to prepare for each meeting. Notice of every meeting shall be given to the external and internal auditors of the Company, and meetings shall be convened whenever requested by the external auditors or any member of the Audit Committee in accordance with applicable law.

MEETING AGENDAS

Agendas for meetings of the Audit Committee shall be developed by the Chair of the Committee in consultation with management and the corporate secretary, and shall be circulated to Audit Committee members prior to Committee meetings.

RESOURCES AND AUTHORITY

The Audit Committee shall have the resources and the authority to discharge its responsibilities, including the authority to engage, at the expense of the Company, outside consultants, independent legal counsel and other advisors and experts as it determines necessary to carry out its duties, without seeking approval of the Board or management.

The Audit Committee shall have the authority to conduct any investigation necessary and appropriate to fulfilling its responsibilities, and has direct access to and the authority to communicate directly with the external auditors, internal auditors, the general counsel of the Company and other officers and employees of the Company.

The members of the Audit Committee shall have the right for the purpose of performing their duties to inspect all the books and records of the Company and its subsidiaries and to discuss such accounts and records and any matters relating to the financial position, risk management and internal controls of the Company with the officers and external and internal auditors of the Company and its subsidiaries. Any member of the Audit Committee may require the external or internal auditors to attend any or every meeting of the Audit Committee.

RESPONSIBILITIES

The Company's management is responsible for preparing the Company's financial statements and the external auditors are responsible for auditing those financial statements. The Committee is responsible for overseeing the conduct of those activities by the Company's management and external auditors, and overseeing the activities of the internal auditors. The Company's external auditors are accountable to the Audit Committee, as representatives of the Company's shareholders.

It is recognized that members of the Audit Committee are not full-time employees of the Company and do not represent themselves to be accountants or auditors by profession or experts in the fields of accounting or auditing or the preparation of financial statements. It is not the duty or responsibility of the Audit Committee or its members to conduct "field work" or other types of auditing or accounting reviews or procedures. Each member of the Audit Committee shall be entitled to rely on (i) the integrity of those persons and organizations within and outside the Company from whom it receives information, and (ii) the accuracy of the financial and other information provided to the Audit Committee by such persons or organizations absent actual knowledge to the contrary.

The specific responsibilities of the Audit Committee shall include those listed below. The enumerated responsibilities are not meant to restrict the Audit Committee from examining any matters related to its purpose.

1. **Financial Reporting Process and Financial Statements**

- a. in consultation with the external auditors and the internal auditors, review the integrity of the Company's financial reporting process, both internal and external, and any major issues as to the adequacy of the internal controls and any special audit steps adopted in light of material control deficiencies;
- b. review all material transactions and material contracts entered into by the Company (and any subsidiary) with any insider or related party of the Company, other than officer or employee compensation arrangements approved or recommended by the Compensation Committee or director remuneration approved or recommended by the Nominating and Corporate Governance Committee;
- c. review and discuss with management and the external auditors the Company's annual audited consolidated financial statements and its interim unaudited consolidated financial statements, and discuss with the external auditors the matters required to be discussed by generally accepted auditing standards in Canada and the United States, as may be modified or supplemented, and for such purpose, receive and review an annual report by the external auditors describing: (i) all critical accounting policies and practices used by the Company, (ii) all material alternative accounting treatments of financial information within generally accepted accounting principles that have been discussed with management of the Company, including the ramifications of the use such alternative treatments and disclosures and the treatment preferred by the external auditors, and (iii) other material written communications between the external auditors and management, and discuss such annual report with the external auditors;
- d. following completion of the annual audit, review with each of management, the external auditors and the internal auditors any significant issues, concerns or difficulties encountered during the course of the audit;
- e. resolve disagreements between management and the external auditors regarding financial reporting;
- f. review the interim quarterly and annual financial statements and annual and interim press releases prior to the release of earnings information;
- g. review and be satisfied that adequate procedures are in place for the review of the public disclosure of financial information by the Company extracted or derived from the Company's financial statements, other than the disclosure referred to in (f), and periodically assess the adequacy of those procedures; and
- h. meet separately, periodically, with management, with the internal auditors and with the external auditors.

