

**OMNI COMMERCE CORP.**

**2019 Notice of Annual and Special Meeting of Shareholders**

**ANNUAL**

**Management Information Circular**

**AND**

**SPECIAL**

**MEETING**

**Place:**

**Suite 1170 - 1040 West Georgia Street  
Vancouver, British Columbia  
Canada, V6E 4H1**

**Time:**

**10:00 a.m. (Pacific Time)**

**Date:**

**November 28, 2019**

## **OMNI COMMERCE CORP.**

Suite 1470 - 1188 West Georgia Street  
Vancouver, British Columbia, Canada, V6E 4E6  
Telephone: 604-484-7855

### **NOTICE OF ANNUAL AND SPECIAL MEETING**

NOTICE IS HEREBY GIVEN that the annual and special meeting (the "Meeting") of the holders (the "Shareholders") of common shares (the "Omni Common Shares") in the capital of Omni Commerce Corp. (the "Company") will be held at the offices of Lotz & Company at Suite 1170 - 1040 West Georgia Street, Vancouver, British Columbia, Canada on November 28, 2019 at 10:00 a.m. (Pacific Time) for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Company for the fiscal years ended April 30, 2016, 2017, 2018 and 2019 (with comparative statements relating to the preceding fiscal period), together with the independent auditors' report thereon;
2. to appoint Smythe LLP, Chartered Professional Accountants as auditor of the Company for the fiscal year ending April 30, 2020 and to authorize the directors to fix the auditor's remuneration;
3. to fix the number of directors at four (4);
4. to elect the directors for the ensuing year;
5. to consider and, if thought advisable, to pass an ordinary resolution ratifying and approving the Company's Stock Option Plan, as more particularly described in the accompanying management information circular;
6. to consider and, if thought advisable, to pass, with or without variation, an ordinary resolution approving a new omnibus incentive plan, as more particularly described in the accompanying management information circular;
7. to consider and, if thought advisable, to pass with or without variation, an ordinary resolution to authorize and approve the delisting of the Omni Common Shares from the TSX Venture Exchange, as more particularly described in the accompanying management information circular;
8. to consider, and if thought advisable, to pass, with or without variation a special resolution to authorize and approve an amendment of the notice of articles and articles of the Company to:
  - (a) amend the rights and restrictions of the existing class of Omni Common Shares and re-designate such class as Class A subordinate voting shares; and
  - (b) create a new class of Class B proportionate voting shares; and
9. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The details of all matters proposed to be put before Shareholders at the Meeting are set forth in the management information circular accompanying this Notice of Meeting. At the Meeting, Shareholders will be asked to approve each of the foregoing items.

The directors of the Company have fixed October 21, 2019, as the record date for the Meeting (the "Record Date"). Only Shareholders of record at the close of business on the Record Date are entitled to vote at the Meeting or any adjournment or postponement thereof.

If you are a registered Shareholder of the Company and unable to attend the Meeting in person, please exercise your right to vote by completing and returning the accompanying form of proxy and deposit it with Alliance Trust Company. Proxies must be completed, dated, signed and returned to Alliance Trust Company, at Suite 1010, 407 - 2nd Street SW, Calgary, Alberta, Canada, T2P 2Y3 by 5:00 p.m. (Calgary Time) on November 26, 2019, or if the Meeting is adjourned or postponed, not less than 48 hours

(excluding Saturdays, Sundays and holidays) before the date to which the Meeting is adjourned or postponed. Fax votes can be sent to Alliance Trust Company at 403-237-6181 and Internet voting can be completed at [www.alliancetrust.ca/shareholders/](http://www.alliancetrust.ca/shareholders/).

Late proxies may be accepted or rejected by the Chairman of the Meeting at his discretion and the Chairman of the Meeting is under no obligation to accept or reject any particular late proxy. The Chairman of the Meeting may waive or extend the proxy cut-off without notice.

If you are a non-registered Shareholder, please follow the instructions from your bank, broker or other financial intermediary for instructions on how to vote your shares.

DATED at Vancouver, British Columbia, this 28th day of October, 2019.

BY ORDER OF THE BOARD OF DIRECTORS

*/s/ Anthony Srdanovic*

Anthony Srdanovic  
Chief Executive Officer, Chairman and Director

## **OMNI COMMERCE CORP.**

Suite 1470 - 1188 West Georgia Street  
Vancouver, British Columbia, Canada, V6E 4E6  
Telephone: 604-484-7855

### **MANAGEMENT INFORMATION CIRCULAR**

#### **GENERAL PROXY INFORMATION AND CIRCULAR DISCLOSURE**

##### **Persons Making the Solicitation**

**This Information Circular is being furnished in connection with the solicitation of proxies by the management of Omni Commerce Corp. (the "Company") for use at the annual and special meeting (the "Meeting") of the holders of common shares in the capital of the Company (the "Shareholders") to be held at the offices of Lotz & Company at Suite 1170 - 1040 West Georgia Street, Vancouver, British Columbia, Canada on Thursday, November 28, 2019 at 10:00 a.m. (Pacific Time) for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation of proxies will be primarily by mail, proxies may be solicited personally or by telephone by the regular employees of the Company at nominal cost. The Company may reimburse Shareholders' nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining authorization from their principals to execute proxies. All costs of solicitation will be borne by the Company. None of the directors of the Company have advised that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.**

##### **Appointment and Revocation of Proxies**

The persons named in the accompanying form of proxy are directors or officers of the Company. **A SHAREHOLDER WISHING TO APPOINT SOME OTHER PERSON (WHO NEED NOT BE A SHAREHOLDER) TO REPRESENT THE SHAREHOLDER AT THE MEETING HAS THE RIGHT TO DO SO, EITHER BY INSERTING SUCH PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY AND STRIKING OUT THE TWO PRINTED NAMES, OR BY COMPLETING ANOTHER FORM OF PROXY.** The proxy will not be valid unless the completed, dated and signed proxy is received by Alliance Trust Company, at Suite 1010, 407 - 2nd Street SW, Calgary, Alberta, Canada, T2P 2Y3 by 5:00 p.m. (Calgary Time) on November 26, 2019, or if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the date to which the Meeting is adjourned or postponed. Fax votes can be sent to Alliance Trust Company at (403) 237-6181 and Internet voting can be completed at [www.alliancetrust.ca/shareholders/](http://www.alliancetrust.ca/shareholders/).

Late proxies may be accepted or rejected by the Chairman of the Meeting at his discretion and the Chairman of the Meeting is under no obligation to accept or reject any particular late proxy. The Chairman of the Meeting may waive or extend the proxy cut-off without notice.

A Shareholder who has given a proxy may revoke it by an instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to the registered office of the Company, at Suite 1170 - 1040 West Georgia Street, Vancouver, British Columbia, Canada, V6E 4H1, at any time up to and including the last business day preceding the day of the Meeting or any adjournment of it or to the Chairman of the Meeting on the day of the Meeting or any adjournment of it. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

If you are a non-registered Shareholder, please follow the instructions from your bank, broker or other financial intermediary for instructions on how to revoke your voting instructions.

##### **Exercise of Discretion**

If the instructions in a proxy are certain, the shares represented thereby will be voted on any poll by the persons named in the proxy and, where a choice with respect to any matter to be acted upon has been

specified in the Proxy, the shares represented thereby will, on a poll, be voted or withheld from voting in accordance with the specifications so made. **If you do not provide instructions in your proxy, the persons named in the enclosed proxy will vote your shares FOR the matters to be acted on at the Meeting.**

The persons named in the enclosed proxy will have discretionary authority with respect to any amendments or variations of these matters or any other matters properly brought before the Meeting or any adjournment or postponement thereof, in each instance, to the extent permitted by law, whether or not the amendment or other item of business that comes before the Meeting is routine or contested. The persons named in the enclosed proxy will vote on such matters in accordance with their best judgment. At the time of the printing of this Information Circular, the management of the Company knows of no such amendment, variation or other matter which may be presented to the Meeting.

#### **Advice to Non-Registered (Beneficial) Shareholders**

The information set out in this section is important to many Shareholders as a substantial number of Shareholders do not hold their shares in their own name.

**Only registered Shareholders or duly appointed proxyholders for registered Shareholders are permitted to vote at the Meeting. Many of the Shareholders of the Company are "non-registered" Shareholders because the 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 shares.**

More particularly, a person is not a registered Shareholder in respect of shares of the Company which are held on behalf of that person (the "Non-Registered Holder") but which are registered either (a) in the name of an intermediary (each, an "Intermediary") that the Non-Registered Holder deals with in respect of the 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. In accordance with the requirements of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("NI 54-101") of the Canadian Securities Administrators, the Company has distributed copies of the Notice of Meeting, this Information Circular and the form of Proxy (collectively referred to as the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies (such as Broadridge Investor Communication Solutions) to forward the Meeting Materials to Non-Registered Holders. Generally, if you are a Non-Registered Holder and you have not waived the right to receive the Meeting Materials you will either:

1. be given a form of **proxy which has already been signed by the Intermediary** (typically by a facsimile stamped signature) which is restricted to the number of shares beneficially owned by you, but which is otherwise not complete. Because the Intermediary has already signed the proxy, this proxy is not required to be signed by you when submitting it. In this case, if you wish to submit a proxy you should otherwise properly complete the executed proxy provided and deposit it with **Alliance Trust Company**, as provided above; or
2. more typically, a Non-Registered Holder will be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a "proxy", "proxy authorization form" or "voting instruction form") which the Intermediary must follow. Typically, the voting instruction form will consist of a one page pre-printed form. Sometimes, instead of the one page printed form, the voting instruction form will consist of a regular printed proxy accompanied by a page of instructions that contains a removable label containing a bar-code and other information. In order for the proxy to

validly constitute a voting instruction form, the Non-Registered Holder 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 (not the Company or Alliance Trust Company)** in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of these procedures is to permit Non-Registered Holders to direct the voting of the shares that they beneficially own. If you are a Non-Registered Holder and you wish to vote at the Meeting in person as proxyholder for the shares owned by you, you should strike out the names of the management designated proxyholders named in the proxy authorization form or voting instruction form and insert your name in the blank space provided. **In either case, you should carefully follow the instructions of your Intermediary, including when and where the proxy, proxy authorization or voting instruction form is to be delivered.**

The materials with respect to the Meeting are being sent to both registered Shareholders and Non-Registered Holders who have not objected to the Intermediary through which their shares are held disclosing ownership information about themselves to the Company ("NOBOs"). If you are a NOBO, and the Company or its agent has sent these materials 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 on your behalf.

If you are a Non-Registered Holder who has objected to the Intermediary through which your shares are held disclosing ownership information about you to the Company (an "OBO"), you should be aware that the Company does not intend to pay for Intermediaries to forward the materials with respect to the Meeting, including proxies or voting information forms, to OBOs and therefore an OBO will not receive the materials with respect to the Meeting unless that OBO's Intermediary assumes the cost of delivery.

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

Other than as disclosed elsewhere in this Information Circular, none of the current directors or executive officers, no proposed nominee for election as a director, none of the persons who have been directors or executive officers since the commencement of the last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, with the exception of the ratification and approval of the Company's stock option plan and the approval of the New Incentive Plan (as defined below).

#### **VOTING SHARES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

The authorized capital of the Company consists of an unlimited number of common shares (the "Omni Common Shares"), each Omni Common Share carrying the right to one vote. As at October 21, 2019, 40,443,657 Omni Common Shares were issued and outstanding.

Only holders of Omni Common Shares of record at the close of business on October 21, 2019 (the "Record Date"), who either personally attend the Meeting or who have completed and delivered a form of proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their Omni Common Shares voted at the Meeting.

On a show of hands, every individual who is present as a registered Shareholder or as a duly appointed representative of one or more registered corporate Shareholders will have one vote, and on a poll every registered Shareholder present in person or represented by a validly appointed proxyholder, and every person who is a duly appointed representative of one or more corporate registered Shareholders, will have one vote for each Omni Common Share registered in the name of the Shareholder on the list of Shareholders, which is available for inspection during normal business hours at Alliance Trust Company and will be available at the Meeting. Shareholders represented by proxyholders are not entitled to vote on a show of hands.

As at the Record Date, to the knowledge of the directors and executive officers of the Company, based on public information, no persons or companies beneficially own, directly or indirectly, or exercise control

or direction over, Omni Common Shares carrying 10% or more of the voting rights attached to all of the issued and outstanding Omni Common Shares.

As at the Record Date, the current directors and executive officers of the Company as a group beneficially owned, directly or indirectly 84,000 Omni Common Shares constituting approximately 0.21% of the issued and outstanding Omni Common Shares.

#### **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

None of the current or former directors, executive officers, employees of the Company, the proposed nominees for election to the board of directors of the Company (the "Board of Directors" or the "Board"), or their respective associates or affiliates, are or have been indebted to the Company or its subsidiaries during the 2016, 2017, 2018 and 2019 financial years of the Company.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Other than as disclosed herein, since the beginning of the Company's last financial year, no "informed person" of the Company (including a director, officer or individual or corporation that beneficially owns or controls 10% or more of the issued and outstanding voting securities of the Company), proposed nominee for election as a director of the Company ("proposed director"), or any associate or affiliate of any informed person or proposed director, has any material interest, direct or indirect in any transaction or any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries. See "Interest of Certain Persons or Companies in the Matters to be Acted Upon".

#### **MANAGEMENT CONTRACTS**

The management functions of the Company and its subsidiaries are primarily performed by the directors and executive officers of the Company, and not to any substantial degree by any other person with whom the Company has contracted.

#### **REVERSE TAKEOVER TRANSACTION**

On September 13, 2019, the Company, the Company's wholly-owned California subsidiary ("Omni Subco") and Dreamfields Brands, Inc. ("Dreamfields" and together with Omni Subco and the Company, the "Parties"), a California-based vertically-integrated cannabis manufacturing, distribution, branding, sales and events company, entered into a definitive transaction agreement (the "Definitive Agreement"), whereby securityholders of Dreamfields will exchange their Dreamfields Shares (as defined below) for Proportionate Voting Shares (as defined below) or Subordinate Voting Shares (as defined below), as applicable, resulting in the reverse takeover of the Company by Dreamfields (the "Reverse Takeover"), pursuant to which the business of Dreamfields will become the business of the Company. The Reverse Takeover will represent the Company's entry into the cannabidiol (CBD) and cannabis sectors. In connection with the Reverse Takeover, the Company is expected to change its name to "Dreamfields Brands, Inc.", or such other name as determined by Dreamfields and that is acceptable to the regulatory authorities (the "Name Change"), and make an application to the Canadian Securities Exchange (the "CSE") for the listing thereon of the Company's Subordinate Voting Shares (the "Relisting").

Prior to completing the Reverse Takeover, the Company will be required to amend its articles and notice of articles (the "Share Structure Amendment") to: (i) amend the terms of the existing Omni Common Shares such that they will be reclassified as Class A subordinate voting shares (each, a "Subordinate Voting Share"), each of which Subordinate Voting Shares will entitle the holder to one (1) vote; and (ii) create a new class of shares consisting of an unlimited number of Class B proportionate voting shares (each, a "Proportionate Voting Share"), each of which Proportionate Voting Shares will entitle the holder to 6.5952 votes, or such number as agreed to by the Parties, and be convertible into 6.5952 Subordinate Voting Shares, or such number as agreed to by the Parties, all in accordance with the terms of the Definitive Agreement.

In connection with the Reverse Takeover, Omni may acquire 1204970 B.C. Ltd. ("Finco"), a private British Columbia company that has loaned approximately \$1.64 million to Dreamfields, by way of a

three-cornered amalgamation under the *Business Corporations Act* (British Columbia), whereby Finco and a wholly-owned British Columbia subsidiary of the Company would amalgamate at the closing of the Reverse Takeover (the "Closing") and the shareholders of Finco would exchange their shares in the capital of Finco for Proportionate Voting Shares or Subordinate Voting Shares, as applicable, with the effect that the amalgamated company would become a wholly-owned British Columbia subsidiary of the Company.

### **The Reverse Takeover**

Pursuant to the terms of the Definitive Agreement, at the time of the filing with the Secretary of State of the State of California of an agreement of merger between Omni Subco and Dreamfields (the "Effective Time"), Omni Subco will merge with and into Dreamfields (the "Merger"), with Dreamfields continuing as the surviving corporation governed by the Laws of the State of California as a wholly-owned subsidiary of the Company. In connection with the Merger, each share in the common stock of Dreamfields (each, a "Dreamfields Share"), other than those Dreamfields Shares held by a shareholder who demands and perfects dissenters' rights for such Dreamfields Shares, will be converted into and become a right to receive 0.1516 of a Proportionate Voting Share, or such number as agreed to by the Parties, provided that all Canadian and any other non-U.S. securityholders of Dreamfields will exchange each of their Dreamfields Shares for one (1) Subordinate Voting Share. To the extent that an option to acquire Dreamfields Shares remains outstanding at the time of the Merger, taking into consideration the terms of such option including administrative discretion related to treatment of options on the occurrence of a corporate event, (each such option an "Outstanding Dreamfields Option"), such Outstanding Dreamfields Option will be treated as follows: an Outstanding Dreamfields Option to acquire one (1) Dreamfields Share will be converted into an option to acquire 0.1516 of a Proportionate Voting Share, or such number as agreed to by the Parties, provided that Outstanding Dreamfields Options held by all Canadian and any other non-U.S. option holders of Dreamfields, if any, will be converted into an option to acquire Subordinate Voting Shares on a 1 for 1 basis. The conversion of Outstanding Dreamfields Options to options to acquire Proportionate Voting Shares will be undertaken in a manner that complies with Section 409A of the United States Internal Revenue Code of 1986 (the "Code"), as amended. To the extent any warrants remain outstanding at the time of Merger which permit the holder to acquire Dreamfields Shares, such warrants will be treated in substantially the same manner as the Outstanding Dreamfields Options with respect to the conversion of such warrants into Subordinate Voting Shares or Proportionate Voting Shares, as applicable.

Closing is anticipated to occur in Q4 of 2019, and will be subject to the satisfaction of various conditions precedent prior to the Effective Time, including: (i) the Company completing a consolidation of the Omni Common Shares on the basis of one (1) post-consolidation Omni Common Share for each five (5) pre-consolidation Omni Common Shares; (ii) the Company completing the Share Structure Amendment; (iii) the Company effecting the Name Change; (iv) Dreamfields completing the acquisition of all of the securities of DF Holdings Group LLC ("DF Holdings"); (v) Dreamfields delivering to the Company certain financial statements for each of Dreamfields and DF Holdings; (vi) the reconstitution of management and the Board of Directors of the Company (the "Omni Board"); and (vii) the Company and Dreamfields obtaining all necessary consents, approvals and other authorizations of any regulatory authorities, shareholders or third parties required for the transactions contemplated by the Definitive Agreement, including, but not limited to, the approval of the TSX Venture Exchange (the "TSXV") and the majority of the Company's minority shareholders for the delisting of the Omni Common Shares from the TSXV (the "Delisting") and the CSE for the Relisting.

The Reverse Takeover has not been reviewed or approved by the TSXV, nor will it be reviewed or approved by the TSXV prior to the Delisting. In order to complete the Relisting, the Company must satisfy the listing requirements of the CSE and there can be no assurance that the Company's application to the CSE for the Relisting will be completed in a timely manner or at all, and if completed, there can be no assurance that such application will be approved by the CSE in a timely manner or at all.

### **Benefits of the Reverse Takeover**

The Board of Directors believes that the Reverse Takeover will have the following benefits for the Shareholders:

- (i) the Company will acquire an economic interest in the business of Dreamfields;
- (ii) Shareholders will be in a position to participate in any future value creation and growth opportunities in the business of Dreamfields;
- (iii) the Reverse Takeover provides a direct, comparatively quick option for the Company to achieve its previously announced intention to change its business; and
- (iv) the Company is expected to have increased share trading liquidity and will have a greater market capitalization that is attractive to a wider range of investors than that offered by the Company prior to the Reverse Takeover.

### **Recommendation of the Board**

SHAREHOLDERS ARE NOT REQUIRED TO APPROVE THE REVERSE TAKEOVER. Full details regarding Dreamfields and the Reverse Takeover will be disclosed by the Company in a CSE Form 2A Listing Statement (the "Listing Statement") to be prepared and filed with the CSE. The posting thereof is not expected to occur until after the date of the Meeting. Subject to receipt of all requisite approvals, including from the CSE, Closing is expected to occur in Q4 of 2019. **The Board has unanimously approved the Definitive Agreement and unanimously recommends that the Shareholders vote IN FAVOUR of the resolutions approving the Delisting and the Share Structure Amendment at the Meeting.**

**There are a number of risks associated with the Reverse Takeover and the business of Dreamfields, including that the manufacture, possession, use, sale or distribution of cannabis is currently illegal under U.S. federal laws. The principal risk factors can be found in the Company's management discussion and analysis for the financial year ended April 30, 2019, which is available on the Company's SEDAR profile at [www.sedar.com](http://www.sedar.com).**

### **STATEMENT OF EXECUTIVE COMPENSATION**

For the purposes of this Information Circular, a "Named Executive Officer" or "NEO" means each of the following individuals:

- (i) a Chief Executive Officer ("CEO") of the Company;
- (ii) a Chief Financial Officer ("CFO") of the Company;
- (iii) each of the Company's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for the financial year; and
- (iv) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer, nor acting in a similar capacity at the end of the most recently completed financial year.

The Company completed a 10:1 share consolidation during the financial year ended April 30, 2018. All share and per share amounts have been shown on a post-consolidation basis.

### **Compensation Discussion and Analysis**

Compensation payable to directors, officers and employees of the Company is currently determined by the Board of Directors. The Board of Directors relies on the experience of its members to ensure that total compensation paid to the Company's management is fair and reasonable and is both in-line with the Company's financial resources and competitive with companies at a similar stage of development.

The Company does not have a compensation committee. All tasks related to developing and monitoring the Company's approach to the compensation of executive officers of the Company are performed by the members of the Board of Directors. The Board meets to discuss and determine management compensation as required, without reference to formal objectives, criteria or analysis.