2. **External auditors**

- a. require the external auditors to report directly to the Audit Committee;
- b. be directly responsible for the selection, nomination, compensation, retention, termination and oversight of the work of the Company's external auditors engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, and in such regard recommend to the Board the external auditors to be nominated for approval by the shareholders;

- c. pre-approve all audit engagements and the provision by the external auditors of all non-audit services, including fees and terms for all audit engagements and non-audit engagements, and in such regard the Audit Committee may establish the types of non-audit services the external auditors shall be prohibited from providing and shall establish the types of audit, audit-related and non-audit services for which the Audit Committee will retain the external auditors. The Audit Committee may delegate to one or more of its members the authority to pre-approve non-audit services, provided that any such delegated pre-approval shall be exercised in accordance with the types of particular non-audit services authorized by the Audit Committee to be provided by the external auditor and the exercise of such delegated pre-approvals shall be presented to the full Audit Committee at its next scheduled meeting following such pre-approval;
- d. review and approve the Company's policies for the hiring of partners and employees and former partners and employees of the external auditors;
- e. consider, assess and report to the Board with regard to the independence and performance of the external auditors; and
- f. request and review a report by the external auditors, to be submitted at least annually, regarding the auditing firm's internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review, of the auditing firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues.

3. Accounting Systems and Internal Controls

- a. oversee management's design and implementation of and reporting on internal controls. Receive and review reports from management, the internal auditors and the external auditors with regard to the reliability and effective operation of the Company's accounting system and internal controls; and
- b. review the activities, organization and qualifications of the internal auditors and discuss with the external auditors the responsibilities, budget and staffing of the internal audit function.

4. Legal and Regulatory Requirements

- a. receive and review timely analysis by management of significant issues relating to public disclosure and reporting;
- b. review, prior to finalization, periodic public disclosure documents containing financial information, including the Management's Discussion and Analysis and Annual Information Form;
- c. prepare the report of the Audit Committee required to be included in the Company's periodic filings;
- d. review with the Company's General Counsel legal compliance matters, significant litigation and other legal matters that could have a significant impact on the Company's financial statements; and
- e. assist the Board in the oversight of compliance with legal and regulatory requirements.

5. Additional Responsibilities

- a. discuss policies with respect to risk assessment and risk management;

- b. establish procedures and policies for the following
 - i. the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters, and
 - ii. the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters;
- c. prepare and review with the Board an annual performance evaluation of the Audit Committee;
- d. review earnings guidance provided to analysts and rating agencies;
- e. report regularly to the Board, including with regard to matters such as the quality or integrity of the Company's financial statements, compliance with legal or regulatory requirements, the performance of the internal audit function, and the performance and independence of the external auditors; and
- f. review and reassess the adequacy of the Audit Committee's Charter on an annual basis.

SCHEDULE "B"

STOCK OPTION PLAN

SCREENPRO SECURITY INC.

STOCK OPTION PLAN

(July 11, 2022)

PART 1

INTERPRETATION

1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings, namely:

- (a) **"Board"** means the board of directors of the Company and includes any committee of directors appointed by the directors as contemplated by Section 3.1;
- (b) **"Change of Control"** means the acquisition by any person or by any person and a Joint Actor, whether directly or indirectly, of voting securities of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than 50% of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board;
- (c) **"Company"** means ScreenPro Security Inc.;
- (d) **"Consultant"** means an individual or company, other than an Employee or Director of the Company, who:
 - (i) is engaged to provide on an ongoing bona fide basis consulting, technical, management or other services to the Company or to a Subsidiary, other than services provided in relation to a distribution of securities;
 - (ii) provides services under a written contract between the Company or a Subsidiary;
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary; and
 - (iv) has a relationship with the Company or a Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Company;

- (e) “**Director**” means any director of the Company or a Subsidiary;
- (f) “**Eligible Person**” means a *bona fide* Director, Officer, Employee or Consultant, or a corporation employing or wholly owned by such a Director, Officer, Employee or Consultant;
- (g) “**Employee**” means:
 - (i) an individual who is considered an employee of the Company or a Subsidiary under the *Income Tax Act* (Canada) [i.e. for whom income tax, employment insurance and Canada Pension Plan (CPP) deductions must be made at source];
 - (ii) an individual who works full-time for the Company or a Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or a 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 Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;
- (h) “**Exchange**” means the Canadian Securities Exchange and any other stock exchange on which the Shares are listed for trading;
- (i) “**Exchange Policy**” means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;
- (j) “**Expiry Date**” means the earlier of:
 - (i) five (5) years from the date of grant of any Options;
 - (ii) the date set out in Section 3 of the Option Agreement;
 - (iii) if the Optionee is a Director, Officer, Employee or Consultant who does not engage in Investor Relations Activities, 90 calendar days after the date the Optionee ceases to act as such;
 - (iv) if the Optionee is a Consultant who engages in Investor Relations Activities, 30 calendar days after the date the Optionee ceases to act as a Consultant; and
 - (v) if the Optionee dies, one year from the date of the Optionee’s death;
- (k) “**Insider**” has the meaning ascribed thereto in the Securities Act;
- (l) “**Investor Relations Activities**” means any activities, by or on behalf of

the Company or the Shareholders, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:

- (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company:
 - (A) to promote the sale of products or services of the Company, or
 - (B) to raise public awareness of the Company,

that cannot reasonably be considered to promote the purchase or sale of securities of the Company;

- (ii) activities or communications necessary to comply with the requirements of
 - (A) applicable Securities Laws,
 - (B) Exchange requirements or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Company;
- (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if
 - (A) the communication is only through the newspaper, magazine or publication, and
 - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; and
- (iv) activities or communications that may be otherwise specified by the Exchange;
- (m) **“Joint Actor”** means a person acting “jointly or in concert with” another person as that phrase is interpreted in section 96 of the Securities Act;
- (n) **“Officer”** means any senior officer of the Company or any Subsidiary as defined in the Securities Act;
- (o) **“Option”** means an incentive stock option to purchase a Share granted under this Plan;
- (p) **“Optionee”** means the recipient of any Options under this Plan;
- (q) **“Option Agreement”** means the written agreement referred to in Section 3.5;

- (r) “**Plan**” means this incentive stock option plan, as may be amended from time to time;
- (s) “**Securities Act**” means the *Securities Act*, R.S.O. 1990, c. S.5, as amended from time to time;
- (t) “**Securities Laws**” means the acts, policies, bylaws, rules and regulations of the securities commissions governing the granting of Options by the Company, as amended from time to time;
- (u) “**Shareholder**” means a holder of shares in the capital of the Company;
- (v) “**Shares**” means the common shares without par value of the Company; and
- (w) “**Subsidiary**” means a subsidiary of the Company.

1.2 Governing Law. The validity and construction of this Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.3 Gender. Throughout this Plan, words importing the masculine gender shall be interpreted as including the female gender.

PART 2 PURPOSE OF PLAN

2.1 Purpose. The purpose of this Plan is to attract and retain Directors, Officers, Employees and Consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through the purchase of Shares upon the exercise of Options.

PART 3 GRANTING OF OPTIONS

3.1 Administration. This Plan shall be administered by the Board or, if the Board so elects, by a committee (which may consist of only one person) appointed by the Board from its members.

3.2 Committee’s Recommendations. The Board may accept all or any part of recommendations of the committee or may refer all or any part thereof back to the committee for further consideration and recommendation.

3.3 Board Authority. Subject to the limitations of this Plan, the Board shall have the authority to:

- (a) grant Options to Eligible Persons;
- (b) determine the terms, limitations, restrictions and conditions respecting such grants;

- (c) interpret this Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan as it shall from time to time deem advisable; and
- (d) make all other determinations and take all other actions in connection with the implementation and administration of this Plan including without limitation for the purpose of ensuring compliance with Section 7.1 as it may deem necessary or advisable.