#### Compensation Philosophy

The Company has taken a forward-looking approach for the compensation for its directors, officers, employees and consultants to ensure that the Company can continue to build and retain a successful and motivated discovery and development team and, importantly, align the Company's future success with that of Shareholders.

The Company's compensation strategy is to attract and retain talent and experience with focused leadership in the operations, financing and asset management of the Company with the objective of maximizing the value of the Company. The Company compensates its Named Executive Officers based on their skill and experience levels and the existing stage of development of the Company. NEOs are rewarded on the basis of the skill and level of responsibility involved in their position, the individual's experience and qualifications, the Company's resources, industry practice, and regulatory guidelines regarding executive compensation levels.

Under the Company's compensation policies and practices, NEOs and directors are not prevented from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

The Company has not currently identified specific performance goals or benchmarks as such relate to executive compensation. The stage of the Company's development and the size of its specialized management team allow frequent communication and constant management decisions with the interest of developing Shareholder value as a primary goal.

The Board of Directors believes that the compensation policies and practices of the Company do not encourage executive officers to take unnecessary or excessive risk; however, the Board intends to review from time to time and at least once annually, the risks, if any, associated with the Company's compensation policies and practices at such time.

#### Compensation Components

The Board of Directors has implemented three levels of compensation to align the interests of the Named Executive Officers with those of the Shareholders. First, NEOs may be paid a monthly salary or consulting fee. Second, the Board of Directors may award NEOs long-term incentives in the form of stock options. Finally, and only in special circumstances, the Board of Directors may award cash or share bonuses for exceptional performance that results in a significant increase in Shareholder value. The Company does not provide medical, dental, pension or other benefits to NEOs. To date, no specific formulas have been developed to assign a specific weighting to each of these components.

#### *Base Salary*

The base compensation of the Named Executive Officers is reviewed and set annually by the Board of Directors. The salary review for each NEO is based on an assessment of factors such as:

- current competitive market conditions;
- compensation levels within the peer group of companies looking to enter the CBD (cannabidiol) and cannabis sectors;
- level of responsibility and importance of the position within the Company; and
- particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual.

Using this information, together with budgetary guidelines and other internally generated planning and

forecasting tools, the Board intends to perform an annual assessment of all executive officer compensation levels and then set the base salaries or consulting fees of the NEOs, in accordance with such assessment.

#### *Annual Incentive Plan*

The Company has no formal annual incentive plan.

#### *Long-Term Compensation*

Long-term compensation is paid to NEOs in the form of grants of stock options.

#### Stock Option Plan

The Company has established a stock option plan (the "Stock Option Plan") to encourage share ownership and entrepreneurship on the part of the directors, senior management, employees and consultants. The Board believes that the Stock Option Plan aligns the interests of Named Executive Officers with the interests of Shareholders by linking a component of executive compensation to the longer-term performance of the common shares.

The Stock Option Plan is administered by the Board and accordingly, all options granted to NEOs are approved by the Board. Options may be granted under the Stock Option Plan to such service providers of the Company and its affiliates, if any, as the Board may from time to time designate. The Company has not set specific target levels for options to NEOs but seeks to be competitive with similar companies.

The Stock Option Plan provides that, subject to the requirements of the TSX Venture Exchange (the "TSXV"), the aggregate number of securities reserved for issuance will be 10% of the number of common shares of the Company issued and outstanding from time to time.

In monitoring stock option grants, the Board generally takes into account the following factors: the level of options granted by comparable companies for similar levels of responsibility, prior grants to a proposed optionee, the executive's past performance, anticipated future contribution, the percentage of outstanding equity owned by the executive, the level of vested and unvested options, and on reports received from management, its own observations on individual performance (where possible) and its assessment of individual contribution to Shareholder value.

In addition to determining the number of options to be granted pursuant to the methodology outlined above, and subject to earlier termination in the event of dismissal for cause, early retirement, voluntary resignation or termination other than for cause, or in the event of death or disability, the Board also makes the following determinations:

- the exercise price for each option granted;
- the date on which each option is granted;
- the vesting terms for each stock option; and
- the other material terms and conditions of each stock option grant.

The Board makes these determinations subject to and in accordance with the provisions of the Stock Option Plan. Options granted under the Stock Option Plan are not transferable or assignable other than by testamentary instrument or pursuant to the laws of succession.

The current NEOs of the Company do not hold any stock options pursuant to the Stock Option Plan as at the date hereof.

#### Summary Compensation Table

Set out below is a summary of compensation paid or accrued to the Named Executive Officers of the Company during the 2014-2019 financial years.

Name and principal position	Year	Salary / Consulting Fees (\$)	Share-based awards (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Anthony Srdanovic <sup>(2)</sup> Chief Executive Officer, Chairman and director	2019	110,000	--	--	N/A	N/A	N/A	--	110,000
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Anthony Balic <sup>(3)</sup> Chief Financial Officer	2019	35,000	--	--	N/A	N/A	N/A	--	35,000
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Keir Reynolds <sup>(4)</sup> Former Chief Executive Officer, Chairman and director	2019	171,000	--	--	N/A	N/A	N/A	--	171,000
	2018	108,000	-	--	N/A	N/A	N/A	--	108,000
	2017	198,500	--	152,540 <sup>(5)</sup>	N/A	N/A	N/A	--	351,040
	2016	96,000	--	19,820 <sup>(6)</sup>	N/A	N/A	N/A	40,000 <sup>(7)</sup>	155,820
	2015	114,000	--	132,632 <sup>(8)</sup>	N/A	N/A	N/A	80,000 <sup>(9)</sup>	326,632
	2014	10,000	--	--	N/A	N/A	N/A	--	10,000
Ed Low <sup>(10)</sup> Former Interim Chief Financial Officer	2019	16,000	--	--	N/A	N/A	N/A	--	16,000
	2018	8,000	--	--	N/A	N/A	N/A	--	8,000
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cyrus Driver <sup>(11)</sup> Former Chief Financial Officer and director	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	8,000	--	--	N/A	N/A	N/A	--	8,000
	2017	24,000	--	36,190 <sup>(12)</sup>	N/A	N/A	N/A	156,000 <sup>(13)</sup>	216,190
	2016	24,000	--	44,595 <sup>(14)</sup>	N/A	N/A	N/A	60,000 <sup>(13)</sup>	128,595
	2015	10,000	--	--	N/A	N/A	N/A	55,000 <sup>(13)</sup>	65,000
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Name and principal position	Year	Salary / Consulting Fees (\$)	Share-based awards (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Raif Adelberg <sup>(15)</sup> Former President and director	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	--	--	--	N/A	N/A	N/A	45,000 <sup>(16)</sup>	45,000
	2015	150,000 <sup>(17)</sup>	--	75,604 <sup>(18)</sup>	N/A	N/A	N/A	5,000	230,604
	2014	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Warwick Smith <sup>(19)</sup> Former Chief Executive Officer and director	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015	12,500	--	152,265 <sup>(20)</sup>	N/A	N/A	N/A	250,000 <sup>(21)</sup>	514,765
	2014	18,750	N/A	N/A	N/A	N/A	N/A	N/A	18,750
Alnesh Mohan <sup>(22)</sup> Former Chief Financial Officer	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015	57,449	--	--	N/A	N/A	N/A	--	57,449
	2014	5,000	--	--	N/A	N/A	N/A	--	5,000
Kim Evans <sup>(23)</sup> Former Chief Financial Officer, Secretary and director	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2015	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2014	--	--	--	N/A	N/A	N/A	--	--

Notes:

(1) Weighted average assumptions are used in the following:

	2019	2018	2017	2016	2015	2014
Risk-free interest rate	N/A	0.94%	0.86%	0.83%	1.52%	N/A
Expected life of options	N/A	5 years	3.51 years	5 years	5 years	N/A
Expected annualized volatility	N/A	140%	139.84%	92.43%	107.70%	N/A
Expected dividend rate	N/A	0%	0%	0%	0%	N/A

The Company believes that the models utilized are appropriate models to use for calculating the fair value of incentive stock options because, while the model was originally developed for valuing publicly traded options as opposed to non-transferrable incentive stock options and requires management to make estimates, which are subjective and may not be representative of actual results (changes in assumptions can materially affect estimates of fair values), this model is used by most companies in the Company's peer group and therefore represents an approach to valuation reasonably consistent with the Company's peer group. It is important to remember that, while incentive stock options can have a significant theoretical value (such as those reported above), until the option is actually exercised and the resulting common shares can be sold at a profit, it has no value that can be realized by the holder. Many option grants expire unexercised and out-of-the-money.

(2) Appointed as a director effective April 25, 2018 and as Chief Executive Officer and Chairman effective July 4, 2018.

- (3) Appointed as Chief Financial Officer effective October 31, 2018.
- (4) Appointed as Chief Executive Officer effective September 16, 2014, as Chairman effective April 4, 2014 and as a director effective February 18, 2014; resigned as Chief Executive Officer, Chairman and a director effective July 4, 2018.
- (5) Grant date fair value of incentive stock options entitling the purchase of 80,000 Omni Common Shares at a per share price of \$0.90 until June 10, 2021, and 90,000 Omni Common Shares at a per share price of \$0.90 until October 17, 2021 and 190,000 Omni Common Shares at a per share price of \$0.50 until March 17, 2018.
- (6) Grant date fair value of incentive stock options entitling the purchase of 20,000 Omni Common Shares at a per share price of \$2.00 until September 21, 2020.
- (7) 20,000 Omni Common Shares issued to Mr. Reynolds upon the exercise of an equal number of stock options were accounted for as a bonus to Mr. Reynolds in the amount of \$40,000.
- (8) Grant date fair value of incentive stock options entitling the purchase of 68,500 Omni Common Shares at a per share price of \$2.50 until May 23, 2019, and 18,500 Omni Common Shares at a per share price of \$2.50 until August 27, 2019.
- (9) Contractually obligated cash bonus.
- (10) Appointed as interim Chief Financial Officer effective September 29, 2017; resigned as interim Chief Financial Officer effective October 31, 2018.
- (11) Appointed as Chief Financial Officer effective November 24, 2014 and as a director effective May 20, 2015; resigned as Chief Financial Officer and a director effective September 29, 2017.
- (12) Grant date fair value of incentive stock options entitling the purchase of 45,000 Omni Common Shares at a per share price of \$2.00 until September 21, 2020.
- (13) Amounts were paid to a firm of which Mr. Driver is a partner for accounting related services.
- (14) Grant date fair value of incentive stock options entitling the purchase of 35,000 Omni Common Shares at a per share price of \$0.90 until June 10, 2021, 12,000 Omni Common Shares at a per share price of \$0.90 until October 17, 2021 and 5,000 Omni Common Shares at a per share price of \$0.85 until December 6, 2021.
- (15) Appointed as President effective January 19, 2015 and as a director effective June 24, 2014; resignation as President and a director effective May 28, 2015.
- (16) The Company issued 15,000 Omni Common Shares at a price per share of \$3.00 per share for a total of \$45,000 in partial settlement of salary.
- (17) Amounts were paid as salary and for use of studio space by the Company to a company controlled by Mr. Adelberg.
- (18) Grant date fair value of incentive stock options entitling the purchase of 5,000 Omni Common Shares at a per share price of \$2.50 until May 23, 2019, and 45,000 Omni Common Shares at a per share price of \$2.50 until August 27, 2019. All options were cancelled as of August 26, 2015.
- (19) Appointed as Chief Executive Officer and a director effective April 4, 2014; resigned as Chief Executive Officer and a director effective September 16, 2014.
- (20) Grant date fair value of incentive stock options entitling the purchase of 68,500 Omni Common Shares at a per share price of \$2.50 until May 23, 2019, and 31,500 Omni Common Shares at a per share price of \$2.50 until August 27, 2019. These options were exercised by Mr. Smith during July and August 2014.
- (21) Amount relates to bonus paid to Mr. Smith.
- (22) Appointed as Chief Financial Officer effective April 4, 2014; resigned effective November 24, 2014.
- (23) Appointed as Chief Financial Officer and a director effective April 13, 2006, and as secretary effective September 27, 2007; resigned as Chief Financial Officer and secretary on April 4, 2014 and as a director effective June 24, 2014.

### Consulting and Employment Agreements

Except as set out below or as set forth under the heading "Termination and Change of Control Benefits", the Company did not have any agreement or arrangement under which compensation was provided during the 2016, 2017, 2018 or 2019 financial years or under which compensation is payable in respect of services provided to the Company that were performed by a Named Executive Officers or a director of the Company, or by any other party which provided services that are typically provided by an NEO or a director of the Company.

The Company and its subsidiaries have entered into, or had entered into, the following consulting or employment agreements with the Named Executive Officers:

- (i) consulting agreement dated for reference July 1, 2018 between the Company and Anthony Srdanovic, whereby Mr. Srdanovic acts as the Chief Executive Officer and Chairman of the Board of the Company (the "CEO Executive Agreement"), in consideration of a monthly payment of \$10,000;
- (ii) consulting agreement dated for reference September 20, 2018, among Katuni Capital Ltd. ("Katuni"), Samina Capital Corp. (together with Katuni, the "Katuni Group") and the Company, whereby the Katuni group makes available Anthony Balic to act as Chief Financial Officer of the Company (the "CFO Executive Agreement"), in consideration of a monthly payment to Katuni of \$5,000;

- (iii) consulting agreement between the Company and Mammoth Market Advisory Corp. ("Mammoth"), a company controlled by Keir Reynolds, the former Chief Executive Officer of the Company, pursuant to which Mammoth provided the services of Mr. Reynolds in consideration for a monthly consulting fee of \$10,000 and the entitlement to option grants and certain cash bonuses; and
- (iv) employment agreement made as of January 19, 2015, whereby Mr. Adelberg acted as President of the Company at an annual salary of \$155,000.

Although the Board of Directors has not implemented a bonus plan, pursuant to each of the Named Executive Officers' Executive Agreements, each Named Executive Officer is eligible to participate in any bonus plans that may be implemented by the Board of Directors or the compensation committee thereof, from time to time. A bonus, if paid, shall be paid in cash in such amount as is approved by the Board following each annual performance review and based on attainment of performance objectives.

#### Incentive Plan Awards

##### *Outstanding Share-Based Awards and Option-Based Awards*

The following table sets out information concerning all awards outstanding under incentive plans of the Company at the end of the completed 2016, 2017, 2018 and 2019 financial years, including awards granted before the most recently completed financial year, to each Named Executive Officer of the Company. The Company has not granted any share-based awards.

Name	Year	Option-based awards <sup>(1)</sup>			
		Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised "in-the-money" options <sup>(2)</sup> (\$)
Anthony Srdanovic <sup>(3)</sup> Chief Executive Officer, Chairman and Director	2019	--	--	--	--
	2018	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A
Anthony Balic <sup>(4)</sup> Chief Financial Officer	2019	--	--	--	--
	2018	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A
Ed Low Former Interim Chief Financial Officer <sup>(5)</sup>	2019	N/A	N/A	N/A	N/A
	2018	--	--	--	--
	2017	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A
Keir Reynolds <sup>(6)</sup> Former Chief Executive Officer, Chairman and Director	2019	N/A	N/A	N/A	N/A
	2018	36,500	2.50	May 23, 2019	\$nil
		18,500	2.50	August 27, 2019	\$nil
		2,000	0.90	September 21, 2020	\$nil
	2017	36,500	2.50	May 23, 2019	\$nil
		18,500	2.50	August 27, 2019	\$nil
		2,000	0.90	September 21, 2020	\$nil

Name	Year	Option-based awards <sup>(1)</sup>			
		Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised "in-the-money" options <sup>(2)</sup> (\$)
	2016	36,500	2.50	May 23, 2019	\$nil
		18,500	2.50	August 27, 2019	\$nil
Cyrus Driver <sup>(7)</sup> Former Chief Financial Officer and Director	2019	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A
	2017	45,000	\$2.00	September 21, 2020	\$nil
		35,000	\$0.90	June 10, 2021	\$nil
		12,000	\$0.90	October 17, 2021	\$nil
		5,000	\$0.85	December 6, 2021	\$nil
	2016	45,000	\$2.00	September 21, 2020	\$nil
Raif Adelberg <sup>(8)</sup> Former President and director	2019	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A
	2016	--	--	--	--

**Notes:**

- (1) For the financial years ended April 30, 2016, 2017, 2018 and 2019.
- (2) Options are "in the money" if the market price of the Omni Common Shares is greater than the exercise price of the options. Value is calculated by multiplying the number of Omni Common Shares which may be acquired on exercise of the option by the difference, if any, between the exercise price of the options and the market value of the Omni Common Shares underlying the options as at the closing price on the last day of trading of the 2016, 2017, 2018 and 2019 financial years, respectively, being \$0.045, \$0.03, \$0.16 and \$0.19 per Omni Common Share.
- (3) Appointed as a Director effective April 25, 2018 and as the Chief Executive Officer and Chairman effective July 4, 2018.
- (4) Appointed as Chief Financial Officer effective October 31, 2018.
- (5) Appointed as interim Chief Financial Officer effective September 29, 2017; resigned as interim Chief Financial Officer effective October 31, 2018.
- (6) Appointed as Chief Executive Officer effective September 16, 2014, Chairman effective April 4, 2014 and a director effective February 18, 2014. Resigned as Chief Executive Officer, Chairman and a director of the Company effective July 4, 2018.
- (7) Appointed as Chief Financial Officer effective November 24, 2014 and as a director effective May 20, 2015; resigned as Chief Financial Officer and a director effective September 29, 2017.
- (8) Appointed as President effective January 19, 2015 and as a director effective June 24, 2014; resignation as President and a director effective May 28, 2015.

There were no outstanding share-based awards as at April 30, 2019.

The Board's approach to issuing options is consistent with prevailing market practices in the Company's industry. Grants of options depend on the length of service of the Named Executive Officer. There are, therefore, no formulae followed or performance goals or significant conditions which must be met before options will be granted. Options are always granted at or above the prevailing market price of the Omni Common Shares on the TSXV.

*Incentive Plan Awards - Value Vested or Earned During the Year*

The following table sets out details of the value vested or earned during the 2016, 2017, 2018 and 2019 financial years of incentive plan awards granted to each Named Executive Officer. The Company has not granted any share-based awards or non-equity incentive plan compensation.

<b>Name</b>	<b>Year</b>	<b>Option-based awards – Value vested during the year<sup>(1)</sup> (\$)</b>	<b>Non-equity incentive plan compensation – Value earned during the year (\$)</b>
Anthony Srdanovic <sup>(2)</sup> Chief Executive Officer, Chairman and Director	2019	--	N/A
	2018	N/A	N/A
	2017	N/A	N/A
	2016	N/A	N/A
Anthony Balic <sup>(3)</sup> Chief Financial Officer	2019	--	N/A
	2018	N/A	N/A
	2017	N/A	N/A
	2016	N/A	N/A
Ed Low <sup>(4)</sup> Former Interim Chief Financial Officer	2019	N/A	N/A
	2018	--	--
	2017	N/A	N/A
	2016	N/A	N/A
Keir Reynolds <sup>(5)</sup> Former Chief Executive Officer, Chairman and Director	2019	N/A	N/A
	2018	--	N/A
	2017	--	N/A
	2016	--	N/A
Cyrus Driver <sup>(6)</sup> Former Chief Financial Officer and Director	2019	N/A	N/A
	2018	--	N/A
	2017	1,000	N/A
	2016	--	N/A
Raif Adelberg <sup>(7)</sup> Former President and director	2019	N/A	N/A
	2018	N/A	N/A
	2017	N/A	N/A
	2016	--	--

**Notes:**

- (1) The "value vested during the year" is calculated using the closing price of the Omni Common Shares on the TSXV on the vesting date less the respective exercise prices of the options.
- (2) Appointed as a director effective April 25, 2018 and as the Chief Executive Officer and Chairman effective July 4, 2018.
- (3) Appointed as Chief Financial Officer effective October 31, 2018.
- (4) Appointed as interim Chief Financial Officer effective September 29, 2017; resigned as interim Chief Financial Officer effective October 31, 2018
- (5) Appointed as Chief Executive Officer effective September 16, 2014, Chairman effective April 4, 2014 and a director effective February 18, 2014. Resigned as Chief Executive Officer, Chairman and a director of the Company effective July 4, 2018.
- (6) Appointed as Chief Financial Officer effective November 24, 2014 and as a director effective May 20, 2015; resigned as Chief Financial Officer and a director effective September 29, 2017.
- (7) Appointed as President effective January 19, 2015 and as a director effective June 24, 2014; resignation as President and a director effective May 28, 2015.

There was no re-pricing of stock options under the Company's Stock Option Plan or otherwise during the Company's financial year ended December 31, 2018. Details of the Company's Stock Option Plan can be found under the headings "Compensation Discussion and Analysis" above and "Approval of Stock Option Plan" below.

### *Option-based Awards Exercised During the Year*

Except as set out below, no Named Executive Officer or director exercised any option-based awards during the Company's 2016, 2017, 2018 and 2019 financial years.

Exercise of Compensation Securities by NEOs and Directors								
Name and principal position	Year	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 (\$)
Keir Reynolds <sup>(1)</sup> Former Chief Executive Officer, Chairman and Director	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	Stock Option	80,000	0.90	9/Nov/16	0.90	Nil	Nil
			88,000	0.90	9/Nov/16	0.90	Nil	Nil
			190,000	0.50	20/Mar/17	0.35	0.15	28,500
	2016	Stock Option <sup>(2)</sup>	20,000 <sup>(2)</sup>	2.00	30/Dec/15	1.15	(0.85)	(17,000)
Cyrus Driver <sup>(3)</sup> Former Chief Financial Officer and Director	2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2017	Stock Option	20,000	2.00	3/Nov/16	1.00	(1.00)	(20,000)
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A

#### Notes:

- (1) Appointed as Chief Executive Officer effective September 16, 2014, Chairman effective April 4, 2014 and a director effective February 18, 2014. Resigned as Chief Executive Officer, Chairman and a director of the Company effective July 4, 2018.
- (2) 20,000 Omni Common Shares were issued to Mr. Reynolds upon the exercise of the stock options, which was accounted for as a bonus to Mr. Reynolds in the amount of \$40,000.
- (3) Appointed as Chief Financial Officer effective November 24, 2014 and as a director effective May 20, 2015; resigned as Chief Financial Officer and a director effective September 29, 2017.