3.4 Grant of Option. A resolution of the Board shall specify the number of Shares issuable upon the exercise of any Options by each Eligible Person; the exercise price to be paid upon the exercise of such Options; any applicable hold period; and the period, including any applicable vesting periods required by Exchange Policy or by the Board, during which such Options may be exercised.

3.5 Written Agreement. Every Option granted shall be evidenced by a written agreement substantially in the form attached hereto as Schedule “A”, containing such terms and conditions as are required by Exchange Policy and Securities Laws, between the Company and the Optionee and, where not expressly set out in the agreement, the provisions of such agreement shall conform to and be governed by this Plan. In the event of any inconsistency between the terms of the agreement and this Plan, the terms of this Plan shall govern.

3.6 Withholding Taxes. If the Company is required under the *Income Tax Act* (Canada) or any other applicable law to make source deductions for employee stock option benefits and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of Shares upon exercise of Options, then any Optionee deemed an Employee under tax rules must, to exercise any Options:

- (a) pay the Company, in addition to the exercise price for the Options, that amount of cash reasonably determined by the Company sufficient to pay the required tax remittance; or
- (b) make arrangements acceptable to the Company to fund the required tax remittance.

PART 4 RESERVE OF SHARES FOR OPTIONS

4.1 Sufficient Authorized Shares to be Reserved. A sufficient number of Shares shall be reserved by the Board to permit the exercise of any options granted under this Plan. Shares that were the subject of any option that has lapsed or terminated shall thereupon no longer be in reserve and may once again be subject to an option granted under this Plan.

4.2 Maximum Number of Shares Reserved. Unless authorized by the shareholders of the Company, this Plan, together with all of the Company’s other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares, shall not result, at any time, in the number of Shares reserved for issuance pursuant to options exceeding 10% of the issued and outstanding Shares as at the date of grant of any option under this Plan.

4.3 Limits with Respect to Individuals. The aggregate number of Shares subject to an option that may be granted to any one individual in any 12 month period under this Plan shall not exceed 5% of the issued and outstanding Shares determined at the time of such grant.

4.4 Limits with Respect to Consultants. The aggregate number of Shares subject to an option that may be granted to any one individual in any 12 month period under this Plan shall not exceed 5% of the issued and outstanding Shares determined at the time of such grant.

4.5 Limits with Respect to Investor Relations Activities. The aggregate number of Shares subject to an option that may be granted to any one person conducting Investor Relations Activities in any 12 month period under this Plan shall not exceed 2% of the issued and outstanding Shares determined at the time of such grant.

PART 5 CONDITIONS GOVERNING GRANTING AND EXERCISING OPTIONS

5.1 Exercise Price. Section 5.2, the exercise price of any Options shall be determined by the Board but shall not be in any case less than the greater of: (a) the closing market prices on the trading day immediately preceding the date of grant of the Options; and (b) on the date on grant of the Options, or such lower price as may be allowable under Exchange Policy.

5.2 Exercise Price if Distribution. If any Options are granted within 90 calendar days of a public distribution by prospectus, then the minimum exercise price per Share shall be the greater of that specified in Section 5.1 and the price paid by the investors who acquired Shares under the public distribution. The 90-day period will commence on the date a final receipt is issued for the prospectus.

5.3 Expiry Date. Each Option shall, unless sooner terminated, expire on a date to be determined by the Board which will not be later than the Expiry Date.

5.4 Different Exercise Periods, Prices and Number. The Board may, in its absolute discretion, upon granting Options and subject to the provisions of Section 6.3, specify a particular time period or periods following the date of granting the Options during which the Optionee may exercise the Options and may designate the exercise price and the number of Shares in respect of which such Optionee may exercise the Options during each such time period.

5.5 Termination of Employment. If a Director, Officer, Consultant or Employee who has been granted Options ceases to act as such for any reason other than death, such Director, Officer, Consultant or Employee shall have the right to exercise any vested Options not exercised prior to such termination within a period of 90 calendar days after the date of termination, or such shorter period as may be set out in the Optionee's Option Agreement.