### Pension Plan Benefits

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

### Termination and Change of Control Benefits

Except as set out below, the Company has no compensatory plan, contract or arrangement to compensate an NEO in the event of resignation, retirement or other termination of the NEO's employment with the Company, a change of control of the Company, or a change in responsibilities of the NEO following a change of control.

### *CEO Executive Agreement*

Pursuant to the terms of the CEO Executive Agreement, if the Company (i) terminates the CEO Executive Agreement without cause, or (ii) provides a written request to Mr. Srdanovic to resign his positions of Chief Executive Officer and Chairman of the Board in connection with and/or pursuant to the terms of a transaction resulting in a change of control of the Company, the Company shall be obligated to promptly pay to Mr. Srdanovic an amount equal to 24 months of consulting fees due under the CEO Executive Agreement. In respect of the Reverse Takeover with Dreamfields, Mr. Srdanovic has agreed to reduce the consulting fees due following a change of control to four months of consulting fees.

In the CEO Executive Agreement, the term "change of control" means a transaction or series of transactions whereby directly or indirectly:

- (i) any person or combination of persons obtains a sufficient number of securities of the Company to affect materially the control of the Company; for the purposes of the CEO Executive Agreement, a person or combination of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 51 % or more of the votes attaching to all shares of the Company which may be cast to elect directors of the Company, shall be deemed to be in a position to affect materially the control of the Company; or
- (ii) the Company shall: (A) consolidate or merge with or into, (B) amalgamate with, or (C) enter into a statutory arrangement with, any other person (other than an affiliate of the Company) and, in connection therewith, all or part of the outstanding voting shares shall be changed in any way, reclassified or converted into, exchanged or otherwise acquired for shares or other securities of the Company or any other person or for cash or any other property; or
- (iii) any other person (other than an affiliate of the Company) shall: (A) consolidate or merge with or into, (B) amalgamate with, or (C) enter into a statutory arrangement with, the Company, and, in connection therewith, all or part of the outstanding voting shares shall be changed in any way, reclassified or converted into, exchanged or otherwise acquired for shares or other securities of the Company or any other person or for cash or any other property.

For a period of 12 months following the date of termination of the CEO Executive Agreement, Mr. Srdanovic may not, without the prior written consent of the Company:

- (i) call on, solicit, or endeavor to entice away, either directly or indirectly, any person or entity who is, or was a client, customer, transaction partner or potential client, customer or transaction partner of the Company during the six month period immediately preceding the termination of the CEO Executive Agreement; or
- (ii) call on solicit, or endeavor to entice away, either directly or indirectly, any person or entity who is, or was an employee, independent contractor or consultant of the Company during the six month period preceding the termination of the CEO Executive Agreement, to terminate their relationship with the Company in order to become an employee, consultant or independent contractor for any person or entity other than the Company.

#### *CFO Executive Agreement*

Pursuant to the terms of the CFO Executive Agreement, if the engagement of the Katuni Group is terminated for just cause, which includes:

- (i) fraudulent misrepresentation as to qualifications;
- (ii) serious misconduct;
- (iii) breach of duty of fidelity;
- (iv) fraud or dishonesty;
- (v) theft;
- (vi) gross negligence;
- (vii) willful breach or habitual neglect of significant or material duties and/or responsibilities which the Katuni Group is required to perform;
- (viii) failure to comply with an of the laws, regulations, policies, codes, rules, or procedures referred to in the CFO Executive Agreement that have a materially negative impact on the Company; and
- (ix) material breach of a covenant or term in the CFO Executive Agreement,

all compensation and benefits, including any bonuses, accruing to the Katuni Group shall cease accruing as of the date of termination and the Katuni Group will not be entitled to notice or payment in lieu of notice, or any bonuses accrued in the fiscal year of termination. In addition, any unvested Rights (as defined below) at the time of termination, including termination by the Katuni Group for other than good reason, or due to the death or disability of Anthony Balic, will be forfeit.

If the Katuni Group is terminated other than for just cause, the Katuni Group is entitled to receive:

- (i) the amount of outstanding fees within five business days of termination of the CFO Consulting Agreement;
- (ii) that portion of any then declared and/or earned or accrued bonus, prorated up to the effective date of termination, provided the Katuni Group was eligible to receive such bonus; and
- (iii) if the Katuni Group holds any options, rights, warrants or other entitlements for the purchase or acquisition of shares in the capital of the Company or any affiliate thereof (in this section, collectively, the "Rights"), all vested Rights as of the effective date of termination for just cause shall then be deemed to be granted to the Katuni Group and available for immediate exercise for a period of 60 business days. Unvested Rights as of the effective date of termination by the Company shall immediately vest, be granted to the Katuni Group and be exercisable within 60 days of the effective date of termination.

#### *Raif Adelberg Employment Agreement*

In connection with Raif Adelberg's resignation as President and as a director of the Company during the 2016 financial year, the Company paid Mr. Adelberg \$25,000 in settlement of contractual indebtedness and issued to him 150,000 Omni Common Shares at a deemed per share of \$0.8333 in settlement of an additional \$125,000 of contractual indebtedness.

#### Director Compensation

Other than compensation paid to the Named Executive Officers, and except as noted below, no compensation was paid to directors in their capacity as directors of the Company or in their capacity as members of a committee of the Board. The directors are reimbursed for reasonable expenses incurred on behalf of the Company. From time to time, directors may be retained to provide specific services to the Company and its subsidiaries and will be compensated on a normal commercial basis for such services. The Company has not granted any share-based awards.

During the Company's financial years ended April 30, 2016, 2017, 2018 and 2019, the Company had seven directors who were not also Named Executive Officers, namely Alan Reynolds, Gary Thompson, Robert Falls, Monique Morden, John Veltheer, Gary Floyd and Robert Withers. The following table sets out the details of compensation provided to the aforesaid directors during the Company's 2016, 2017, 2018 and 2019 completed financial years. The Company has not granted any share-based awards.

Name of Director	Year	Fees earned (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)	Pension value <sup>(2)</sup> (\$)	All other compensation (\$)	Total compensation (\$)
Alan Reynolds <sup>(3)</sup>	2019	--	--	N/A	N/A	--	--
	2018	--	--	N/A	N/A	--	--
	2017	--	36,190 <sup>(4)</sup>	N/A	N/A	--	36,190
	2016	--	--	N/A	N/A	--	--

Name of Director	Year	Fees earned (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)	Pension value <sup>(2)</sup> (\$)	All other compensation (\$)	Total compensation (\$)
Gary Thompson <sup>(5)</sup>	2019	13,000	--	N/A	N/A	--	13,000
	2018	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A
Robert Falls <sup>(6)</sup>	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A
	2017	--	--	N/A	N/A	--	--
	2016	N/A	N/A	N/A	N/A	N/A	N/A
Monique Morden <sup>(7)</sup>	2019	--	--	N/A	N/A	--	--
	2018	--	--	N/A	N/A	--	--
	2017	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A
John Veltheer <sup>(8)</sup>	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	--	--	N/A	N/A	--	--
	2017	--	24,870 <sup>(7)</sup>	N/A	N/A	--	24,870
	2016	--	24,775 <sup>(8)</sup>	N/A	N/A	--	24,775
Gary Floyd <sup>(11)</sup>	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	17,343 <sup>(12)</sup>	N/A	N/A	N/A	N/A
	2016	--	--	N/A	N/A	--	--
Robert Withers <sup>(13)</sup>	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A	N/A	N/A
	2016	--	--	N/A	N/A	--	--

**Notes:**

(1) Weighted average assumptions are used in the following:

	2019	2018	2017	2016
Risk-free interest rate	N/A	0.94%	0.86%	0.83%
Expected life of options	N/A	5 years	3.51 years	5 years
Expected annualized volatility	N/A	140%	139.84%	92.43%
Expected dividend rate	N/A	0%	0%	0%

The Company believes that the models utilized are appropriate models to use for calculating the fair value of incentive stock options because, while the model was originally developed for valuing publicly traded options as opposed to non-transferrable incentive stock options and requires management to make estimates, which are subjective and may not be representative of actual results (changes in assumptions can materially affect estimates of fair values), this model is used by most companies in the Company's peer group and therefore represents an approach to valuation reasonably consistent with the Company's peer group. It is important to remember that, while incentive stock options can have a significant theoretical value (such as those reported above), until the option is actually exercised and the resulting common shares can be sold at a profit, it has no value that can be realized by the holder. Many option grants expire unexercised and out-of-the-money.

(2) The Company does not maintain any defined benefit or defined contribution plan.

(3) Appointed as a director effective October 23, 2015.

- (4) Grant date fair value of incentive stock options entitling the purchase of 35,000 Omni Common Shares at a per share price of \$0.90 until June 10, 2021, and 12,000 Omni Common Shares at a per share price of \$0.90 until October 17, 2021 and 5,000 Omni Common Shares at a per share price of \$0.85 until December 6, 2021.
- (5) Appointed as a director effective August 8, 2018 and resigned as a director effective July 26, 2019.
- (6) Appointed as a director effective July 13, 2017 and resigned as a director effective March 15, 2018.
- (7) Appointed as a director effective March 15, 2018 and resigned as a director effective August 7, 2018.
- (8) Appointed as a director effective June 1, 2015 and resigned as a director effective July 13, 2017.
- (9) Grant date fair value of incentive stock options entitling the purchase of 25,000 Omni Common Shares at a per share price of \$0.90 until June 10, 2021, and 6,000 Omni Common Shares at a per share price of \$0.90 until October 17, 2021 and 5,000 Omni Common Shares at a per share price of \$0.85 until December 6, 2021.
- (10) Grant date fair value of incentive stock options entitling the purchase of 25,000 Omni Common Shares at a per share price of \$2.00 until September 21, 2020.
- (11) Appointed as a director on July 3, 2014 and resigned as a director on October 23, 2015.
- (12) Grant date fair value of incentive stock options entitling the purchase of 17,500 Omni Common Shares at a per share price of \$2.00 until September 21, 2020.
- (13) Appointed as a director on June 3, 2014 and resigned as a director on May 28, 2015.

### Incentive Plan Awards

#### *Outstanding Share-Based Awards and Option-Based Awards*

The following table sets out information concerning all awards outstanding under incentive plans of the Company at the end of the 2016, 2017, 2018 and 2019 completed financial years, including awards granted before the aforementioned completed financial years, to each director who is not a Named Executive Officer. The Company has not granted any share-based awards.

Name	Year	Option-based awards			
		Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised "in-the-money" options <sup>(1)</sup> (\$)
Alan Reynolds <sup>(2)</sup>	2019	35,000 12,000 5,000	0.90 0.90 0.85	June 10, 2021 October 17, 2021 December 6, 2021	--
	2018	35,000 12,000 5,000	0.90 0.90 0.85	June 10, 2021 October 17, 2021 December 6, 2021	--
	2017	35,000 12,000 5,000	0.90 0.90 0.85	June 10, 2021 October 17, 2021 December 6, 2021	--
	2016	--	--	--	--
Gary Thompson <sup>(3)</sup>	2019	--	--	--	--
	2018	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A
Robert Falls <sup>(4)</sup>	2019	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A
	2017	--	--	--	--
	2016	N/A	N/A	N/A	N/A
Monique Morden <sup>(5)</sup>	2019	--	--	--	--
	2018	--	--	--	--
	2017	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A

Name	Year	Option-based awards			
		Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised "in-the-money" options <sup>(1)</sup> (\$)
John Veltheer <sup>(6)</sup>	2019	N/A	N/A	N/A	N/A
	2018	--	--	--	--
	2017	25,000 6,000 5,000 25,000	0.90 0.90 0.85 2.00	June 10, 2021 October 17, 2021 December 6, 2021 September 21, 2020	--
	2016	25,000	2.00	September 21, 2020	--
Gary Floyd <sup>(7)</sup>	2019	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A
	2017	17,500 10,000	2.00 2.50	September 21, 2020 August 27, 2019	-- --
	2016	17,500 10,000	2.00 2.50	September 21, 2020 August 27, 2019	-- --
Robert Withers <sup>(8)</sup>	2019	N/A	N/A	N/A	N/A
	2018	N/A	N/A	N/A	N/A
	2017	N/A	N/A	N/A	N/A
	2016	--	--	--	--

**Notes:**

- (1) Options are "in the money" if the market price of the Omni Common Shares is greater than the exercise price of the options. Value is calculated by multiplying the number of Omni Common Shares which may be acquired on exercise of the option by the difference, if any, between the exercise price of the options and the market value of the Omni Common Shares underlying the options as at the closing price on the last trading day for the 2016, 2017, 2018 and 2019 financial years (being April 30 of each respective year).
- (2) Appointed as a director on October 23, 2015.
- (3) Appointed as a director effective August 8, 2018 and resigned as a director effective July 26, 2019.
- (4) Appointed as a director effective July 13, 2017 and resigned as a director effective March 15, 2018.
- (5) Appointed as a director effective March 15, 2018 and resigned as a director effective August 7, 2018.
- (6) Appointed as a director effective June 1, 2015 and resigned as a director effective July 13, 2017.
- (7) Appointed as a director on July 3, 2014 and resigned as a director on October 23, 2015.
- (8) Appointed as a director on June 3, 2014 and resigned as a director on May 28, 2015.

**Incentive Plan Awards - Value Vested or Earned During the Year**

The following table sets out details of the value vested or earned during the financial years ended April 30, 2016, 2017, 2018 and 2019 of incentive plan awards granted to each director who is not a Named Executive Officer. The Company has not granted any share-based awards or non-equity incentive plan compensation.

Name	Year	Option-based awards – Value vested during the year <sup>(1)</sup> (\$)	Non-equity incentive plans compensation – Value earned during the year (\$)
Alan Reynolds <sup>(2)</sup>	2019	-	N/A
	2018	--	N/A
	2017	\$1,000	N/A
	2016	--	N/A

Name	Year	Option-based awards – Value vested during the year <sup>(1)</sup> (\$)	Non-equity incentive plans compensation – Value earned during the year (\$)
Gary Thompson <sup>(3)</sup>	2019	--	N/A
	2018	--	N/A
	2017	N/A	N/A
	2016	N/A	N/A
Robert Falls <sup>(4)</sup>	2019	N/A	N/A
	2018	N/A	N/A
	2017	--	--
	2016	N/A	N/A
Monique Morden <sup>(5)</sup>	2019	--	--
	2018	--	--
	2017	N/A	N/A
	2016	N/A	N/A
John Veltheer <sup>(6)</sup>	2019	N/A	N/A
	2018	--	--
	2017	1,000	N/A
	2016	--	--
Gary Floyd <sup>(7)</sup>	2019	N/A	N/A
	2018	N/A	N/A
	2017	N/A	N/A
	2016	--	--
Robert Withers <sup>(8)</sup>	2019	N/A	N/A
	2018	N/A	N/A
	2017	N/A	N/A
	2016	--	--

**Notes:**

- (1) The "value vested during the year" is calculated using the closing price of the Omni Common Shares on the TSXV on the vesting date less the respective exercise prices of the options.
- (2) Appointed as a director on October 23, 2015.
- (3) Appointed as a director effective August 8, 2018 and resigned as a director effective July 26, 2019.
- (4) Appointed as a director effective July 13, 2017 and resigned as a director effective March 15, 2018.
- (5) Appointed as a director effective March 15, 2018 and resigned as a director effective August 7, 2018.
- (6) Appointed as a director effective June 1, 2015 and resigned as a director effective July 13, 2017.
- (7) Appointed as a director on July 3, 2014 and resigned as a director on October 23, 2015.
- (8) Appointed as a director on June 3, 2014 and resigned as a director on May 28, 2015.

***Option-based Awards Exercised During the Year***

None of the directors who are not a Named Executive Officer exercised any option-based awards during the Company's 2016, 2017, 2018 and 2019 financial years.

**Management Contracts**

No management functions of the company or its subsidiaries are to any substantial degree performed by persons other than the directors or executive officers of the Company or its subsidiary. See disclosure

under "Executive Compensation – Employment and Consulting Agreements" for further details with respect to specific employment or consulting agreements with NEOs.

#### Stock Option Plan

The Stock Option Plan is a 10% "rolling" stock option plan. The underlying purpose of the Stock Option Plan is to attract and motivate the directors, Employees and Consultants (as such terms are defined in the Stock Option Plan) of the Company and its subsidiaries to advance the interests of the Company by affording such persons with the opportunity to acquire an equity interest in the Company through rights granted under the Stock Option Plan.

The material terms of the Stock Option Plan are set out below, which summary is intended as a brief description of the Stock Option Plan and is qualified in its entirety by the full text of the Stock Option Plan, which will be available for review at the Meeting and at the Company's head office located at 1470 - 1188 West Georgia Street, Vancouver, British Columbia, Canada, V6E 4E6 for 10 business days prior to the Meeting, during business hours.

1. Eligible Participants. Options may be granted under the Stock Option Plan to directors, Employees and Consultants of the Company and its subsidiaries. The Board of Directors, in its discretion, determines whether to grant options under the Stock Option Plan to eligible participants.
2. Number of Shares Reserved. The number of common shares in the capital of the Company which may be issued pursuant to options granted under the Stock Option Plan may not exceed 10% of the issued and outstanding Omni Common Shares, on a non-diluted basis, at the date the options are granted. Options that have been cancelled or that have expired without being exercised in full shall continue to be issuable under the Plan. In addition, the total number of options awarded, in any twelve month period, to any one individual shall not exceed 5% of the issued and outstanding Omni Common Shares at the grant date (unless the Company has obtained disinterested shareholder approval). The total number of options awarded, in any twelve month period, to any one Consultant for the Company shall not exceed 2% of the issued and outstanding Omni Common Shares at the grant date, without consent being obtained from the TSXV. The total number of options awarded, in any twelve month period, to all persons employed by the Company who perform Investor Relations Activities for the Company shall not exceed 2% of the issued and outstanding shares of the Company at the grant date, without consent being obtained from the TSXV.
3. Term of Options. Subject to the termination and change of control provisions noted below, the terms of any option granted under the Stock Option Plan is determined by the Board and may not exceed 10 years from the date of grant.
4. Exercise Price. The exercise price of options granted under the Stock Option Plan is equal to the greater of the closing market prices of the Omni Common Shares on (i) the trading day prior to the grant date of the options; and (ii) the grant date of the options (or such other minimum price as is permitted by the TSXV in accordance with its policies, as amended from time to time) or, if the Omni Common Shares are no longer listed on any stock exchange then, the price per Omni Common Share on the over-the-counter market determined by dividing the aggregate sale price of the common shares sold by the total number of such shares so sold on the applicable market for the last day prior to the grant date.
5. Vesting. All options granted pursuant to the Stock Option Plan will be subject to such vesting requirements as may be prescribed by the TSXV, if applicable, and will be granted as fully vested, unless a vesting schedule is imposed by the Board of Directors as a condition of the grant on the grant date. Notwithstanding the above, options issued to Consultants performing Investor Relations Activities must vest in stages over at least twelve months with not more than one-quarter of the options vesting in any three month period.

6. Termination of Options. If an optionee ceases to be an Eligible Person, his or her option shall be exercisable as follows:

- (a) *Death or Disability* - If the optionee is a director or Employee (other than an Employee performing Investor Relations Activities) and ceases to be an Eligible Person, due to his or her death or disability, the option then held by the optionee shall be exercisable to acquire that number of shares which have been reserved for issuance upon the exercise of a vested option, but which have not been issued, as adjusted from time to time in accordance with the provisions of the Stock Option Plan ("Vested Unissued Option Shares") at any time up to the earlier of

- (i) 365 days after the date of death or disability; and
- (ii) the expiry date of the options.

Or, in the case of a Consultant, or an Employee performing Investor Relation Activities, the option then held by the optionee shall be exercisable at any time up to the earlier of

- (i) one month after the date of death or disability; and
- (ii) the expiry date of the options.

- (b) *Ceasing to Hold Office* - In the event that the optionee holds his or her option as a director and such optionee ceases to be a director of the Company other than by reason of death, the expiry date of the option shall be the 90th day following the date the optionee ceases to be a director of the Company unless the optionee continues to be engaged by the Company as an Employee or Consultant, in which case the expiry date shall remain unchanged. However, if the optionee ceases to be a director of the Company as a result of

- (i) ceasing to meet the qualifications set forth in Section 124 of the *Business Corporations Act* (British Columbia); or
- (ii) a special resolution having been passed by the shareholders of the Company pursuant to subsection 128(3) of the *Business Corporations Act* (British Columbia)

then the expiry date shall be the date the optionee ceases to be a Director of the Company.

- (c) *Ceasing to be Employed* - In the event that the optionee holds his or her option as an Employee or Consultant of the Company (other than an Employee or Consultant performing Investor Relations Activities) and such optionee ceases to be an Employee or Consultant of the Company other than by reason of death, the expiry date of the option shall be the 30th day following the date the optionee ceases to be an Employee or Consultant of the Company. However, if the optionee ceases to be an Employee or Consultant of the Company as a result of

- (i) termination for cause; or
- (ii) an order of the British Columbia Securities Commission, the TSXV, or any regulatory body having jurisdiction to so order

then the expiry date shall be the date the optionee ceases to be an Employee or Consultant of the Company.

- (d) *Ceasing to Perform Investor Relation Activities* - Notwithstanding the paragraph (c) immediately above, in the event that the optionee holds his or her option as an Employee or Consultant of the Company who provides Investor Relations Activities on behalf of the Company, and such optionee ceases to be an Employee or Consultant of the Company other than by reason of death, the expiry date shall be the date the optionee ceases to be an Employee or Consultant of the Company.

### *Repricing of Stock Options*

The Company did not make any downward repricing of stock options during the financial years ended April 30, 2016, 2017, 2018 or 2019.

### Securities Authorized for Issuance under Equity Compensation Plans

The following table sets out details of all the Company's equity compensation plans as of April 30, 2016, 2017, 2018 and 2019, being the end of the Company's most recently completed financial years. The Company's equity compensation plan consists of its Stock Option Plan, which was last ratified and approved by Shareholders on February 9, 2016.

<b>Plan Category</b>	<b>Year</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights (b)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans, excluding securities reflected in column (a) (c)</b>
Equity compensation plans approved by security holders	2019	102,500	\$1.23 <sup>(2)</sup>	395,732
	2018	159,500	\$1.67 <sup>(3)</sup>	380,032
	2017	325,000	\$1.60 <sup>(4)</sup>	484,810
	2016	282,500	\$2.20 <sup>(5)</sup>	207,437
Equity compensation plans not approved by security holders	2019	N/A	N/A	N/A
	2018	N/A	N/A	N/A
	2017	N/A	N/A	N/A
	2016	N/A	N/A	N/A
<b>TOTAL</b>	2019	102,500	\$1.23	395,732
	2018	159,500	\$1.67	380,032
	2017	325,000	\$1.60	484,810
	2016	282,500	\$2.20	207,437

#### Notes:

- (1) As at April 30, 2016, 2017, 2018 and 2019, being the date of the Company's most recently completed financial years, the following Omni Common Shares were issued and outstanding:

#### **Common Shares Issued and**

<b>Year</b>	<b>Outstanding</b>
2016	4,899,365
2017	8,098,098
2018	39,598,202
2019	40,598,202

- (2) Consisting of:

<b>Number of Options</b>	<b>Exercise Price</b>
2,000	\$2.50
3,000	\$2.50
5,000	\$2.50
17,500	\$2.00
37,500	\$0.90
17,500	\$0.90
20,000	\$0.85

(3) Consisting of:

Number of Options	Exercise Price
38,500	\$2.50
21,500	\$2.50
5,000	\$2.50
17,500	\$2.00
37,500	\$0.90
19,500	\$0.90
20,000	\$0.85

(4) Consisting of:

Number of Options	Exercise Price
38,500	\$2.50
31,500	\$2.50
5,000	\$2.50
105,000	\$2.00
77,500	\$0.90
37,500	\$0.90
30,000	\$0.90

(5) Consisting of:

Number of Options	Exercise Price
39,500	\$2.50
33,000	\$2.50
24,500	\$2.50
185,500	\$2.00

## **CORPORATE GOVERNANCE DISCLOSURE**

National Instrument 58-101 *Disclosure of Corporate Governance Practices* ("NI 58-101") of the Canadian Securities Administrators requires the Company to annually disclose certain information regarding its corporate governance practices. That information is disclosed below.

### **Board of Directors**

The Board of Directors has responsibility for the stewardship of the Company including responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of the Company's internal control and management information systems.

The Board of Directors sets long-term goals and objectives for the Company and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Board delegates the responsibility for managing the day-to-day affairs of the Company to senior management but retains a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Company and its business. The Board is responsible for protecting Shareholders' interests and ensuring that the incentives of the Shareholders and of management are aligned.

As part of its ongoing review of business operations, the Board of Directors reviews, as frequently as required, the principal risks inherent in the Company's business including financial risks, through periodic reports from management of such risks, and assesses the systems established to manage those risks. Directly and through the audit committee of the Board, the Board also assesses the integrity of internal control over financial reporting and management information systems.

In addition to those matters that must, by law, be approved by the Board of Directors, the Board is required to approve any material dispositions, acquisitions and investments outside the ordinary course of business, long-term strategy, and organizational development plans. Management of the Company is

authorized to act without Board approval, on all ordinary course matters relating to the Company's business.

The Board of Directors also monitors the Company's compliance with timely disclosure obligations and reviews material disclosure documents prior to distribution.

The Board of Directors is responsible for the appointment of senior management and monitoring of their performance.

The Board of Directors has not adopted a written mandate or code setting out all of the foregoing obligations, as it believes it is adequately governed by the requirements of applicable corporate and securities common and statute law which provide that the Board has responsibility for the stewardship of the Company. That stewardship includes responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of the Company's internal control and management information systems.

The Board of Directors is currently comprised of four directors, of which two are considered "independent" within the meaning of National Instrument 52-110 *Audit Committees* ("NI 52-110") of the Canadian Securities Administrators. A director is "independent" if the director has no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgement. The current independent members of the Board are Michael Hopkinson and Peter Clausi. Alan Reynolds is not considered independent as he has an immediate family member who has been, within the last three years, an executive officer of the Company. Anthony Srdanovic is not considered to be independent as he is an executive officer of the Company.

The Board facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board.

The Board does not hold regularly scheduled meetings without the non-independent directors and members of management. Since the beginning of the Company's last financial year, the independent directors did not hold any ad hoc meetings without the non-independent directors and management.

When a matter being considered involves a director, that director does not vote on the matter. As well, the directors regularly and independently confer amongst themselves and thereby keep apprised of all operational and strategic aspects of the Company's business.

Anthony Srdanovic, the Chief Executive Officer of the Company, is the Chairman of the Board of Directors. The Company does not have an independent Chairman of the Board as Mr. Srdanovic is not an independent director. However, the independent directors of the Company have experience in director and officer roles and as members of the financial investment community, and, therefore, do not require the guidance of an independent Chairman of the Board in exercising their duties as directors of the Company.

### **Descriptions of Roles**

The Board of Directors has not established written descriptions of the positions of the Chairman of the Board or Chairman of any of the committees of the Board (except as may be set out in a charter applicable to a committee) as it feels they are unnecessary and would not improve the function and performance of the Board, Chief Executive Officer or any committee of the Board. The role of Chairman is delineated by the nature of the overall responsibilities of the Board or the committee.

The Board has not set limits on the objectives to be met by the Chairman of the Board, as the Board believes that such limits and objectives should depend upon the circumstances of each situation and that to formalize these matters would be restrictive and unproductive.

## Other Directorships

Name of Director	Name of Other Reporting Issuer
Anthony Srdanovic	N/A
Alan Reynolds	N/A
Michael Hopkinson	N/A
Peter Clausi	Buccaneer Gold Corp. Searchlight Resources Inc. (formerly, Canyon Copper Corp) Camrova Resources Inc. Interactive Capital Partners Corporation CBLT Inc. GTA Financecorp. Inc. (formerly, GTA Resources and Mining Inc.)

## Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new Board members are provided with:

- (i) information respecting the functioning of the Board of Directors and committees;
- (ii) access to recent and historical, publicly filed documents of the Company, management reports and the Company's internal financial information;
- (iii) access to management, technical experts and consultants; and
- (iv) a summary of significant corporate and social responsibilities.

Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

## Ethical Business Conduct

The Board of Directors adopted a "Code of Business Conduct and Ethics" on July 2, 2014, as set out in Appendix "A" to this Information Circular. The Board instructs its managers and employees to abide by this Code.

## Nomination of Directors

The Board has responsibility for identifying potential Board candidates. The Board considers its size each year when it considers the number of directors to recommend to the Shareholders for election at the annual general meeting. The Board takes in to account the number of directors required to carry out the Board's duties effectively and to provide the required skills, independence and experience.

The Board has not established a nominating committee and this function is currently performed by the Board as a whole.

The Company has adopted advance notice procedures for nomination of directors, which requires that a shareholder proposing to nominate a person for election as a director at a meeting of shareholders must provide the Company with advance notice of, and prescribed details concerning, the proposed nominee. See "Particulars of Matters to be Acted Upon – Election of Directors – Advance Notice Procedures".

## Assessments

The Board of Directors has not established a formal process to regularly assess the Board and the Audit Committee with respect to their effectiveness and contributions. Nevertheless, their effectiveness is

subjectively measured on an ongoing basis by each director based on their assessment of the performance of the Board, the Audit Committee or the individual directors compared to their expectation of performance. In doing so, the contributions of an individual director are informally monitored by the other Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

### **Compensation**

The Board of Directors, as a whole, performs the functions of a compensation committee. The performance of the Chief Executive Officer, President and Chief Financial Officer and other senior management of the Company is evaluated by the independent Board members and measured against the Company's business goals and industry compensation levels. During the financial years ended April 30, 2016, 2017, 2018, and 2019, the Board did not retain any such outside consultants or advisors to assist in the determination of compensation for any of the Company's directors or executive officers.

### **Other Board Committees**

The Board has no other committees other than the Audit Committee.

## **AUDIT COMMITTEE**

NI 52-110 requires the Company's Audit Committee to meet certain requirements. It also requires the Company to disclose in this Information Circular certain information regarding the Audit Committee. That information is disclosed below.

### **Overview**

The primary function of the Audit Committee of the Board (the "Audit Committee") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by (i) reviewing the financial reports and other financial information provided by the Company to regulatory authorities and Shareholders; (ii) reviewing the systems for internal corporate controls which have been established by the Board and management; and (iii) overseeing the Company's financial reporting processes generally. In meeting these responsibilities, the Audit Committee monitors the financial reporting process and internal control system; reviews and appraises the work of external auditors and provides an avenue of communication between the external auditors, senior management and the Board of Directors. The Audit Committee is also mandated to review and approve all material related party transactions.

### **Composition of the Audit Committee**

Unless it is a "venture issuer" (an issuer, the securities of which are not listed or quoted on any of the Toronto Stock Exchange, a market in the USA other than the over-the-counter market, or a market outside of Canada and the USA other than the Alternative Investment Market of the London Stock Exchange, the PLUS markets operated PLUS Market Group plc and certain other exchanges identified in exemptive relief orders) as of the end of its last financial year, NI 52-110 requires each of the members of the Audit Committee to be independent and financially literate. Since the Company is a "venture issuer" (its securities are listed on the TSXV, but are not listed or quoted on any other exchange or market) it is exempt from this requirement.

The Audit Committee is currently comprised of the following members: Alan Reynolds, Anthony Srdanovic and Michael Hopkinson (Chairman). Each member of the Audit Committee is considered to be "financially literate" as defined by NI 52-110 in that he 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 presumably be expected to be raised by the Company's financial statements. One of the three current members of the Audit Committee, Michael Hopkinson, is independent, while the other members, Alan Reynolds and Anthony Srdanovic, are not considered independent. Alan Reynolds is not considered independent as he has an immediate family member who has been, within the last three years, an executive officer of the Company. Anthony Srdanovic is not considered to be independent as he is an executive officer of the Company. To be considered to be independent, a member of the Audit Committee must not have any direct or indirect

"material relationship" with the Company. A material relationship is a relationship which could, in the view of the Board reasonably interfere with the exercise of a Board member's independent judgment.

The members of the Audit Committee are elected by the Board of Directors at its first meeting following the annual Shareholders' meeting. Unless a Chairman is elected by the full Board, the members of the Committee designate a Chairman by a majority vote of the full Committee membership.

### **Relevant Education and Experience**

In addition to each member's general business experience, each of the Audit Committee members has the ability to read and understand financial statements and has held positions with other corporations or reporting issuers where he has been actively involved in financing and fundraising activities.

### **Audit Committee Charter**

The Company has adopted a Charter for the Audit Committee which sets out the committee's mandate, organization, powers and responsibilities, a copy of which is attached to this Information Circular as Appendix "B".

### **Audit Committee Oversight**

Since the commencement of the Company's most recently completed financial year, the Company's Board of Directors has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

### **Reliance on Certain Exemptions**

Since the commencement of the Company's most recently completed financial year, the Company has not relied on an exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), Section 3.2 of NI 52-110 (*Initial Public Offerings*), Section 3.3(2) of NI 52-110 (*Controlled Companies*), Section 3.4 of NI 52-110 (*Events Outside Control of Member*), Section 3.5 of NI 52-110 (*Death, Disability or Resignation of Audit Committee Member*) or Section 3.6 of NI 52-110 (*Temporary Exemption for Limited and Exceptional Circumstances*), on an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemptions*) or on Section 3.8 of NI 52-110 (*Acquisition of Financial Literacy*).

### **Pre-Approval Policies and Procedures**

The Audit Committee has specific policies and procedures for the engagement of non-audit services, as set out in the Charter for the Audit Committee.

### **External Auditor Service Fees**

The following table sets out the fees paid by the Company to its auditors in the 2015, 2016, 2017, 2018 and 2019 financial years.

<b>Financial Year Ended</b>	<b>Audit Fees (\$)<sup>(1)</sup></b>	<b>Audit Related Fees (\$)<sup>(2)</sup></b>	<b>Tax Fees (\$)<sup>(3)</sup></b>	<b>All Other Fees (\$)<sup>(4)</sup></b>
April 30, 2015	20,000	--	--	4,480
April 30, 2016	28,000	5,500	--	670
April 30, 2017	31,000	--	--	620
April 30, 2018	30,000	5,000	--	700
April 30, 2019	18,000	5,000	--	280

**Notes:**

- (1) The aggregate fees billed by the Company's independent auditors for audit fees.
- (2) The aggregate fees billed for assurance and related services by the Company's auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not disclosed in the "Audit Fees" column.
- (3) The aggregate fees billed for professional services rendered by the Company's auditor for tax compliance, tax advice, and tax planning.
- (4) The aggregate fees billed for professional services other than those listed in the other three columns.

## Venture Issuer Exemption

Since the Company is a "venture issuer" it relies on the exemption contained in Section 6.1 *Venture Issuers* of NI 52-110 from the requirements of Part 3 *Composition of the Audit Committee* (as described in "Composition of the Audit Committee" above) and Part 5 *Reporting Obligations* of NI 52-110 (which requires certain prescribed disclosure about the Audit Committee in the Company's Annual Information Form, if any, and this Information Circular).

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

### Financial Statements

The audited consolidated financial statements of the Company for the financial years ended April 30, 2016, 2017, 2018 and 2019 and the independent auditors' reports thereon and the management's discussion and analysis ("MD&A") for the financial years ended April 30, 2016, 2017, 2018 and 2019 will be placed before the Meeting for consideration by the Shareholders. The Board has approved the consolidated financial statements of the Company, the independent auditors' report thereon, and the MD&A, as such no Shareholders' vote needs to be taken thereon at the meeting. The consolidated financial statements and MD&A are available on the Company's SEDAR profile at [www.sedar.com](http://www.sedar.com).

### Appointment and Remuneration of Auditor

Shareholders will be asked at the Meeting to approve the appointment of Smythe LLP, Chartered Professional Accountants, of Suite 1700 – 475 Howe Street, Vancouver, British Columbia, as auditor of the Company to hold office until the next annual general meeting of the Shareholders at a remuneration to be fixed by the directors. Smythe LLP was appointed as the Company's auditor on July 11, 2014, following the resignation at the Company's request of its former auditor, Dale Matheson Carr-Hilton LaBonte LLP, Chartered Accountants, who served as auditor of the Company from May 5, 2006. Smythe LLP is independent of the Company, in accordance with the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

**In the absence of instructions to the contrary, a properly executed and returned proxy will be voted for the appointment of Smythe LLP as auditor of the Company until the next annual general meeting of the Shareholders and to authorize the directors to fix the auditors' remuneration.**

### Number of Directors

Shareholders will be asked at the Meeting to approve an ordinary resolution to set the number of directors of the Company at four (4) for the ensuing year. The Board of Directors recommends a vote "FOR" the approval of the resolution setting the number of directors at four (4). **In the absence of instructions to the contrary, a properly executed and returned proxy will be voted "FOR" the approval of the resolution setting the number of directors at four (4).**

### Election of Directors

The directors of the Company are elected at each annual general meeting of Shareholders and each elected director holds office until the next annual general meeting of the Shareholders or until his successor is elected or appointed or unless he becomes disqualified under the *Business Corporations Act* (British Columbia) to act as a director.

Each of the persons named in the following table are proposed for nomination for election as a director of the Company. The Board of Directors recommends a vote "FOR" each of the nominees listed below. **In the absence of instructions to the contrary, a properly executed and returned proxy will be voted "FOR" the proposed directors set out below.** Management does not contemplate that any of the proposed directors will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Shareholders or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the articles of the Company or the provisions of the *Business Corporations Act* (British Columbia).

The following table sets out the name of each proposed director, the province or state and country in

which he is ordinarily resident, all offices of the Company now held by him, his principal occupation, the period of time for which he has been a director of the Company, and the number of Omni Common Shares beneficially owned by him, directly or indirectly, or over which he exercises control or direction, as of the date of this Information Circular:

Name, province or state and country of residence and positions, current and former, if any, held in the Company	Date became a director	Number of common shares beneficially owned or controlled or directed, directly or indirectly <sup>(1)</sup>	Number of stock options beneficially owned
Anthony Srdanovic <sup>(2)</sup> British Columbia, Canada <i>Chief Executive Officer, Chairman and Director</i>	April 25, 2018	57,000	Nil
Alan Reynolds <sup>(2)</sup> British Columbia, Canada <i>Director</i>	October 23, 2015	27,000	1,552,000 <sup>(3)</sup>
Michael Hopkinson <sup>(2)</sup> British Columbia, Canada <i>Director</i>	September 3, 2019	Nil	1,250,000 <sup>(4)</sup>
Peter Clausi Ontario, Canada <i>Director</i>	October 28, 2019	Nil	1,000,000 <sup>(5)</sup>

**Notes:**

- (1) The information as to the number of Omni Common Shares beneficially owned or controlled by each nominee, not being within the knowledge of the Company, has been furnished by the respective proposed directors themselves. Unless otherwise indicated, such shares are held directly.
- (2) Denotes a member of the Audit Committee.
- (3) Of which: (i) 35,000 are exercisable for an equal number of Omni Common Shares at an exercise price of \$0.90 per Omni Common Share on or before June 10, 2021; (ii) 12,000 are exercisable for an equal number of Omni Common Shares at an exercise price of \$0.90 per Omni Common Share on or before October 17, 2021; (iii) 5,000 are exercisable for an equal number of Omni Common Shares at an exercise price of \$0.85 per Omni Common Share on or before December 6, 2021; and (iv) 1,500,000 are exercisable for an equal number of Omni Common Shares at an exercise price of \$0.19 per Omni Common Share on or before October 28, 2021.
- (4) Exercisable for an equal number of Omni Common Shares at an exercise price of \$0.19 per Omni Common Share on or before October 28, 2021.
- (5) Exercisable for an equal number of Omni Common Shares at an exercise price of \$0.19 per Omni Common Share on or before October 28, 2021.

Unless otherwise stated, each of the below-named nominees has held the principal occupation or employment indicated for the past five years, which information, not being within the knowledge of the Company, has been furnished by the respective proposed director themselves.

**Anthony Srdanovic** (Chief Executive Officer, Chairman and Director) - Mr. Srdanovic has more than 15 years' experience in corporate finance, raising capital, creating market awareness and corporate communications. He has served as a Manager of Investor Relations for several TSX Venture Exchange, Toronto Stock Exchange and American Stock Exchange companies and prior to those roles was an Investment Advisor at Canaccord Capital. Prior to joining the Company, Mr. Srdanovic was a consultant with Phivida Holdings Inc., a cannabidiol-infused beverage company with its share listed for trading on the CSE under the ticker symbol VIDA. He earned a B.A. from Simon Fraser University.

**Alan Reynolds** (Director) - Alan Reynolds is a retiree, following an extensive 37-year career with a major Canadian financial institution, which included senior and executive roles in internal audit, large corporate and commercial lending, credit risk management, lending operations and process management. Mr. Reynolds has also been a board member of the Canadian Auditing and Assurance Standards Board (AASB). Mr. Reynolds holds an MBA from Simon Fraser University, and has the Global professional designations, Certified Internal Auditor and Certification in Risk Management Assurance. Mr. Reynolds is financially literate and familiar with the preparation and review of financial statements and accounting

principles used in reading and preparing financial statements and auditing principles used in the audit of financial statements.

**Michael Hopkinson** (Director) - Mr. Hopkinson is a U.S. licensed Chartered Professional Accountant in the state of New Hampshire with over 20 years of U.S. tax and public company experience. Having spent over 11 years of his professional career working primarily for the accounting industry's Big 4, Mr. Hopkinson's experience has been extensive in the mining, pharmaceutical and real estate business sectors. In the Cannabis sector, Mr. Hopkinson has served as Chief Financial Officer for 1933 Industries Ltd. (August, 2015 to November, 2018) and is currently the Chief Financial Officer of Weekend Unlimited Inc. (September, 2018 to present). Having served as the Chief Financial Officer of numerous public companies Mr. Hopkinson has comprehensive experience in US-Canada Cross-Border tax and repatriation planning, financial statement reporting (quarterly & annual) and capital financing activities.

**Peter Clausi** (Director) - Mr. Clausi, B.A., J.D., is an experienced lawyer, investment banker, shareholder rights activist and public company executive. He is currently the Chief Executive Officer of GTA Financecorp Inc. (formerly, GTA Resources and Mining Inc.), Chief Executive Officer of CBLT Inc. (cobalt, gold and copper across Canada), an independent director and audit committee member of Camrova Resources Inc. (minority interest in producing copper and cobalt mine in Mexico) and an independent director of Searchlight Resources Inc. (polymetallic properties mostly in Saskatchewan and Ontario). Mr. Clausi has also been a guest lecturer at three Ontario MBA programs, and was an instructor at the Law Society of Upper Canada's bar admission course for over 10 years.

#### Corporate Cease Trade Orders or Bankruptcies

Except as disclosed below, no proposed director of the Company is, as of the date of this Information Circular or was within ten years before the date thereof, a director, Chief Executive Officer or Chief Financial Officer of any company (including the Company) that:

- (a) was subject to a cease trade order, an order similar to a cease trade order or 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, that was issued while the director or Chief Executive Officer or Chief Financial Officer was acting in the capacity as director, Chief Executive Officer or Chief Financial Officer; or
- (b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued after the director or executive officer ceased to be a director, Chief Executive Officer or Chief Financial Officer and which resulted from an event that occurred while that person was acting in the capacity as director, Chief Executive Officer or Chief Financial Officer.