5.6 Termination of Investor Relations Activities. If an Optionee who engages in Investor Relations Activities ceases to be so engaged by the Company, such Optionee shall have the right to exercise any vested Options not exercised prior to such termination within a period of 30 calendar days after the date of termination, or such shorter period as may be set out in the Optionee's Option Agreement.

5.7 Death of Optionee. If an Optionee dies prior to the expiry of his Options, his heirs or administrators may within one (1) year from the date of the Optionee's death exercise any Options granted to the Optionee which remain vested and outstanding.

5.8 Assignment. No Options granted or any rights thereunder or in respect thereof shall be transferable or assignable otherwise than as in Section 5.7.

5.9 Notice. Options shall be exercised only in accordance with the terms and conditions of the Agreements under which they are respectively granted and shall be exercisable only by notice in writing to the Company substantially in the form attached as Exhibit "A" to the Option Agreement.

5.10 Payment. Options may be exercised in whole or in part at any time prior to their lapse or termination. Shares purchased by an Optionee on exercise of Options shall be paid for in full in cash at the time of their purchase. The exercise, in whole or in part, of any Options shall not be effective until the withholding tax described in Section 3.6, if applicable, has been paid or arrangements therefor acceptable to the Company have been made.

5.11 Options to Employees or Consultants. In the case of Options granted to Employees or Consultants, the Optionee must be a bona-fide Employee or Consultant, as the case may be, of the Company or a Subsidiary.

PART 6 CHANGES IN OPTIONS

6.1 Share Consolidation or Subdivision. In the event that the Shares are at any time subdivided or consolidated, the number of Shares reserved for issuance upon the exercise of Options and the exercise price payable for such Shares shall be adjusted accordingly.

6.2 Stock Dividend. In the event that the Shares are at any time changed as a result of the declaration of a stock dividend thereon, the number of Shares reserved for issuance upon the exercise of Options and the price payable for any such Shares may be adjusted by the Board to such extent as it deems proper in its absolute discretion.

6.3 Effect of a Take-Over Bid. If a bona fide offer to purchase Shares is made to an Optionee or to the Shareholders generally or to a class of the Shareholders which includes an Optionee (an "Offer"), which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company as defined in Subsection 1(1) of the Securities Act, then the Company shall, upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon all Options will become vested and may be exercised in whole or in part by such Optionee so as to permit such Optionee to tender any Shares issued upon such exercise (each, an "Option Share"), pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein including any extensions thereof; or
- (b) all of the Option Shares tendered by such Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise [or in the case of clause (b) above, the Option Shares not taken up and paid for] may be returned by such Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Options shall be reinstated as if they had not been exercised and the terms upon which such Option Shares were to become vested pursuant to the Plan shall be reinstated. If any Option Shares are returned to the Company under this Section, the Company shall immediately refund that portion of the exercise price therefor to the applicable Optionee that has not already been paid withholding taxes to the Canada Revenue Agency,

6.4 Acceleration of Expiry Date. If at any time Options remains unexercised with respect to any unissued Option Shares and an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options vested, and declare that the Expiry Date for the exercise of all unexercised Options granted is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer.

6.5 Effect of a Change of Control. If a Change of Control occurs, all Options will become vested and may be exercised in whole or in part by the applicable Optionee.

PART 7 SECURITIES LAWS AND EXCHANGE POLICIES

7.1 Exchange's Rules and Policies Apply. This Plan and the granting and exercise of any Options hereunder are subject to terms and conditions set out from time to time in Securities Laws and Exchange Policy, and such laws and policies shall be deemed incorporated into and part of this Plan. In the event of an inconsistency between the provisions of such laws and policies and of this Plan, the provisions of such laws and policies shall govern. In the event that the Company's listing changes from one tier to another tier on the Exchange or the Shares are listed on a new stock exchange, the granting and cancellation of Options shall be governed by the laws and policies of such new tier or new stock exchange and unless inconsistent with the terms of this Plan, the Company shall be able to grant or cancel Options pursuant to the laws and policies of such new tier or new stock exchange without requiring Shareholder approval. If the Company cancels Options in accordance with the Option Agreement, then no compensation will be owed by the Company to the Optionee.