Peter Clausi became a director and officer of Interactive Capital Partners Corporation ("ICPC") on July 3, 2014 when such corporation was already the subject of a cease trade order issued on May 8, May 9, and May 17, 2012 by the Ontario, British Columbia, and Alberta Securities Commissions, respectively, as a result of its failure to meet its timely disclosure filing obligations. The cease trade orders were revoked by the Ontario and British Columbia Securities Commissions on April 4, 2016 and by the Alberta Securities Commissions on April 6, 2016.

Mr. Clausi was an insider of CBLT Inc. when a cease trade order was imposed on such company on October 7, 2019 during a corporate reorganization and such company was late in filings its audited financial statements. The requisite audit is underway, and according to CBLT Inc.'s October 10, 2019 press release the late materials should be completed by November 29, 2019.

No proposed director of the Company:

- (a) is, as of the date of this Information Circular or was within ten years before the date hereof, a director, Chief Executive Officer or Chief Financial Officer of any company

(including the Company) 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

- (b) has, within ten years before the date as of the date of this Information 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.

#### Penalties or Sanctions

No proposed director of the Company 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 security holder in deciding whether to vote for a proposed director.

The foregoing, not being within the knowledge of the Company, has been furnished by the respective proposed directors themselves.

#### Advance Notice Provisions

In December, 2014 the Board adopted an advance notice policy (the "Advance Notice Policy"), as subsequently approved by the shareholders of the Company at the annual general meeting held on January 19, 2015. The Advance Notice Policy requires advance notice to the Company in circumstances where nominations of persons for election to the Board 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), or (ii) a shareholder proposal made pursuant to the provisions of the *Business Corporations Act* (British Columbia).

The purpose of the Advance Notice Policy 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 Policy fixes the deadline by which Shareholders must submit director nominations to the Company prior to any annual or special meeting of Shareholders for any director nominee to be eligible for election at such annual or special meeting of shareholders and set forth the minimum information that a Shareholder must include in the written nomination notice to the Company. A copy of the Advance Notice Policy is attached as Schedule "A" to the Information Circular dated December 15, 2014, which was prepared by the Company's management in connection with the annual general shareholder meeting that was held on January 19, 2015, and is attached as Appendix "C" to this Information Circular. The 2014 Information Circular has been electronically filed with regulators by the Company and is available for viewing under the Company's issuer profile on the SEDAR website at [www.sedar.com](http://www.sedar.com).

As of the date of this Information Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Policy.

If a Shareholder proposes to nominate an individual or individuals for election as a director of the Company at the next annual general meeting of shareholders to be held, notice to the Company must be given not less than 30 and not more than 65 days prior to the date of the annual general meeting; provided, however, that in the event an annual general meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual general meeting is

made, notice of a director nomination may be given by a Shareholder to the Company not later than the close of business on the 10th day following the date of such first public announcement.

### **Ratification and Approval of Stock Option Plan**

The Stock Option Plan is described under the heading "Executive Compensation – Stock Option Plan".

The policies of the TSXV require stock option plans which reserve for issuance up to 10% (instead of a fixed number) of a listed company's shares be approved annually by its Shareholders. That approval is being sought at the Meeting by way of an ordinary resolution.

Following approval of the Stock Option Plan by the Shareholders, any options granted pursuant to the Stock Option Plan will not require further Shareholder or TSXV approval unless the exercise price is reduced or the expiry date is extended for an option held by an insider of the Company.

Shareholders will be asked at the Meeting to consider, and, if thought fit, to approve an ordinary resolution approving and ratifying the Stock Option Plan as follows:

"BE IT RESOLVED THAT:

1. The Company's Stock Option Plan (the "Plan") be and is hereby approved, confirmed and ratified, subject to the acceptance of the Plan by the TSX Venture Exchange (the "Exchange"); and
2. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver under the corporate seal of the Company or otherwise all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Plan required by the Exchange or applicable securities regulatory authorities and to complete all transactions in connection with the implementation of the Plan."

The Stock Option Plan requires approval by a majority of the votes cast by Shareholders present in person or by proxy at the Meeting.

The Board of Directors recommends a vote "FOR" the approval of the resolution approving and ratifying the Stock Option Plan. **In the absence of instructions to the contrary, a properly executed and returned proxy will be voted "FOR" the approval of the resolution approving and ratifying the Stock Option Plan.**

### **New Omnibus Incentive Plan Resolution**

At the Meeting, the Shareholders will be asked to approve a resolution adopting a new omnibus incentive plan (the "New Incentive Plan"), conditional upon the completion of the Reverse Takeover (the "New Incentive Plan Resolution"). To be effective, the New Incentive Plan Resolution must be approved by a simple majority of the votes cast by Shareholders who vote at the Meeting, either in person or by Proxy. If the New Incentive Plan Resolution is approved by Shareholders, the New Incentive Plan will exist alongside the current Stock Option Plan upon adoption by the Board.

Shareholder approval of the New Incentive Plan is necessary for certain purposes, including for the Company to facilitate grants of incentive stock options for purposes of Section 422 of the United States Internal Revenue Code of 1986 (the "Code"), as amended. If Shareholders do not approve the New Incentive Plan Resolution, the New Incentive Plan will not go into effect. The New Incentive Plan has not been reviewed or approved by the TSXV, nor will it be reviewed or approved by the TSXV prior to the Delisting.

Shareholders will be asked at the Meeting to consider, and, if thought fit, to approve an ordinary resolution approving the New Incentive Plan as follows:

"BE IT THEREFORE RESOLVED THAT:

1. The new omnibus incentive plan (the "New Incentive Plan"), in substantially the form attached as Appendix "D" to this Information Circular, with such amendments as the board of directors of the

Company (the "Board") may authorize and approve from time to time, be, and is hereby, approved and adopted;

2. All issued and outstanding stock options previously granted by the Company shall continue to be governed by the Stock Option Plan (under which the options were granted), provided that with respect to outstanding stock options previously granted to individuals whose options are subject to U.S. federal income tax, the terms of the New Incentive Plan shall not operate to provide any additional benefit that would constitute a modification of the outstanding option for the purposes of Section 409A of the United States Internal Revenue Code of 1986, if such modification would result in adverse tax consequences;
3. At the discretion of the Company, the New Incentive Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Company;
4. Notwithstanding the approval of the New Incentive Plan by shareholders of the Company, the Board may, without any further notice or approval of the shareholders of the Company, decide not to proceed with the adoption of the New Incentive Plan;
5. The Company take all such further actions and execute and deliver all such further agreements, instruments and documents relating to, contemplated by or necessary or desirable in connection with the New Incentive Plan, in the name and on behalf of the Company, under its corporate seal or otherwise, and make all payments, which shall be incurred or are otherwise necessary, proper or advisable in connection therewith, and any prior actions taken, agreements, instruments and documents entered into, and payments made in respect of the New Incentive Plan be, and are hereby, approved, ratified and confirmed;
6. Any one director or officer of the Company (the "Authorized Officer") be, and is hereby, authorized and directed, at any time and from time to time, to do all such things and acts and to execute and deliver all such applications, documents and instruments in writing for and on behalf of the Company as may be necessary or advisable in order to give effect to and, generally, carry out the intent of these resolutions, including, without limitation, the New Incentive Plan, under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary or desirable and approved by such Authorized Officer with such changes, modifications and amendments thereto as such Authorized Officer may in such officer's discretion approve, which approval shall be conclusively evidenced by the execution of such agreements, instruments and documents, and all the documents and agreements contemplated therein and to the extent that any such agreements, instruments and documents were executed prior to the date hereof, the execution thereof by any such Authorized Officer be, and is hereby, approved, ratified and confirmed; and
7. The Authorized Officer be, and is hereby, authorized and directed to take all such further actions, execute and deliver such further applications, documents and instruments in writing and do all such other acts and things as in such officer's opinion may be necessary or desirable in the name and on behalf of the Company, under its corporate seal or otherwise, to give effect to the foregoing resolutions and the transactions contemplated thereby and hereby, and generally, the adoption of the New Incentive Plan, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further applications, documents and instruments and the doing of such other acts and things."

The New Incentive Plan Resolution requires approval by a majority of the votes cast by Shareholders present in person or by proxy at the Meeting.

The Board of Directors recommends a vote "FOR" the approval of the New Incentive Plan Resolution. **In the absence of instructions to the contrary, a properly executed and returned proxy will be voted "FOR" the approval of the New Incentive Plan Resolution.**

**In the event that the Reverse Takeover does not proceed, the Board may, in its sole discretion, decide not to act on the New Incentive Plan Resolution.**

### **Summary of New Incentive Plan**

The principal features of the New Incentive Plan are summarized below. All capitalized terms used, but not otherwise defined, shall have the meanings provided for them in the New Incentive Plan, a copy of which is attached to this Information Circular as Appendix "D".

#### ***Purpose***

The purpose of the New Incentive Plan is to promote the interests of the Company and the Shareholders by aiding the Company in attracting and retaining Employees, officers, Consultants, Advisors and Non-Employee Directors capable of assuring the future success of the Company. The Plan offers such persons incentives to put forth maximum efforts for the success of the Company's business and to compensate such persons through various stock and cash-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Shareholders.

#### ***Administration***

The New Incentive Plan shall be administered by the Compensation Committee of the Board or such other committee designated by the Board to administer the New Incentive Plan (the "Committee"). If the Board does not designate the Committee, references herein to the "Committee" shall refer to the Board.

The Committee may delegate to one or more officers or Directors of the Company, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion, the authority to grant Awards; *provided, however*, that the Committee shall not delegate such authority in such a manner as would cause the New Incentive Plan not to comply with applicable exchange rules or applicable corporate law.

#### ***Shares Available for Awards***

Subject to adjustments as detailed in Section 4(c) of the New Incentive Plan, the aggregate number of Shares that may be issued under all Awards (as described in further detail below) under the New Incentive Plan shall be 10% of the number of Shares outstanding, and for clarity, including the number of Shares issuable on conversion of the Proportionate Voting Shares and Subordinate Voting Shares. The aggregate number of Shares that may be issued under all Awards under the New Incentive Plan shall be reduced by Shares subject to Awards issued under the New Incentive Plan in accordance with the Share counting rules detailed in Section 4(b) of the New Incentive Plan.

#### ***Eligibility***

Any Employee, officer, Non-Employee Director, Consultant or Advisor providing services to the Company or any Affiliate, or any such person to whom an offer of employment or engagement with the Company or any Affiliate is extended (the "Eligible Persons") shall be eligible to be designated as a Participant. In determining which Eligible Persons shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company and/or such other factors as the Committee, in its discretion, shall deem relevant.

Notwithstanding the foregoing, Incentive Stock Option (as described in further detail below) may only be granted to full-time or part-time employees (which term, as used herein, includes, without limitation, officers and Directors who are also employees). Incentive Stock Options shall also not be granted to an employee of an Affiliate unless such Affiliate is also a "subsidiary corporation" of the Company within the meaning of Section 424(f) of the Code or any successor provision.

## ***Awards***

### ***Options***

The New Incentive Plan gives the Committee the authority to grant Options to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the New Incentive Plan, as the Committee shall determine:

1. Exercise Price. The purchase price per Share purchasable under an Option shall be determined by the Committee and shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option; provided, however, that the Committee may designate a purchase price below Fair Market Value on the date of grant if the Option is granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Company or an Affiliate.
2. Option Term. The term of each Option shall be fixed by the Committee at the date of grant but shall not be longer than ten (10) years from the date of grant. Notwithstanding the foregoing, in the event that the expiry date of an Option held by a non-U.S. Award Holder falls within a trading blackout period imposed by the Company (a "Blackout Period"), and neither the Company nor the individual in possession of the Options is subject to a cease trade order in respect of the Company's securities, then the expiry date of such Option shall be automatically extended to the 10th business day following the end of the Blackout Period.
3. Time and Method of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part and the method or methods by which, and the form or forms, including, but not limited to, cash, Shares (actually or by attestation), other securities, other Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable exercise price, in which payment of the exercise price with respect thereto may be made or deemed to have been made.
4. Incentive Stock Options. Notwithstanding anything in the New Incentive Plan to the contrary, the following additional provisions shall apply to the grant of stock options which are intended to qualify as Incentive Stock Options:
  - (a) The Committee will not grant Incentive Stock Options in which the aggregate Fair Market Value (determined as of the time the Option is granted) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year (under the New Incentive Plan and all other plans of the Company and its Affiliates) exceeds \$100,000.
  - (b) Subject to any adjustments pursuant to Section 4(c) and the overall New Incentive Plan limitation under Section 4(a), the maximum number of Shares that may be issued pursuant to Incentive Stock Options shall not exceed 7,000,000 Shares.
  - (c) All Incentive Stock Options must be granted within ten (10) years from the earlier of the date on which the New Incentive Plan was adopted by the Board or the date the New Incentive Plan was approved by the shareholders of the Company.
  - (d) Unless sooner exercised, all Incentive Stock Options shall expire and no longer be exercisable no later than ten (10) years after the date of grant; provided, however, that in the case of a grant of an Incentive Stock Option to a Participant who, at the time such Option is granted, owns (within the meaning of Section 422 of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its Affiliates, such Incentive Stock Option shall expire and no longer be exercisable no later than five (5) years from the date of grant.
  - (e) The purchase price per Share for an Incentive Stock Option shall be not less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option; provided, however, that, in the case of the grant of an Incentive Stock Option to a

Participant who, at the time such Option is granted, owns (within the meaning of Section 422 of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its Affiliates, the purchase price per Share purchasable under an Incentive Stock Option shall be not less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.

- (f) Any Incentive Stock Option authorized under the New Incentive Plan shall contain such other provisions as the Committee shall deem advisable, but shall in all events be consistent with and contain all provisions required in order to qualify the Option as an Incentive Stock Option.
- (g) An Incentive Stock Option may not be transferred, assigned, pledged, hypothecated or otherwise disposed of except by will or by the laws of descent and distribution, and an Incentive Stock Option may be exercised during the lifetime of the Participant who is awarded an Incentive Stock Option only by such Participant.

#### *Stock Appreciation Rights*

The New Incentive Plan gives the Committee the authority to grant Stock Appreciation Rights to Eligible Persons subject to the terms of the New Incentive Plan and any applicable Award Agreement.

A Stock Appreciation Right granted under the New Incentive Plan shall confer on the holder thereof a right to receive upon exercise thereof the excess of (i) the Fair Market Value of one Share on the date of exercise over (ii) the grant price of the Stock Appreciation Right as specified by the Committee, which price shall not be less than 100% of the Fair Market Value of one Share on the date of grant of the Stock Appreciation Right; provided, however, that, subject to applicable law and stock exchange rules, the Committee may designate a grant price below Fair Market Value on the date of grant if the Stock Appreciation Right is granted in substitution for a stock appreciation right previously granted by an entity that is acquired by or merged with the Company or an Affiliate.

Subject to the terms of the New Incentive Plan and any applicable Award Agreement, the grant price, term, methods of exercise, dates of exercise, methods of settlement and any other terms and conditions of any Stock Appreciation Right shall be as determined by the Committee (except that the term of each Stock Appreciation Right shall be subject to the same limitations applicable to Options as described above). The Committee may impose such conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate.

#### *Restricted Stock and Restricted Stock Units*

The New Incentive Plan gives the Committee the authority to grant an Award of Restricted Stock and Restricted Stock Units to Eligible Persons. The Committee may impose such restrictions as it sees fit including, but not limited to, the ability to limit the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property with respect thereto. The rights or restrictions may lapse separately or in combination at any such time or times as the Committee sees fit.

Any Restricted Stock granted under the New Incentive Plan will be issued at the time such Award is granted and may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates. These will be held by the Company or held in nominee name by the stock transfer agent or brokerage service selected by the Company. The aforementioned certificates will be registered in the name of the Participant and bear an appropriate legend referring to the restrictions applicable to such Restricted Stock. Shares representing Restricted Stock that are no longer subject to restrictions shall be delivered to the Participant promptly after the applicable restrictions lapse or are waived. In the case of Restricted Stock Units, no Shares shall be issued at the time such Awards are granted. Upon the lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units evidencing the right to receive Shares, such Shares shall be issued and delivered to the holder of the Restricted Stock Units.

Further, except as otherwise determined by the Committee or as provided for in an Award Agreement,

upon a Participant's termination of employment or service or resignation or removal as a Director during the applicable restriction period, all Shares of Restricted Stock and all Restricted Stock Units held by such Participant at such time shall be forfeited and reacquired by the Company for cancellation, provided that the Committee may waive, in whole or in part, any remaining restrictions.

#### *Performance Awards*

The New Incentive Plan gives the Committee the authority to grant a Performance Award to Eligible Persons. These Awards may be payable in cash, Shares, securities, other Awards, or other property, and will give the holder thereof the right to receive these payments upon the achievement of one or more performance goals that the Committee will establish.

#### *Dividend Equivalents*

The New Incentive Plan gives the Committee the authority to grant Dividend Equivalents to Eligible Persons whereby such Eligible Persons will be entitled to receive payments of Dividends (in cash, Shares, other securities, other Awards or other property as determined by the Committee) equivalent to the amount of cash dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Committee. These Dividend Equivalents may have such terms and conditions as the Committee shall determine. Notwithstanding the foregoing: (i) the Committee may not grant Dividend Equivalents to Eligible Persons in connection with grants of Options, Stock Appreciation Rights or other Awards the value of which is based solely on an increase in the value of the Shares after the date of grant of such Award; and (ii) dividend and Dividend Equivalent amounts may be accrued but shall not be paid unless and until the date on which all conditions or restrictions relating to such Award have been satisfied, waived or lapsed.

#### *Other Stock-Based Awards*

The New Incentive Plan gives the Committee the authority to grant to Eligible Persons such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as are deemed by the Committee to be consistent with the purpose of the New Incentive Plan. The Committee will determine the terms and conditions of such Awards, but none will contain a purchase right or an option-like exercise feature.

#### *General Terms*

Awards may be granted for no cash consideration, or for any cash consideration as determined by the Committee. No Award and no right under any Award, unless otherwise provided by the Committee in its discretion, will be eligible to be transferable by a Participant other than by will or by laws of descent and distribution. If the Committee does permit a transfer of an Award other than a fully vested and unrestricted Share, this permitted transfer will be for no value and in accordance with other applicable securities rules.

All Shares or other securities delivered under the New Incentive Plan pursuant to any Award will be subject to restrictions as the Committee may see fit and applicable federal or state securities laws and regulatory requirements. The Committee may cause appropriate entries to be made with respect to, or legends to be placed on the certificates for such Shares or other securities with such restrictions. The Company is not required to deliver any Shares or other securities covered by an award unless the requirements of federal or state securities or other laws, or any rules or regulations determined by the Company are satisfied.

The Committee may not, without prior approval of the Company's shareholders and applicable stock exchange approval, seek to effect any repricing of any previously granted "underwater" Option or Stock Appreciation Right by (i) amending the terms to lower the exercise price, or (ii) canceling, replacing, repurchasing or exchanging any Option or Stock Appreciation Right. An Option or Stock Appreciation Right will be deemed to be "underwater" at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

### ***Corporate Transactions***

In the event of any reorganization, merger, consolidation, split-up, spin-off, combination, plan of arrangement, take-over bid or tender offer, repurchase or exchange of Shares or other securities of the Company or any other similar corporate transaction or event involving the Company (or if the Company enters into a written agreement to undergo such a transaction or event), the Committee or the Board may, in its sole discretion, provide for any of the following to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, *provided that* the consummation of the event subsequently occurs), and no action taken in accordance with Section 7(b) of the New Incentive Plan shall be deemed to impair or otherwise adversely alter the rights of any holder of an Award or beneficiary thereof:

1. either (A) termination of the Award, whether or not vested, in exchange for an amount of cash and/or other property, if any, equal to the amount that would have been attained upon the exercise of the vested portion of the Award or realization of the Participant's vested rights (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction or event described in Section 7(b)(i)(A) of the New Incentive Plan, the Committee or the Board determines in good faith that no amount would have been attained upon the exercise of the Award or realization of the Participant's rights, then the Award may be terminated by the Company without any payment) or (B) the replacement of the Award with other rights or property selected by the Committee or the Board, in its sole discretion;
2. that the Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;
3. that, subject to Section 6(g)(vi) of the New Incentive Plan, the Award shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the applicable Award Agreement; or
4. that the Award cannot vest, be exercised or become payable after a certain date in the future, which may be the effective date of the event.

### ***Amendment and Termination; Corrections***

The Board may amend, alter, or terminate the New Incentive Plan and the Committee may amend the terms of any previously granted Award, provided that no amendment to the terms of any previously granted Award may materially and adversely alter or impair the terms or conditions of the award without the written consent of the Participant. The Board may amend suspend, terminate or discontinue the New Incentive Plan, and the Committee may amend or alter a previously granted award without gaining prior approval of the shareholders in order to: (i) amend the eligibility, limitation, or conditions imposed upon participation in the New Incentive Plan; (ii) amend any terms relating to the grant or exercise of Awards; (iii) make changes that are necessary or desirable to comply with applicable laws, rules, regulations and policies of any applicable governmental entity or stock exchange, which would not impair or otherwise adversely alter the rights of any holder of an Award; or (iv) amend any terms relating to the administration of the New Incentive Plan.

The Committee may, without prior approval of the Shareholders, correct any defect, supply any omission or reconcile any inconsistency in the New Incentive Plan or in any Award or Award Agreement in the manner and to the extent it shall deem desirable to implement or maintain the effectiveness of the New Incentive Plan.

### ***Income Tax Withholding***

In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or

foreign payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant, are withheld or collected from such Participant.

### ***Clawback or Recoupment***

Any Awards under the New Incentive Plan shall be subject to recovery or other penalties pursuant to: (i) any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

### **Delisting Resolution**

At the Meeting, the Shareholders will be asked to approve the Delisting Resolution (as defined below) which proposes to voluntarily delist the Omni Common Shares from the TSXV and relist the Subordinate Voting Shares of the Company on the CSE on the completion of the Reverse Takeover. In order to complete the Relisting, the Company must satisfy the listing requirements of the CSE and there can be no assurance that the Company's application to the CSE for the Relisting will be completed in a timely manner or at all, and if completed, there can be no assurance that such application will be approved by the CSE in a timely manner or at all. The implementation of the Delisting is conditional upon the Company obtaining any necessary regulatory consents, including acceptance by the TSXV. To be effective, the Delisting Resolution must be approved by a simple majority of the votes cast by Shareholders who vote at the Meeting, either in person or by Proxy, on a "majority of the minority basis".

Shareholders will be asked to pass the following ordinary resolutions (the "Delisting Resolution"):

"BE IT THEREFORE RESOLVED THAT:

1. The application to de-list from the TSX Venture Exchange (the "Delisting") be, and is hereby, authorized and approved;
2. Notwithstanding the approval of the Delisting by the Shareholders, the board of directors of the Company may, without any further notice or approval of the shareholders, decide not to proceed with the Delisting;
3. The Company take all such further actions and execute and deliver all such further agreements, instruments and documents relating to, contemplated by or necessary or desirable in connection with the Delisting, in the name and on behalf of the Company, under its corporate seal or otherwise, and make all payments, which shall be incurred or are otherwise necessary, proper or advisable in connection therewith, and any prior actions taken, agreements, instruments and documents entered into, and payments made in respect of the Delisting be, and are hereby, approved, ratified and confirmed;
4. Any one director or officer of the Company (the "Authorized Officer") be, and is hereby, authorized and directed, at any time and from time to time, to do all such things and acts and to execute and deliver all such applications, documents and instruments in writing for and on behalf of the Company as may be necessary or advisable in order to give effect to and, generally, carry out the intent of these resolutions, including, without limitation, the Delisting application, under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary or desirable and approved by such Authorized Officer with such changes, modifications and amendments thereto as such Authorized Officer may in such officer's discretion approve, which approval shall be conclusively evidenced by the execution of such agreements, instruments and documents, and all the documents and agreements contemplated therein and to the extent that any such agreements, instruments and documents were executed prior to the date hereof, the execution thereof by any such Authorized Officer be, and is hereby, approved, ratified and confirmed; and
5. The Authorized Officer be, and is hereby, authorized and directed to take all such further actions, execute and deliver such further applications, documents and instruments in writing and do all such other acts and things as in such officer's opinion may be necessary or desirable in the name and on behalf of the Company, under its corporate seal or otherwise, to give effect to the

foregoing resolutions and the transactions contemplated thereby and hereby, and generally, the Delisting, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further applications, documents and instruments and the doing of such other acts and things."

To be approved, the Delisting Resolution requires the affirmative vote of (i) at least a majority of the votes cast on the Delisting Resolution at the Meeting, whether in person or by proxy; and (ii) "majority of the minority shareholder approval" obtained in accordance with the requirements of the TSXV, being at least a majority of the votes cast on the Delisting Resolution at the Meeting excluding votes attaching to Omni Common Shares held by Promoters, directors, officers and other Insiders of the Company and their Associates and Affiliates (all as defined in TSXV Policy 1.1 *Interpretation*).

It is a condition precedent to the completion of the Reverse Takeover that the Shareholders approve the Delisting Resolution. If the Delisting Resolution does not receive the requisite approval, the Reverse Takeover will not proceed, unless such condition precedent is waived by Dreamfields.

The Board of Directors recommends a vote "FOR" the approval of the Delisting Resolution. **In the absence of instructions to the contrary, a properly executed and returned proxy will be voted "FOR" the approval of the Delisting Resolution.**

**In the event that the Reverse Takeover does not proceed, the Board may, in its sole discretion, decide not to act on the Delisting Resolution.**

#### **Share Structure Amendment Resolution**

At the Meeting, the Shareholders will be asked to approve the Share Structure Amendment Resolution (as defined below) which proposes an amendment to the notice of articles and articles of the Company, to amend the rights and restrictions of the existing class of Omni Common Shares and re-designate such class as Class A subordinate voting shares (the "Subordinate Voting Shares"), and to create a new class of shares designated as Class B proportionate voting shares (the "Proportionate Voting Shares"). The terms of the Subordinate Voting Shares and Proportionate Voting Shares are set out in Appendices "E" and "F", respectively, to this Information Circular.

The Proportionate Voting Shares are being proposed in order to minimize the proportion of the outstanding voting securities of the resulting issuer that are held by "U.S. persons" for purposes of determining whether the resulting issuer will be a "foreign private issuer" under United States securities laws.

To be effective, the Share Structure Amendment Resolution requires the affirmative vote of not less than two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting. In addition, the Share Structure Amendment Resolution will be used to approve a "restricted security reorganization" pursuant to National Instrument 41-101 *General Prospectus Requirements* (the "Restricted Share Rules"). The Restricted Share Rules require that a restricted security reorganization receive prior majority approval of the securityholders of the Company in accordance with applicable law, excluding any votes attaching to securities held, directly or indirectly, by affiliates of the Company or control persons of the Company. **To the knowledge of management of the Company, no Shareholder is an affiliate or control person of the Company, and therefore no Omni Common Shares will be excluded from voting on the Share Structure Amendment Resolution under the Restricted Share Rules.**

Shareholders will be asked to pass the following special resolutions (the "Share Structure Amendment Resolution"):

"WHEREAS:

- A. The Company wishes to alter its share capital structure as set out in its articles (the "Articles") as follows:
  - 1. to re-designate the common shares without par value in the capital of the Company

(the "Common Shares") and to amend, *inter alia*, the special rights and restrictions attached to the Common Shares such that:

- (i) the Common Shares will be re-designated as "Class A subordinate voting shares" (the "Subordinate Voting Shares"); and
  - (ii) the Subordinate Voting Shares will have the special rights and restrictions set out in Appendix "E" to this Information Circular;
2. to create a class of Class B proportionate voting shares (the "Proportionate Voting Shares") with the special rights and restrictions set out in Appendix "F" to this Information Circular;
- (the "Share Structure Amendment"), and

- B. The Company has the power and capacity to effect the Share Structure Amendment and it is in the best interests of the Company to do so.

BE IT THEREFORE RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The Share Structure Amendment be, and is hereby, authorized and approved.
2. The Articles be amended by:
  - (a) re-designating the Common Shares to Subordinate Voting Shares;
  - (b) creating a new class of Proportionate Voting Shares, which when issued will result in the existing class of Common Shares being considered restricted securities;
  - (c) creating new Part 27, being the special rights and restrictions of the Subordinate Voting Shares, having the text substantially set out in Appendix "E" to this Information Circular; and
  - (d) creating new Part 28, being the special rights and restrictions of the Proportionate Voting Shares, having the text substantially set out in Appendix "F" to this Information Circular;
3. The notice of articles of the Company (the "Notice of Articles") be altered to reflect the alterations authorized by paragraphs 1 and 2 of these special resolutions;
4. The Share Structure Amendment not to take effect until the Notice of Articles is altered to reflect the Share Structure Amendment;
5. Notwithstanding the approval of this special resolution by the Shareholders, the board of directors of the Company may, without any further notice or approval of the shareholders, decide not to proceed with the Share Structure Amendment;
6. The Company take all such further actions and execute and deliver all such further agreements, instruments and documents relating to, contemplated by or necessary or desirable in connection with the Share Structure Amendment, in the name and on behalf of the Company, under its corporate seal or otherwise, and make all payments, which shall be incurred or are otherwise necessary, proper or advisable in connection therewith, and any prior actions taken, agreements, instruments and documents entered into, and payments made in respect of the Share Structure Amendment be, and are hereby, approved, ratified and confirmed;
7. Any one director or officer of the Company (the "Authorized Officer") be, and is hereby, authorized and directed, at any time and from time to time, to do all such things and acts and to execute and deliver all such applications, documents and instruments in writing for and on behalf of the Company as may be necessary or advisable in order to give effect to and, generally, carry out the intent of these resolutions including, without limitation, to file a Form 11 – *Notice of Alteration* with the British Columbia Registrar of Companies, under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary or desirable and approved by such Authorized Officer with such changes, modifications and amendments thereto

as such Authorized Officer may in such officer's discretion approve, which approval shall be conclusively evidenced by the execution of such agreements, instruments and documents, and all the documents and agreements contemplated therein and to the extent that any such agreements, instruments and documents were executed prior to the date hereof, the execution thereof by any such Authorized Officer be, and is hereby, approved, ratified and confirmed; and

8. The Authorized Officer be, and is hereby, authorized and directed to take all such further actions, execute and deliver such further applications, documents and instruments in writing and do all such other acts and things as in such officer's opinion may be necessary or desirable in the name and on behalf of the Company, under its corporate seal or otherwise, to give effect to the foregoing resolutions and the transactions contemplated thereby and hereby, and generally, the Share Structure Amendment and the amendment of the Articles to reflect the Share Structure Amendment, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further applications, documents and instruments and the doing of such other acts and things."

It is a condition precedent to the completion of the Reverse Takeover that the Shareholders approve the Share Structure Amendment Resolution. If the Share Structure Amendment Resolution does not receive the requisite approval, the Reverse Takeover will not proceed, unless such condition precedent is waived by Dreamfields.

The Board of Directors recommends a vote "FOR" the approval of the Share Structure Amendment Resolution. **In the absence of instructions to the contrary, a properly executed and returned proxy will be voted "FOR" the approval of the Share Structure Amendment Resolution.** The Board of Directors has unanimously determined that the Share Structure Amendment is in the best interests of the Company and recommends that Shareholders vote in favour of the Share Structure Amendment Resolution. Each director and senior officer of the Company intends to vote all of such individual's Omni Common Shares in favour of the Share Structure Amendment Resolution and against any resolution submitted by any Shareholder that is inconsistent with the Share Structure Amendment.

**In the event that the Reverse Takeover does not proceed, the Board may, in its sole discretion, decide not to act on the Share Structure Amendment Resolution.**

### **Summary of the Share Terms**

The following is a summary of the rights, privileges, restrictions and conditions attaching to the Subordinate Voting Shares and the Proportionate Voting Shares and is qualified in its entirety by reference to the full text of such rights, privileges, restrictions and conditions which are attached to this Information Circular as Appendices "E" and "F". Terms capitalized but not defined shall have the meaning set out in Appendices "E" and "F", respectively.

### ***Conversion Rights***

Issued and outstanding Proportionate Voting Shares, subject to certain conversion limitations set out below, shall be convertible at the option of the holder into such number of Subordinate Voting Shares as is determined by multiplying the number of Proportionate Voting Shares in respect of which the Share Conversion Right is exercised by 6.5952, or such number as agreed to by the Parties.

### ***Conversion Conditions***

The right of the Proportionate Voting Shares to convert into Subordinate Voting Shares is subject to certain conditions in order to maintain the Company's status as a "foreign private issuer" under U.S. securities laws. Unless otherwise waived by the Company, the right of holders to convert the Proportionate Voting Shares is subject to the condition that the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares (calculated on the basis that each Subordinate Voting Share and each Proportionate Voting Share is counted once, without regard to the number of votes carried by such shares) held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the United States Securities Exchange Act of 1934, as

amended, the "Exchange Act") may not exceed forty percent (40%) of the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares issued and outstanding after giving effect to such conversions (calculated on the same basis) (the "FPI Restriction").

### ***Voting Rights***

All Shareholders will be entitled to receive notice of any meeting of Shareholders, and to attend and vote at such meetings, except those meetings at which only holders of a specific class of shares are entitled to vote separately as a class under the *Business Corporations Act* (British Columbia).

On all matters upon which holders of shares are entitled to vote:

- each Subordinate Voting Share holder is entitled to one vote per Subordinate Voting Share; and
- each Proportionate Voting Share holder is entitled to 6.5952 votes per Proportionate Voting Share, or such number as agreed to by the Parties.

No fractional Subordinate Voting Shares shall be issued upon the conversion of any Proportionate Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded up to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Proportionate Voting Shares the holder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

In the event that the Reverse Takeover is completed, all Shareholders prior to the Reverse Takeover will become holders of Subordinate Voting Shares.

### ***Dividend Rights***

The holders of Subordinate Voting Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared thereon by the directors from time to time. The directors of the Company may declare no dividend payable in cash or property on the Subordinate Voting Shares unless the directors simultaneously declare a dividend payable in cash or property on the Proportionate Voting Shares, in an amount per Proportionate Voting Share equal to the amount of the dividend declared per Subordinate Voting Share, multiplied by 6.5952, or such number as agreed to by the Parties.

The directors of the Company may declare a stock dividend payable in Subordinate Voting Shares on the Subordinate Voting Shares, but only if the directors simultaneously declare a stock dividend payable in:

1. Proportionate Voting Shares on the Proportionate Voting Shares, in a number of shares per Proportionate Voting Share equal to the amount of the dividend declared per Subordinate Voting Share; or
2. Subordinate Voting Shares on the Proportionate Voting Shares, in a number of shares per Proportionate Voting Share equal to the amount of the dividend declared per Subordinate Voting Share, multiplied by 6.5952, or such number as agreed to by the Parties.

The holders of Proportionate Voting Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared by the directors of the Company from time to time. The directors may declare no dividend payable in cash or property on the Proportionate Voting Shares unless the directors simultaneously declare a dividend payable in cash or property on the Subordinate Voting Shares, in an amount equal to the amount of the dividend declared per Proportionate Voting Share divided by 6.5952, or such number as agreed to by the Parties.

The directors of the Company may declare a stock dividend payable in Proportionate Voting Shares on the Proportionate Shares, but only if the directors simultaneously declare a stock dividend payable in Proportionate Voting Shares on the Subordinate Voting Shares, in a number of shares per Subordinate Voting Share equal to the amount of the dividend declared per Proportionate Voting Share divided by 6.5952, or such number as agreed to by the Parties. The directors of the Company may declare a stock

dividend payable in Subordinate Voting Shares on the Proportionate Voting Shares, but only if the directors simultaneously declare a stock dividend payable in Subordinate Voting Shares on the Subordinate Voting Shares, in a number of shares per Subordinate Voting Share equal to the amount of the dividend declared per Proportionate Voting Share divided by 6.5952, or such number as agreed to by the Parties.

***Liquidation Rights***

In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company to Shareholders for the purposes of winding up its affairs, the holders of the Subordinate Voting Shares shall be entitled to participate *pari passu* with the holders of Proportionate Voting Shares, with the amount of such distribution per Subordinate Voting Share equal to the amount of such distribution per Proportionate Voting Share divided by 6.5952, or such number as agreed to by the Parties.

***Rights to Subscribe; Pre-Emptive Rights***

The holders of Subordinate Voting Shares and Proportionate Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares or Proportionate Voting Shares, as applicable, or bonds, debentures or other securities of the Company now or in the future.

***Subdivision or Consolidation***

The Subordinate Voting Shares and Proportionate Voting Shares shall not be consolidated or subdivided unless the other class of shares of the Company, being the Proportionate Voting Shares or Subordinate Voting Shares, as applicable, are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

***Alteration to Rights***

So long as any Subordinate Voting Shares or Proportionate Voting Shares, as applicable, remain outstanding, the Company will not, without the consent of the holders of the applicable class of shares, expressed by separate special resolution, alter or amend the articles of the Company if the result of such alteration or amendment would:

1. prejudice or interfere with any right or special right attached to the Subordinate Voting Shares or Proportionate Voting Shares, as applicable; or
2. affect the rights or special rights of the holders of Subordinate Voting Shares or Proportionate Voting Shares on a per share basis as provided for in the articles of the Company.

Furthermore, the Company may take no action which would authorize or create shares of any class or series having preferences superior to or on a parity with the Proportionate Voting Shares without the consent of the holders of a majority of the Proportionate Voting Shares expressed by separate ordinary resolution.

***Conversion of Shares Upon an Offer***

In the event that an offer is made to purchase Proportionate Voting Shares, and such offer is:

1. required, pursuant to applicable securities legislation or the rules of any stock exchange on which: (i) the Proportionate Voting Shares; or (ii) the Subordinate Voting Shares which may be obtained upon conversion of the Proportionate Voting Shares; may then be listed, to be made to all or substantially all of the holders of Proportionate Voting Shares in a province or territory of Canada to which the requirement applies (such offer to purchase, an "Offer"); and
2. not made to the holders of Subordinate Voting Shares for consideration per Subordinate Voting Share equal to 0.1516, or such number as agreed to by the Parties, of the consideration offered per Proportionate Voting Share;

each Subordinate Voting Share shall become convertible at the option of the holder into Proportionate Voting Shares on the basis of 6.5952 Subordinate Voting Shares, or such number as agreed to by the Parties, for one (1) Proportionate Voting Share, at any time while the Offer is in effect until one day after the time prescribed by applicable securities legislation or stock exchange rules for the offeror to take up and pay for such shares as are to be acquired pursuant to the Offer (the "Subordinate Voting Share Conversion Right").

The Subordinate Voting Share Conversion Right may only be exercised for the purpose of depositing the Proportionate Voting Shares acquired upon conversion under such Offer, and for no other reason. If Proportionate Voting Shares issued upon such conversion and deposited under such Offer are withdrawn by such holder, or such Offer is abandoned, withdrawn or terminated by the offeror, or such Offer expires without the offeror taking up and paying for such Proportionate Voting Shares, such Proportionate Voting Shares issued shall automatically, without further action on the part of the holder thereof, be reconverted into Subordinate Voting Shares on the basis of one (1) Proportionate Voting Share for 6.5952 Subordinate Voting Shares, or such number as agreed to by the Parties.

***Issuance of Additional Proportionate Voting Shares***

The Proportionate Voting Shares converted shall be retired and cancelled and may not be reissued as shares of such series or any other class or series, and the Company may thereafter take such appropriate action (without the need for Shareholder action) as may be necessary to reduce the authorized number of Proportionate Voting Shares accordingly.

**OTHER MATTERS**

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed Proxy to vote the shares represented thereby in accordance with their best judgement on such matter, exercising discretionary authority with respect to amendments or variations of matters set forth in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment of the Meeting.

**ADDITIONAL INFORMATION**

Additional information regarding the Company and its business activities is available on SEDAR at [www.sedar.com](http://www.sedar.com) under "Issuer Profiles – Omni Commerce Corp.". The Company's consolidated financial information is provided in the Company's comparative financial statements and related management's discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR website at the location noted above. Shareholders of the Company may request copies of the Company's financial statements and related management's discussion and analysis for the financial years ended April 30, 2016, 2017, 2018 and 2019 by contacting the Company by mail at Suite 1470 - 1188 West Georgia Street, Vancouver, British Columbia, Canada, V6E 4E6, Attention: Chief Executive Officer or by telephone: 604-484-7855.

DATED this 28th day of October, 2019.

ON BEHALF OF THE BOARD OF DIRECTORS

*/s/ Anthony Srdanovic*

Anthony Srdanovic  
Chief Executive Officer, Chairman and Director

**APPENDIX "A"**

**CODE OF BUSINESS CONDUCT AND ETHICS**

See attached.

# **OMNI COMMERCE CORP.**

## **Code of Business Conduct and Ethics**

### **I. Introduction**

We require high standards of professional and ethical conduct from our employees. Our reputation with our shareholders and prospective investors for honesty and integrity is key to the success of our business. No employee will be permitted to achieve results through violations of laws or regulations, or through unscrupulous dealings.

We intend that the Company's business practices will be compatible with the economic and social priorities of each location in which we operate. Although customs vary by country and standards of ethics may vary in different business environments, honesty and integrity must always characterize our business activity. If a law conflicts with a policy in this Code, you must comply with the law; however, if a local custom or policy conflicts with this Code, you must comply with the Code. If you have any questions about these conflicts, you should ask your supervisor how to handle the situation.

This Code reflects our commitment to a culture of honesty, integrity and accountability and outlines the basic principles and policies with which all employees are expected to comply. Please read this Code carefully.

In addition to following this Code in all aspects of your business activities, you are expected to seek guidance in any case where there is a question about compliance with both the letter and the spirit of our policies and applicable laws. This Code covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees of the Company. This Code does not supersede the specific policies and procedures that are covered in the Company's operating manuals or in separate specific policy statements. References in this Code to the "Company" means the Company or any of its subsidiaries. Reference to "employees" includes officers and independent accounting contractors.

Those who violate the standards set forth in this Code will be subject to disciplinary action up to and including dismissal. If you are in a situation that you believe may violate or lead to a violation of this Code, follow the guidelines described in Section XVII below.

Your cooperation is necessary to the continued success of our business and the cultivation and maintenance of our reputation as a good corporate citizen.

### **II. Compliance With Laws, Rules and Regulations**

Compliance with the letter and spirit of all laws, rules and regulations applicable to our business is critical to our reputation and continued success. All employees must respect and obey the laws of the cities, provinces, states and countries in which we operate and avoid even the appearance of impropriety. Not all employees are expected to know the details of these laws, but it is important to know enough to determine when to seek advice from supervisors, managers or other appropriate personnel. The Company holds information and training sessions to promote compliance with laws, rules and regulations, including insider trading laws.

### III. Conflicts of Interest

A conflict of interest occurs when an individual's private interest interferes, or appears to interfere, in any way with the interests of the Company. A conflict situation can arise when an employee or director takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest also arise when an employee or director, or a member of his or her family, receives improper personal benefits as a result of his or her position in the Company. Loans to, or guarantees of obligations of, such persons are likely to pose conflicts of interest, as are transactions of any kind between the Company and any other organization in which you or any member of your family have an interest.

It is a conflict of interest for an employee to work simultaneously for a competitor, customer or supplier. You are not allowed to work for a competitor as a consultant or director. The best policy is to avoid any direct or indirect business connection with our customers, suppliers or competitors, except on behalf of the Company.

Activities that could give rise to conflicts of interest are prohibited unless specifically approved by the Board of Directors or the Audit Committee. It is not always easy to determine whether a conflict of interest exists, so any potential conflicts of interests should be reported immediately to senior management or the Company's general legal counsel.