PART 8 AMENDMENT OF PLAN

8.1 Board May Amend. The Board may, by resolution, amend or terminate this Plan, but no such amendment or termination shall, except with the written consent of the applicable Optionees, affect the terms and conditions of Options previously granted under this Plan which have not then been exercised or terminated.

8.2 Exchange Approval. Any amendment to this Plan or any Options granted pursuant to this Plan shall not become effective until any Exchange and Shareholder approval required by Exchange Policy and Securities Laws has been received.

8.3 Amendment to Insider's Options. Any amendment to Options held by Insiders of the Company that results in a reduction in the exercise price for such Options is conditional upon

the Company obtaining of disinterested Shareholder approval for that amendment.

PART 9
EFFECT OF PLAN ON OTHER COMPENSATION ALTERNATIVES

9.1 Other Options Not Affected. This Plan is in addition to any other existing stock options granted prior to and outstanding as at the date of this Plan and shall not in any way affect the policies or decisions of the Board in relation to the remuneration of Directors, Officers, Consultants and Employees.

PART 10
OPTIONEE'S RIGHTS AS A SHAREHOLDER

10.1 No Rights Until Option Exercised. An Optionee shall be entitled to the rights pertaining to share ownership (such as to dividends) only with respect to Shares that have been fully paid for and issued to the Optionee upon the exercise of any Options.

PART 11
EFFECTIVE DATE OF PLAN

11.1 Effective Date. This Plan shall become effective upon its approval by the Board. Where no Shareholder approval is required, the effective date of any amendment to this Plan shall be the date the amendment is approved by the Board. Where Shareholder approval is required, the effective date of the amendment shall be the later of the date of Shareholder approval and the date of Board approval.

SCHEDULE “A”

**SCREENPRO SECURITY INC.
STOCK OPTION AGREEMENT**

OPTION AGREEMENT made effective as of the ● day of ●, 20●.

B E T W E E N:

SCREENPRO SECURITY INC., a corporation continued under the laws of the Province of Ontario, (hereinafter called the “**Company**”)

- and -

●,
●

(hereinafter called the “**Optionee**”)

WHEREAS to attract and retain directors, officers, employees and consultants of the Company and to motivate them to advance its interests, the Company has created an incentive stock option plan dated July 11, 2022 (“**Stock Option Plan**”);

AND WHEREAS the board of directors of the Company has authorized the granting by the Company of share purchase options to the Optionee on the terms hereinafter set forth;

NOW THEREFORE THE COMPANY AND THE OPTIONEE AGREE AS FOLLOWS:

The Company hereby grants to the Optionee, subject to the terms and conditions set forth in this Agreement, options (“**Options**”) to purchase that number of common shares (“**Shares**”) of the Company set forth below, at the exercise price(s) set forth below, which Options will vest and be exercisable as of the vesting date(s) set forth below and expire (to the extent not previously exercised) as of the close of business on the expiry date(s) set forth below:

Number of Common Shares	Exercise Price	Vesting Date	Expiry Date
●	\$●	●	●

As of the close of business on the expiry date(s) set forth in Section 1 above, any Options that remain unexercised will expire and be of no further force or effect.

The Optionee hereby agrees that the Options are subject to the terms and conditions of the Stock Option Plan, including all amendments required by any stock exchange or other regulatory authority or otherwise consented to by the Optionee. The Optionee acknowledges having been advised to seek independent legal advice with respect to his rights in respect of the Options.

The Optionee acknowledges and agrees that:

in addition to any resale restrictions under applicable securities laws, all Options and all Shares issued on the exercise of Options may be legended with a hold period as required by any applicable stock exchange or other regulatory authority; and

shareholder approval may be required by a stock exchange or other regulatory authority for a reduction in the exercise price(s) set forth above in Section 1.

Optionee shall exercise all or any part of the Options by completing and delivering to the Company on or before the Expiry Date written Notice of Exercise of Stock Options in the form attached hereto as Appendix "A" along with certified cheque or bank draft representing the Exercise Price.

Time is of the essence of this Agreement.

This Agreement shall enure to the benefit of and be binding upon the Company, its successors and assigns. The Options under this option agreement are not transferable or assignable by Optionee.