Given that the Directors are engaged in a wide range of activities, each Director or officer is required to disclose to the Company any interest in a material contract or transaction or proposed material contract or transaction with the Company or the fact that such person is a director or officer of, or otherwise has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Company. Such disclosure is required to be made at the first meeting at which a proposed contract or transaction is considered. In any case, a Director who has made disclosure to the foregoing effect is not entitled to vote on any resolution to approve the contract or transaction unless the contract or transaction is one relating primarily to his remuneration as a Trustee, one for indemnity under the Declaration of Trust or one for insurance.

#### IV. Corporate Opportunities

Employees and directors are prohibited from taking for themselves personally opportunities that arise through the use of corporate property, information or position and from using corporate property, information or position for personal gain. Employees and directors are also prohibited from competing with the Company directly or indirectly. Employees and directors owe a duty to the Company to advance the legitimate interests of the Company when the opportunity to do so arises.

#### V. Confidentiality

Employees must maintain the confidentiality of information entrusted to them by the Company or that otherwise comes into their possession in the course of their employment, except when disclosure is authorized or legally mandated. Employees are required to execute a confidentiality agreement upon employment and from time to time during the course of employment. The obligation to preserve confidential information continues even after you leave the Company.

Confidential information includes all non-public information that may be of use to competitors, or harmful to the Company or its customers, if disclosed. It also includes information that suppliers and customers have entrusted to us.

#### VI. Protection and Proper Use of Company Assets

All employees should endeavour to protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. Any suspected incidents of fraud or theft should be immediately reported for investigation.

Company assets, such as equipment, funds or computers, may only be used for legitimate business purposes or other purposes approved by management. Company assets may never be used for illegal purposes.

The obligation to protect Company assets includes proprietary information. Proprietary information includes any information that is not generally known to the public or would be helpful to our competitors. Examples of proprietary information include intellectual property, such as trade secrets, patents, trademarks and copyrights, as well as business, marketing and service plans, proprietary geological concepts, engineering and manufacturing ideas, designs, contact lists, databases, records, salary information and any unpublished geological, geophysical, geochemical, financial data or reports. Unauthorized use or distribution of this information is a

violation of Company policy. It may also be illegal and may result in civil and criminal penalties. The obligation to preserve proprietary information continues even after you leave the Company.

## VII. Insider Trading

Employees who have access to confidential information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of the business of the Company. All non-public information about the Company should be considered confidential. To use non-public information for personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also illegal.

## VIII. Fair Dealing

We seek to outperform our competition fairly and honestly and to acquire, explore and develop mineral projects in a fair and honest manner. We seek competitive advantages through superior performance, never through unethical or illegal business practices. Stealing proprietary information, possessing trade secret information obtained without the owner's consent or inducing the disclosures of proprietary information or trade secrets by past or present employees of other companies is prohibited. Each employee should endeavor to deal fairly with the Company's business associates, option partners, joint ventures, suppliers, competitors and employees. No employee should take unfair advantage of anyone through illegal conduct, manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

## IX. Discrimination and Harassment

We value the diversity of our employees and are committed to providing equal opportunity in all aspects of employment. Abusive, harassing or offensive conduct is unacceptable, whether verbal, physical or visual. Examples include derogatory comments based on racial or ethnic characteristics and unwelcome sexual advances. Employees are encouraged to speak out when a co-worker's conduct makes them uncomfortable, and to report harassment when it occurs.

## X. Safety and Health

We are all responsible for maintaining a safe and healthy workplace by following safety and health rules and practices, and more specifically detailed in the Company's Safety Manual/Field Guide and Fuel Spill Contingency Plan. The Company is committed to keeping its workplaces and project areas free from hazards. Please report any accidents, injuries, unsafe equipment,

practices or conditions immediately to a supervisor or other designated person. Threats or acts of violence or physical intimidation are prohibited.

In order to protect the safety of all employees, employees must report to work in condition to perform their duties and free from the influence of any substance that could prevent them from conducting work activities safely and effectively. The use of alcohol or illegal drugs in the workplace is prohibited. Likewise, employees are prohibited from being under the influence of alcohol or illegal drugs during the course of their duties.

## XI. Record Keeping

Honest and accurate recording and reporting of information is critical to our financial reporting and our ability to make responsible business decisions. The Company's accounting records are relied upon to produce reports for the Company's management, shareholders, creditors, governmental agencies and others. Our financial statements and the books and records on which they are based must truthfully and accurately reflect all corporate transactions and conform to all legal and accounting requirements and our system of internal controls.

All employees have a responsibility to ensure that the Company's records, including accounting records, do not contain any false or intentionally misleading entries. We do not permit intentional misclassification of transactions as to accounts, departments or accounting periods. All transactions must be supported by accurate documentation in reasonable detail and recorded in the proper account and in the proper accounting period.

All Company books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect Company transactions and must conform to both applicable legal requirements and the system of internal controls of the Company. Unrecorded or "off the books" funds or assets should not be maintained unless permitted by applicable law or regulation.

Business records and communications may become public through legal or regulatory investigations or the media. Exaggeration, derogatory remarks, legal conclusions or inappropriate characterizations of people and companies must be avoided. This applies to communications of all kinds, including email and informal notes or interoffice memos. Records should be retained and destroyed in accordance with the Company's records retention policy.

## XII. Use of E-Mail and Internet Services

E-Mail systems and Internet services are provided to help us do work. Incidental and occasional personal use is permitted, but never for personal gain or any improper purpose. You may not

access, send or download any information that could be insulting or offensive to another person, such as sexually explicit material or jokes, unwelcome propositions, ethnic or racial slurs, or any other message that could be viewed as harassment. Also remember that "flooding" our systems with junk mail and trivia hampers the ability of our systems to handle legitimate Company business and is prohibited.

Employees should not download copyrighted materials, should not copy material that is not licensed to the Company and should follow the terms of a licence when using material that is licenced to the Company. No changes should be made to licensed materials without the prior consent of the Company. In addition, employees are prohibited from downloading games and screensavers as these are common sources of viruses.

Your messages (including voice mail) and computer information are considered the Company's property and you should not have any expectation of privacy. Unless prohibited by law, the Company reserves the right to access and disclose this information as necessary for business purposes. Use good judgment, and do not access, send messages or store any information that you would not want to be seen or heard by other individuals.

### XIII. Political Activities and Contributions

We respect and support the right of our employees to participate in political activities. However, these activities should not be conducted on Company time or involve the use of any Company resources such as telephones, computers or supplies. Employees will not be reimbursed for personal political contributions.

We may occasionally express our views on local and national issues that affect our operations. In such cases, Company funds and resources may be used, but only when permitted by law and by our strict guidelines. The Company may also make limited contributions to political parties or candidates in jurisdictions where it is legal and customary to do so. No employee may make or commit to political contributions on behalf of the Company without the approval of the Board of Directors.

### XIV. Gifts and Entertainment

Business gifts and entertainment are customary courtesies designed to build goodwill among business partners. These courtesies include such things as meals and beverages, tickets to sporting or cultural events, discounts not available to the general public, travel, accommodation and other merchandise or services. In some cultures they play an important role in business relationships. However, a problem may arise when such courtesies compromise –or appear to compromise – our ability to make objective and fair business decisions.

Offering or receiving any gift, gratuity or entertainment that might be perceived to unfairly influence a business relationship should be avoided. These guidelines apply at all times, and do not change during traditional gift-giving seasons. No gift or entertainment should ever be offered, given, provided or accepted by any director or employee of the Company, or by any family member of a director or employee, unless it:

- a.is not a cash gift;
- b.is consistent with customary business practices;
- c.is not excessive in value;
- d.cannot be construed as a bribe or payoff; and
- e.does not violate any applicable laws or regulations.

Please discuss with your supervisor any gifts or proposed gifts if you are uncertain whether they are appropriate.

#### XV. Waivers of This Code of Business Conduct and Ethics

Any waiver of this Code with respect to a director or officer of the Company may be made only by the Board of Directors or the Audit Committee. Any such waiver will be promptly disclosed to the extent required by applicable law or stock exchange regulation.

#### XVI. Reporting of Any Illegal or Unethical Behavior

We have a strong commitment to conduct our business in a lawful and ethical manner. Employees are encouraged to talk to supervisors, managers or other appropriate personnel when in doubt about the best course of action in a particular situation and to report violations of laws, rules, regulations or this Code. We prohibit retaliatory action against any employee who, in good faith, reports a possible violation. It is unacceptable to file a report knowing it to be false.

#### XVII.Compliance Procedures

This Code cannot, and is not intended to, address all of the situations you may encounter. There will be occasions where you are confronted by circumstances not covered by policy or procedure and where you must make a judgment as to the appropriate course of action.

Since we cannot anticipate every situation that may arise, it is important for the Company to set forth a general way to approach a new question or problem. These are the steps to keep in mind:

- Make sure you have all of the facts. In order to reach the right solutions, you must be as fully informed as possible.

- Ask yourself what you are specifically being asked to do. This analysis will enable you to focus on the specific issues that are raised and the available alternatives. Use your judgment and common sense. If something seems unethical or improper, it probably is.

- Clarify your responsibility and role. In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and to discuss the problem.

- Discuss the problem with your supervisor. This approach is best in most if not all situations. Your supervisor may be more knowledgeable about the issue and will appreciate being brought into the process. It is a supervisor's responsibility to help you to solve problems.

- Seek help from Company resources. In the rare instance in which it may not be appropriate to discuss an issue with your supervisor, or in which you feel uncomfortable approaching your supervisor, discuss the problem with the Company's general legal counsel. If you prefer to write, address your concerns to the Company's general legal counsel or the President.

- You may report ethical violations in confidence and without fear of retaliation. If your situation requires that your identity be kept secret, the Company will protect your anonymity. The Company does not permit retaliation of any kind against employees for good faith reports of ethical violations.

- Ask first. If you are unsure of the proper course of action, seek guidance before you act.

If you do not feel comfortable discussing the matter with your supervisor, please call \_\_\_\_\_ at \_\_\_\_\_. We strive to ensure that all questions or concerns are handled fairly, discreetly and thoroughly.

**APPENDIX "B"**

**AUDIT COMMITTEE CHARTER**

See attached.

## **OMNI COMMERCE CORP.**

### **Audit Committee Charter**

The Audit Committee (the "Audit Committee") of the Board of Directors (the "Board") of Omni Commerce Corp. (the "Company") is appointed by the Board to assist the Board in fulfilling its oversight responsibilities. The Audit Committee's primary duties and responsibilities are to monitor:

- a. the integrity of the financial statements of the Company;
- b. the external auditor's qualifications and independence;
- c. the performance of the Company's external auditor; and
- d. management's reporting on internal control.

Although the Audit Committee has the powers and responsibilities set forth in this Charter, the role of the Audit Committee is oversight. The majority of the members of the Audit Committee are not full-time employees of the Company and may or may not be accountants or auditors by profession or experts in the fields of accounting or auditing and, in any event, do not serve in such capacity. Consequently, it is not the duty of the Audit Committee to conduct audits or to determine that the Company's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles ("GAAP") and applicable rules and regulations. These are the responsibilities of management and the external auditor.

#### **Committee Membership**

The Audit Committee shall consist of no fewer than three members, a majority of whom must be "unrelated" to the Company as required by Policy 3.1 of the TSX Venture Exchange (the "TSX-V") Corporate Finance Manual. A majority of the members should also be "independent" and all of the members should be "financially literate" within the meaning of those terms set out in National Instrument 52-110 – Audit Committees.

The members of the Audit Committee will be appointed or reappointed by the Board following each annual meeting of the Company's shareholders. Each member of the Audit Committee will continue to be a member of the Audit Committee until his or her successor is appointed unless he or she resigns or is removed by the Board or ceases to be a director of the Company. Where a vacancy occurs at any time in the membership of the Audit Committee, the Board may appoint a qualified individual to fill such vacancy and must appoint a qualified individual if the membership of the Audit Committee is less than three directors as a result of any such vacancy.

## **Meetings**

The Audit Committee shall meet as often as it determines, but not less frequently than quarterly. Any member of the Audit Committee or the external auditor may call a meeting of the Audit Committee. At all Audit Committee meetings a majority of the members shall constitute a quorum. The acts of the Audit Committee at a duly constituted meeting shall require the vote of a majority of the members present provided that, in any circumstances, a resolution or other instrument in writing signed by all members of the Audit Committee shall avail as the act of the Audit Committee. The Audit Committee shall meet periodically with management, the internal auditors and the external auditor in separate executive sessions to discuss any matters that the Audit Committee or any of these groups believe should be discussed privately. The Audit Committee may request any officer or employee of the Company or the Company's external legal counsel or external auditor to attend a meeting of the Audit Committee or to meet with any members of, or consultants to, the Audit Committee.

The members of the Audit Committee shall select a chair from among their number who must be an "unrelated" to the Company as required by TSX-V Policy 3.1. The chair will preside at each meeting of the Audit Committee and, in consultation with the other members of the Audit Committee, shall set the frequency and length of each meeting and the agenda of items to be addressed at each upcoming meeting.

## **Committee Authority and Responsibilities**

The Audit Committee shall recommend to the Board (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attestation services for the Company, and (ii) the compensation of the external auditor.

The Audit Committee shall be directly responsible for the oversight of the work of the external auditor (including resolution of disagreements between management and the external auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work. The external auditor shall report directly to the Audit Committee. The Audit Committee shall preapprove all auditing services and permitted non-audit services (including the fees and terms thereof) to be performed for the Company by its external auditor. The Audit Committee may form and delegate authority to subcommittees consisting of one or more members when appropriate, including the authority to grant preapprovals of audit and permitted non-audit services, provided that decisions of such subcommittee to grant preapprovals shall be presented to the full Audit Committee at its next scheduled meeting. The membership of any such subcommittee must consist of a majority of unrelated directors. The Audit Committee shall consult with management but shall not delegate any of its responsibilities to management.

The Audit Committee shall have the authority, to the extent it deems necessary or appropriate, to retain independent legal, accounting or other advisors. The Company shall provide for appropriate funding, as determined by the Audit Committee, for payment of compensation to the external auditor and to any advisors employed by the Audit Committee.

The Audit Committee shall make regular reports to the Board. The Audit Committee shall review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval. The Audit Committee shall annually review the Audit Committee's own performance.

In fulfilling its responsibilities, the Audit Committee shall:

## **Financial Statement and Disclosure Matters**

1. Review and discuss with management and the external auditor the annual audited financial

statements and related documents, including disclosures made in management's discussion and analysis, prior to filing with the appropriate securities regulatory authorities or public dissemination;

2. Review and discuss with management and the external auditor, if so engaged, the Company's quarterly financial statements and related documents including disclosures made in management's discussion and analysis, prior to filing with the appropriate securities regulatory authorities or public dissemination;
3. Discuss with management the Company's press releases or material change reports discussing financial matters, including the use of "pro forma" or "adjusted" non-GAAP information, as well as financial information and earnings guidance provided to analysts and rating agencies. Such discussion may be done generally (consisting of discussing the types of information to be disclosed and the types of presentations to be made);
4. Review and discuss with management all material off-balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of the Company or any of its subsidiaries with unconsolidated entities or other persons including related persons, that may have a material current or future effect on financial condition, changes in financial condition, results of operations, liquidity, capital resources, capital reserves or significant components of revenues or expenses;
5. Review and discuss with management and the external auditor the quality and acceptability of the accounting principles, policies and practices used in the preparation of the Company's financial statements, including all critical accounting policies and practices used, any alternative treatments of financial information, those policies for which management is required to exercise discretion or judgments regarding the implementation thereof, the ramification of their use and the external auditor's preferred treatment, as well as any other material communications between the external auditor and management;
6. Discuss with the external auditor the matters required to be communicated to audit committees in accordance with the standards established by the Canadian Institute of Chartered Accountants relating to the conduct of the audit.

#### **Annual or Periodic Reviews**

7. Annually or periodically, as appropriate, review any significant changes to the Company's accounting principles and financial disclosure practices as suggested by the external auditors, management or the internal audit group.
8. Annually review separately with each of management, the external auditors and the internal audit group:
  - a. any significant disagreement between management and the external auditors or the internal audit group in connection with the preparation of the financial statements;
  - b. any difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information; and
  - c. management's response to each.
9. Annually discuss with the external auditors, without management being present:
  - a. their judgments about the quality and appropriateness of the Company's accounting

- principles and financial disclosure practices as applied in its financial reporting;
  - b. the completeness and accuracy of the Company's consolidated financial statements; and
  - c. the external auditor's relationship with management.
10. Annually or periodically, as appropriate, discuss with management the Company's major financial and investment risk exposures and the steps management has taken to monitor, control and manage such exposures, including the Company's risk assessment and risk management guidelines and policies.
  11. Review and discuss with management, the external auditor and the Company's in-house and external legal counsel, as appropriate, any legal, regulatory or compliance matters arising periodically that could have a significant impact on the Company's financial statements, including applicable changes in accounting standards or rules.

#### **Oversight of the Company's Relationship with the Independent Auditor**

12. The Audit Committee shall review annually the selection, qualifications and performance of the external auditor, including considering whether the external auditor's quality controls are adequate.
13. Review, in advance where feasible, all auditing services to be provided by the external auditor, determine which non-audit services may not be provided by the external auditor and approve any non-audit services, as permitted by applicable securities laws and the TSX-V.
14. Ensure that the external auditors submit to the Audit Committee on an annual basis a written statement affirming their independence, discuss with the external auditor any disclosed relationships or services that may impact its objectivity and independence and satisfy itself as to the external auditor's independence, taking into account the opinions of management and internal auditors.
15. Consider whether, in order to assure continuing independence of the external auditor, it is appropriate to adopt a policy of rotating the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit on a regular basis.
16. Recommend to the Board policies for the Company's hiring of employees or former employees of the external auditor who participated in any capacity in the audit of the Company.
17. Meet with the external auditor prior to the audit to review with the external auditor and management the external auditor's audit plan, discuss and approve audit scope, staffing locations, reliance upon management, and internal audit and general audit approach.

#### **Oversight of the Company's Internal Audit Function**

18. Review annually the performance of the controller or the Chief Financial Officer, if he or she acts in the capacity of controller.
19. Review, based upon the recommendations of the external auditor and the Company's senior internal auditing executive, the scope and plan of the work to be done by the internal audit group.
20. Review and, if it deems appropriate, approve the appointment and replacement of the Company's controller.
21. Review the significant reports to management prepared by the internal auditing department and

management's responses and subsequent follow-up to any identified weaknesses.

22. In consultation with the external auditor and the internal audit group, review the adequacy of the Company's internal control structure and procedures designed to ensure compliance with the applicable laws and policies, and discuss the responsibilities, budget and staffing needs of the internal audit group.

#### **Oversight of Complaints**

23. The Company shall forward to the Audit Committee any complaints that it has received regarding accounting, internal accounting controls, or auditing matters. Any employee of the Company may submit, on a confidential, anonymous basis if the employee so desires, any concerns by sending such concerns in writing and forwarding them in a sealed envelope to the Chair of the Audit Committee. The envelope is to be clearly marked, "To be opened by the Audit Committee only."

#### **Disclosure**

24. The Audit Committee will provide a report of its activities to the shareholders of the Company as part of the Company's management proxy circular for its annual meeting.

**APPENDIX "C"**

**ADVANCE NOTICE POLICY**

See attached.

# OMMNI COMMERCE CORP.

## Advance Notice Policy

### INTRODUCTION

The Corporation is committed to: (i) facilitating an orderly and efficient process for holding annual general meetings and, when the need arises, special meetings of its shareholders; (ii) ensuring that all shareholders receive adequate advance notice of the director nominations and sufficient information regarding all director nominees; and (iii) allowing shareholders to register an informed vote for directors of the Corporation after having been afforded reasonable time for appropriate deliberation.

### PURPOSE

The purpose of this Advance Notice Policy (the "**Policy**") is to provide shareholders, directors and management of the Corporation with a clear framework for nominating directors of the Corporation. This Policy fixes a deadline by which director nominations must be submitted to the Corporation prior to any annual or special meeting of shareholders and sets forth the information that must be included in the notice to the Corporation for the notice to be in proper written form in order for any director nominee to be eligible for election at any annual or special meeting of shareholders.

It is the position of the board of directors of the Corporation (the "**Board**") that this Policy is in the best interests of the Corporation, its shareholders and other stakeholders. This Policy will be subject to an annual review by the Board, which shall revise the Policy if required to reflect changes by securities regulatory authorities or stock exchanges, and to address changes in industry standards from time to time as determined by the Board.

### NOMINATIONS OF DIRECTORS

1. Only persons who are qualified to act as directors under the *Business Corporations Act* (British Columbia) (the "**Act**") and who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. At any annual meeting of shareholders, or at any special meeting of shareholders at which directors are to be elected, nominations of persons for election to the Board may be made only:
  - a. by or at the direction of the Board, including pursuant to a notice of meeting;
  - b. by or at the direction or request of one or more shareholders pursuant to a valid "proposal" as defined in the Act and made in accordance with Part 5, Division 7 of the Act;
  - c. pursuant to a requisition of the shareholders that complies with and is made in accordance with section 167 of the Act, as such provisions may be amended from time to time; or
  - d. by any person (a "**Nominating Shareholder**") who:
    - (i) at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below and at the close of business on the record date fixed by the Corporation for such meeting, (a) is a "registered owner" (as defined in the Act) of one or more shares of the Corporation carrying the right to vote at such meeting, or (b) beneficially owns shares carrying the right to vote at such meeting and provides evidence of such ownership that is satisfactory to the Corporation, acting reasonably. In cases where a Nominating Shareholder is not an individual, the notice set forth in paragraph 4 below must be signed by an authorized representative, being a duly authorized director, officer, manager,

trustee or partner of such entity who provides such evidence of such authorization that is satisfactory to the Corporation, acting reasonably; and

(ii) in either case, complies with the notice procedures set forth below in this Policy.