In the event of any inconsistency between the terms of this Agreement and the terms of the Stock Option Plan, the terms of the Stock Option Plan shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

SCREENPRO SECURITY INC.

per: _____
Name:
Title:

OPTIONEE

Name of Optionee:

APPENDIX "A"

NOTICE OF EXERCISE OF STOCK OPTIONS

To: SCREENPRO SECURITY INC.

The undersigned Optionee hereby exercises his/her/its option to purchase _____
Common Shares of SCREENPRO SECURITY INC. granted as of ●, at the exercise price (the
"Exercise Price") of \$● per Share.

The undersigned acknowledges and confirms that the exercise of any options under the Option
agreement will not be effective until the withholding tax as set out in Section 5 of the Option
Agreement, if applicable, has been paid by the undersigned or arrangements therefor acceptable
to the Company have been made.

Payment in full of the aggregate Exercise Price for the total number of Common Shares
purchased is enclosed.

Date: _____

Signature

Name (please print)

Address

Please have my certificate sent to me at:

- at my address indicated above
 ScreenPro Security Inc.

SCHEDULE "C"
CHANGE OF AUDITOR PACKAGE

Notice of Change of Auditor
NI 51-102, Continuous Disclosure Obligations
Pursuant to s.4.11

TO: SHIM & Associates LLP

TO: RSM Canada LLP

TO: Ontario Securities Commission

The notice is given pursuant to section 4.11 of National Instrument 51-102 (“NI 51-102”).

ScreenPro Security Inc. (“**Company**”) hereby confirms:

- (a) **Date of Resignation of Former Auditor:** the effective date of the resignation of RSM Canada LLP (“**Former Auditor**”) as auditor of the Company is April 14th, 2021;
- (b) **Reason for Resignation of Former Auditor:** the Former Auditor resigned at the request of the Company;
- (c) **Appointment of Successr Auditor:** the resignation of the Former Auditor and the appointment of SHIM & Associates LLP (“**Successor Auditor**”) on April 14th, 2021 as auditor of the Company have been considered and approved by the Company’s Audit Committee;
- (d) **No reservations:** there have been no reservations contained in the audit reports prepared by the Former Auditor in connection with its audit of the Company’s financial statements; and
- (e) **No reportable events:** there are no “reportable events” as defined in 51-102.

Dated as of the 14th day of April 2021

SCREENPRO SECURITY INC.

"Paul Haber"

Per: Paul Haber, CFO



RSM Canada LLP

11 King St W
Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

April 19, 2021

Ontario Securities Commission

Dear Sirs/Mesdames:

Re: ScreenPro Security Inc. (the "Corporation")
Notice of Change of Auditor

We acknowledge receipt of a Notice of Change of Auditor (the "Notice") dated April 14, 2021 delivered to us by the Corporation in respect of the change of auditor of the Corporation as it relates to RSM Canada LLP.

Pursuant to National Instrument 51-102 of the Canadian Securities Administrators, please accept this letter as confirmation that we have reviewed the Notice and, based on our knowledge as at the time of receipt of the Notice, we agree with each of the statements therein.

Yours truly,

RSM Canada LLP

RSM Canada LLP

Chartered Professional Accountants
Licensed Public Accountants

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING



SHIM & Associates LLP
Chartered Professional Accountants
Suite 970 – 777 Hornby Street
Vancouver, B.C. V6Z 1S4
T: 604 559 3511 | F: 604 559 3501

14 April 2021

Ontario Securities Commission

RE: ScreenPro Security Inc. (formerly Compel Capital Inc.) (the “Company”)
Notice Pursuant to National Instrument 51-102 - Change of Auditor

Dear Sirs:

As required by National Instrument 51-102 and in connection with our proposed engagement as auditor of the Company, we have reviewed the information contained in the Company's Notice of Change of Auditor, dated 14 April 2021 and agree with the information contained therein, based upon our knowledge of the information relating to the said notice and of the Company at this time.

Yours truly,

SHIM & Associates LLP

Chartered Professional Accountants