2. In addition to any other requirements under applicable laws, for a nomination to be validly made by a Nominating Shareholder in accordance with this Policy, the Nominating Shareholder must have given notice thereof that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Corporate Secretary of the Corporation at the principal executive offices of the Corporation.
3. To be timely, a Nominating Shareholder's notice to the Corporate Secretary of the Corporation must be made:
  - a. in the case of an annual meeting of shareholders, not less than thirty (30) days nor more than sixty-five (65) days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than fifty (50) days after the date (the "**Notice Date**") on which the first public announcement (as defined below) of the date of the annual meeting was made, notice by the Nominating Shareholder may be given not later than the close of business on the tenth (10<sup>th</sup>) day following the Notice Date; and
  - b. in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15<sup>th</sup>) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting and/or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders, or the reconvening of any adjourned or postponed meeting of shareholders, or the announcement thereof, commence a new time period for the giving of a Nominating Shareholder's notice as described above.

4. To be in proper written form, a Nominating Shareholder's notice must be addressed to the Corporate Secretary of the Corporation, and must set forth:
  - a. as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (i) the name, age, business address and residential address of the person; (ii) the present principal occupation or employment of the person and the principal occupation or employment within the five years preceding the notice; (iii) the citizenship of such person; (iv) the class or series and number of shares in the capital of the Corporation which are, directly or indirectly, controlled or directed or which are owned, beneficially or of record, by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and (v) a statement as to whether such person would be "independent" of the Corporation (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110, *Audit Committees*, of the Canadian Securities Administrators, as such provisions may be amended from time to time) if elected as a director at such meeting and the reasons and basis for such determination;
  - b. the full particulars regarding any oral or written proxy, contract, agreement, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any shares of the Corporation; and

- c. any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws.

The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or that would reasonably be expected to be material to a reasonable shareholder's understanding of the experience, independence and/or qualifications, or lack thereof, of such proposed nominee.

As soon as practicable following receipt of a Nominating Shareholder's notice (and such other information referred to above, as applicable) that complies with this Policy, the Corporation shall publish through a public announcement the names of the nominees named in such notice and such other details of such notice as the Corporation may deem appropriate.

- 5. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this Policy; provided, however, that nothing in this Policy shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which such shareholder would have been entitled to submit a proposal pursuant to the provisions of the Act or at the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the provisions of this Policy and, if the Chairman determines that any proposed nomination was not made in compliance with this Policy, to declare that such defective nomination shall be disregarded.
- 6. For purposes of this Policy:
  - a. **"public announcement"** shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System for Electronic Document Analysis and Retrieval (SEDAR) at [www.sedar.com](http://www.sedar.com); and
  - b. **"Applicable Securities Laws"** means, collectively, the applicable securities statutes of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each relevant province and territory of Canada, and all applicable securities laws of the United States.
- 7. Notwithstanding any other provision of this Policy, notice given to the Corporate Secretary of the Corporation pursuant to this Policy may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Corporate Secretary of the Corporation for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the Corporate Secretary at the address of the principal executive offices of the Corporation, sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) or received by email (at the address as aforesaid); provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Pacific Time) on a business day, then such delivery or electronic communication shall be deemed to have been made on the next business day.
- 8. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any provision or requirement of this Policy.

## **GOVERNING LAW**

This Policy shall be interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

## **EFFECTIVE DATE**

This Policy was approved and adopted by the Board on December 15, 2014 and is and shall be effective and in full force and effect in accordance with its terms and conditions from and after such date, provided that if this Policy is not ratified and approved by an ordinary resolution of shareholders of the Corporation at the Corporation's next shareholder meeting following the effective date of this Policy, the Policy shall, from and after the date of such shareholder meeting, cease to be of any force and effect.

**APPENDIX "D"**  
**NEW INCENTIVE PLAN**

See attached.

**OMNI COMMERCE CORP.**  
**2019 OMNIBUS STOCK INCENTIVE**  
**PLAN**

ADOPTED BY THE BOARD OF DIRECTORS: \_\_\_\_\_, 2019  
APPROVED BY THE COMPANY'S SHAREHOLDERS: \_\_\_\_\_ 2019

**Section 1. Purpose**

The purpose of the Plan is to promote the interests of the Company and its shareholders by aiding the Company in attracting and retaining Employees, officers, Consultants, Advisors and Non-Employee Directors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company's business and to compensate such persons through various stock and cash-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company's shareholders.

**Section 2. Definitions**

As used in the Plan, the following terms shall have the meanings set forth below:

(a) "Advisor" shall mean a natural person that provides *bona fide* services to the Company or an Affiliate of the Company and such services are not in connection with the offer or sale of securities in a capital-raising transaction, and do not directly or indirectly promote or maintain a market for the Company's securities.

(b) "Affiliate" shall mean any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company.

(c) "Award" shall mean any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award, Dividend Equivalent or Other Stock-Based Award granted under the Plan.

(d) "Award Agreement" shall mean any written agreement, contract or other instrument or document evidencing an Award granted under the Plan (including a document in an electronic medium) executed in accordance with the requirements of Section 10(b).

(e) "Board" shall mean the Board of Directors of the Company.

(f) "Code" shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

(g) "Committee" shall mean the Compensation Committee of the Board or such other committee designated by the Board to administer the Plan. At any time that the Company is an SEC registrant and is not a "foreign private issuer" for purposes of the Securities Act and the U.S. Exchange Act, the Committee shall be comprised of not less than such number of Directors

as shall be required to permit Awards granted under the Plan to qualify under Rule 16b-3 of the U.S. Exchange Act, and each member of the Committee shall be a “non-employee director” within the meaning of Rule 16b-3 of the U.S. Exchange Act. If the Board does not designate the Committee, references herein to the “Committee” shall refer to the Board.

(h) “*Company*” shall mean OMNI Commerce Corp., a British Columbia corporation, and any successor corporation.

(i) “*Consultant*” means, in relation to the Company, a natural person, other than an Employee, Advisor, Director or officer of the Company, that:

- (i) is engaged to provide on a continuous *bona fide* basis, consulting, technical, management or other services to the Company or to an Affiliate of the Company, other than services provided in relation to a distribution;
- (ii) provides the services under a written contract between the Company or the Affiliate and the individual;
- (iii) such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities;
- (iv) 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 an Affiliate of the Company; and
- (v) has a relationship with the Company or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.

(j) “*CSE*” means the Canadian Securities Exchange”

(k) “*Director*” shall mean a member of the Board and a member of the Board of Directors of an Affiliate.

(l) “*Dividend Equivalent*” shall mean any right granted under Section 6(e) of the Plan.

(m) “*Effective Date*” shall mean the date the Plan is adopted by the Board, as set forth in Section 11.

(n) “*Eligible Person*” shall mean any Employee, officer, Non-Employee Director, Consultant or Advisor providing services to the Company or any Affiliate, or any such person to whom an offer of employment or engagement with the Company or any Affiliate is extended.

(o) “*Employee*” shall mean an employee of the Company or any Affiliate.

(p) “*Fair Market Value*” with respect to one Share as of any date shall mean (a) if the Shares are listed on the CSE or any established stock exchange, the price of one Share at the close of the regular trading session of such market or exchange on the last trading day prior to such date, and if no sale of Shares shall have occurred on such date, on the next preceding date on which there was a sale of Shares. Notwithstanding the foregoing, in the event that the Shares are listed on the CSE, for the purposes of establishing the exercise price of any Options, the Fair Market Value shall not be lower than the greater of the closing market price of the Shares on the CSE on (i) the trading day prior to the date of grant of the Options, and (ii) the date of grant of the Options; (b) if the Shares are not so listed on the CSE or any established stock exchange, the average of the closing “bid” and “asked” prices quoted by the OTC Bulletin Board, the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted “bid” and “asked” prices on such date, on the next preceding date for which there are such quotes for a Share; or (c) if the Shares are not publicly traded as of such date, the per share value of one Share, as determined by the Board, or any duly authorized Committee of the Board, in its sole discretion, by applying principles of valuation with respect thereto.

(q) “*Incentive Stock Option*” shall mean an option granted under Section 6(a) of the Plan that is intended to meet the requirements of Section 422 of the Code or any successor provision.

(r) “*Listed Security*” means any security of the Company that is listed or approved for listing on a U.S. national securities exchange or designated or approved for designation as a national market system security on an interdealer quotation system by the U.S. Financial Industry Regulatory Authority (or any successor thereto).

(s) “*Non-Employee Director*” shall mean a Director who is not also an employee of the Company or any Affiliate.

(t) “*Non-Qualified Stock Option*” shall mean an option granted under Section 6(a) of the Plan that is not intended to be an Incentive Stock Option.

(u) “*Option*” shall mean an Incentive Stock Option or a Non-Qualified Stock Option to purchase shares of the Company.

(v) “*Other Stock-Based Award*” shall mean any right granted under Section 6(f) of the Plan.

(w) “*Participant*” shall mean an Eligible Person designated to be granted an Award under the Plan.

(x) “*Performance Award*” shall mean any right granted under Section 6(d) of the Plan.

(y) “*Person*” shall mean any individual or entity, including a corporation, partnership, limited liability company, association, joint venture or trust.

(z) “*Plan*” shall mean the Company’s 2019 Omnibus Stock and Incentive Plan, as amended from time to time.

(aa) “*Proportionate Voting Shares*” shall mean the Class B proportionate voting shares in the capital of the Company.

(bb) “*Restricted Stock*” shall mean any Share granted under Section 6(c) of the Plan.

(cc) “*Restricted Stock Unit*” shall mean any unit granted under Section 6(c) of the Plan evidencing the right to receive a Share (or a cash payment equal to the Fair Market Value of a Share) at some future date, provided that in the case of Participants who are liable to taxation under the Tax Act in respect of amounts payable under this Plan, that such date shall not be later than December 31 of the third calendar year following the year services were performed in respect of the corresponding Restricted Stock Unit awarded.

(dd) “*Section 409A*” shall mean Section 409A of the Code, or any successor provision, and applicable Treasury Regulations and other applicable guidance thereunder.

(ee) “*Share*” or “*Shares*” shall mean Proportionate Voting Shares and Subordinate Voting Shares of the Company (or such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 4(c) of the Plan).

(ff) “*Specified Employee*” shall mean a specified employee as defined in Section 409A(a)(2)(B) of the Code or applicable proposed or final regulations under Section 409A, determined in accordance with procedures established by the Company and applied uniformly with respect to all plans maintained by the Company that are subject to Section 409A.

(gg) “*Stock Appreciation Right*” shall mean any right granted under Section 6(b) of the Plan.

(hh) “*Subordinate Voting Shares*” shall mean the Class A subordinate voting shares in the capital of the Company.

(ii) “*Tax Act*” means the *Income Tax Act* (Canada) as amended from time to time, and any regulations promulgated thereunder.

(jj) “*United States*” shall mean the United States of America, its territories and possession, any State of the United States, and the District of Columbia.

(kk) “*U.S. Award Holder*” shall mean any holder of an Award who is a “U.S. person” (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act) or who is holding or exercising Awards in the United States.

(ll) “*U.S. Exchange Act*” shall mean the United States Securities Exchange Act of 1934, as amended.

(mm) “*U.S. Securities Act*” shall mean the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder.

### Section 3. Administration

(a) Power and Authority of the Committee. The Plan shall be administered by the Committee. Subject to the express provisions of the Plan, stock exchange rules and policies and to applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or the method by which payments or other rights are to be calculated in connection with) each Award; (iv) determine the terms and conditions of any Award or Award Agreement, including any terms relating to the forfeiture of any Award and the forfeiture, recapture or disgorgement of any cash, Shares or other amounts payable with respect to any Award; (v) amend the terms and conditions of any Award or Award Agreement, subject to the limitations under Section 7; (vi) accelerate the exercisability of any Award or the lapse of any restrictions relating to any Award, subject to the limitations in Section 7, (vii) determine whether, to what extent and under what circumstances Awards may be exercised in cash, Shares, other securities, other Awards or other property (excluding promissory notes), or canceled, forfeited or suspended, subject to the limitations in Section 7; (viii) determine whether, to what extent and under what circumstances amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or the Committee, subject to the requirements of Section 409A; (ix) interpret and administer the Plan and any instrument or agreement, including an Award Agreement, relating to the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan; and (xii) adopt such modifications, rules, procedures and subplans as may be necessary or desirable to comply with provisions of the laws of the jurisdictions in which the Company or an Affiliate may operate, including, without limitation, establishing any special rules for Affiliates, Eligible Persons or Participants located in any particular country, in order to meet the objectives of the Plan and to ensure the viability of the intended benefits of Awards granted to Participants located in such non-United States jurisdictions. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award or Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon the Company, any Participant, any holder or beneficiary of any Award or Award Agreement, and any employee of the Company or any Affiliate.

(b) Delegation. The Committee may delegate to one or more officers or Directors of the Company, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion, the authority to grant Awards; *provided, however*, that the Committee shall not delegate such authority in such a manner as would cause the Plan not to comply with applicable exchange rules or applicable corporate law.

(c) Power and Authority of the Board. Notwithstanding anything to the contrary contained herein, (i) the Board may, at any time and from time to time, without any further action of the Committee, exercise the powers and duties of the Committee under the Plan, unless the exercise of such powers and duties by the Board would cause the Plan not to comply with the requirements of all applicable securities rules and (ii) only the Committee (or another committee

of the Board comprised of directors who qualify as independent directors within the meaning of the independence rules of any applicable securities exchange where the Shares are then listed) may grant Awards to Directors who are not also employees of the Company or an Affiliate.

(d) Indemnification. To the full extent permitted by law, (i) no member of the Board, the Committee or any person to whom the Committee delegates authority under the Plan shall be liable for any action or determination taken or made in good faith with respect to the Plan or any Award made under the Plan, and (ii) the members of the Board, the Committee and each person to whom the Committee delegates authority under the Plan shall be entitled to indemnification by the Company with regard to such actions and determinations. The provisions of this paragraph shall be in addition to such other rights of indemnification as a member of the Board, the Committee or any other person may have by virtue of such person's position with the Company.

#### **Section 4. Shares Available for Awards**

(a) Shares Available. Subject to adjustment as provided in Section 4(c) of the Plan, the aggregate number of Shares that may be issued under all Awards under the Plan shall be 10% of the number of Shares outstanding, and for clarity, including the number of Subordinate Voting Shares issuable on conversion of the Proportionate Voting Shares into Subordinate Voting Shares. The aggregate number of Shares that may be issued under all Awards under the Plan shall be reduced by Shares subject to Awards issued under the Plan in accordance with the Share counting rules described in Section 4(b) below.

(b) Counting Shares. For purposes of this Section 4, if an Award entitles the holder thereof to receive or purchase Shares, the number of Shares covered by such Award or to which such Award relates shall be counted on the date of grant of such Award against the aggregate number of Shares available for granting Awards under the Plan.

- (i) Shares Added Back to Reserve. If any Shares covered by an Award or to which an Award relates are not purchased or are forfeited or are reacquired by the Company (including any Shares withheld by the Company or Shares tendered to satisfy any tax withholding obligation on Awards or Shares covered by an Award that are settled in cash), or if an Award otherwise terminates or is cancelled without delivery of any Shares, then the number of Shares counted against the aggregate number of Shares available under the Plan with respect to such Award, to the extent of any such forfeiture, reacquisition by the Company, termination or cancellation, shall again be available for granting Awards under the Plan.
- (ii) Cash-Only Awards. Awards that do not entitle the holder thereof to receive or purchase Shares shall not be counted against the aggregate number of Shares available for Awards under the Plan.
- (iii) Substitute Awards Relating to Acquired Entities. Shares issued under Awards granted in substitution for awards previously granted by an entity that is acquired by or merged with the Company or an Affiliate shall not

be counted against the aggregate number of Shares available for Awards under the Plan.

(c) Adjustments. In the event that any dividend (other than a regular cash dividend) or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, make a proportionate adjustment of (i) the number and type of Shares (or other securities or other property) that thereafter may be made the subject of Awards, (ii) the number and type of Shares (or other securities or other property) subject to outstanding Awards, (iii) the purchase price or exercise price with respect to any Award and (iv) the limitation contained in Section 4(d) below; *provided, however*, that the number of Shares covered by any Award or to which such Award relates shall always be a whole number. Such adjustment shall be made by the Committee or the Board, whose determination in that respect shall be final, binding and conclusive.

(d) Additional Award Limitations. If, and so long as, the Company is listed on the CSE, the aggregate number of Shares issued or issuable to persons providing investor relations activities (as defined in CSE policies) as compensation within a one-year period, shall not exceed 1% of the total number of Shares then outstanding.

## **Section 5. Eligibility**

Any Eligible Person shall be eligible to be designated as a Participant. In determining which Eligible Persons shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company and/or such other factors as the Committee, in its discretion, shall deem relevant. Notwithstanding the foregoing, an Incentive Stock Option may only be granted to full-time or part-time employees (which term, as used herein, includes, without limitation, officers and Directors who are also employees), and an Incentive Stock Option shall not be granted to an employee of an Affiliate unless such Affiliate is also a “subsidiary corporation” of the Company within the meaning of Section 424(f) of the Code or any successor provision.

## **Section 6. Awards**

(a) Options. The Committee is hereby authorized to grant Options to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan, as the Committee shall determine:

(i) Exercise Price. The purchase price per Share purchasable under an Option shall be determined by the Committee and shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option;

*provided, however, that the Committee may designate a purchase price below Fair Market Value on the date of grant if the Option is granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Company or an Affiliate.*

- (ii) Option Term. The term of each Option shall be fixed by the Committee at the date of grant but shall not be longer than 10 years from the date of grant. Notwithstanding the foregoing, in the event that the expiry date of an Option held by a non-U.S. Award Holder falls within a trading blackout period imposed by the Company (a “*Blackout Period*”), and neither the Company nor the individual in possession of the Options is subject to a cease trade order in respect of the Company’s securities, then the expiry date of such Option shall be automatically extended to the 10th business day following the end of the Blackout Period.
- (iii) Time and Method of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part and the method or methods by which, and the form or forms, including, but not limited to, cash, Shares (actually or by attestation), other securities, other Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable exercise price, in which payment of the exercise price with respect thereto may be made or deemed to have been made.
  - (A) Promissory Notes. Notwithstanding the foregoing, the Committee may not permit payment of the exercise price, either in whole or in part, with a promissory note.
  - (B) Net Exercises. The Committee may, in its discretion, permit an Option to be exercised by delivering to the Participant a number of Shares having an aggregate Fair Market Value (determined as of the date of exercise) equal to the excess, if positive, of the Fair Market Value of the Shares underlying the Option being exercised on the date of exercise, over the exercise price of the Option for such Shares.
- (iv) Incentive Stock Options. Notwithstanding anything in the Plan to the contrary, the following additional provisions shall apply to the grant of stock options which are intended to qualify as Incentive Stock Options:
  - (A) The Committee will not grant Incentive Stock Options in which the aggregate Fair Market Value (determined as of the time the Option is granted) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year (under this Plan and all other plans of the Company and its Affiliates) shall exceed \$100,000.

- (B) Subject to adjustment pursuant to Section 4(c) and the overall Plan limitation under Section 4(a), the maximum number of Shares that may be issued pursuant to Incentive Stock Options shall not exceed 7,000,000 Shares, and for clarity, including the number of Subordinate Voting Shares issuable upon conversion of Proportionate Voting Shares into Subordinate Voting Shares.
- (C) All Incentive Stock Options must be granted within ten years from the earlier of the date on which this Plan was adopted by the Board or the date this Plan was approved by the shareholders of the Company.
- (D) Unless sooner exercised, all Incentive Stock Options shall expire and no longer be exercisable no later than 10 years after the date of grant; *provided, however*, that in the case of a grant of an Incentive Stock Option to a Participant who, at the time such Option is granted, owns (within the meaning of Section 422 of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its Affiliates, such Incentive Stock Option shall expire and no longer be exercisable no later than five years from the date of grant.
- (E) The purchase price per Share for an Incentive Stock Option shall be not less than 100% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option; *provided, however*, that, in the case of the grant of an Incentive Stock Option to a Participant who, at the time such Option is granted, owns (within the meaning of Section 422 of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of its Affiliates, the purchase price per Share purchasable under an Incentive Stock Option shall be not less than 110% of the Fair Market Value of a Share on the date of grant of the Incentive Stock Option.
- (F) Any Incentive Stock Option authorized under the Plan shall contain such other provisions as the Committee shall deem advisable, but shall in all events be consistent with and contain all provisions required in order to qualify the Option as an Incentive Stock Option
- (G) An Incentive Stock Option may not be transferred, assigned, pledged, hypothecated or otherwise disposed of except by will or by the laws of descent and distribution, and an Incentive Stock Option may be exercised during the lifetime of the Participant who is awarded an Incentive Stock Option only by such Participant .

(b) Stock Appreciation Rights. The Committee is hereby authorized to grant Stock Appreciation Rights to Eligible Persons subject to the terms of the Plan and any applicable Award Agreement. A Stock Appreciation Right granted under the Plan shall confer on the holder thereof a right to receive upon exercise thereof the excess of (i) the Fair Market Value of one Share on the date of exercise over (ii) the grant price of the Stock Appreciation Right as specified by the Committee, which price shall not be less than 100% of the Fair Market Value of one Share on the date of grant of the Stock Appreciation Right; *provided, however*, that, subject to applicable law and stock exchange rules, the Committee may designate a grant price below Fair Market Value on the date of grant if the Stock Appreciation Right is granted in substitution for a stock appreciation right previously granted by an entity that is acquired by or merged with the Company or an Affiliate. Subject to the terms of the Plan and any applicable Award Agreement, the grant price, term, methods of exercise, dates of exercise, methods of settlement and any other terms and conditions of any Stock Appreciation Right shall be as determined by the Committee (except that the term of each Stock Appreciation Right shall be subject to the same limitations in Section 6(a)(ii) applicable to Options). The Committee may impose such conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate.

(c) Restricted Stock and Restricted Stock Units. The Committee is hereby authorized to grant an Award of Restricted Stock and Restricted Stock Units to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

- (i) Restrictions. Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise as the Committee may deem appropriate. Notwithstanding the foregoing, rights to dividend or Dividend Equivalent payments shall be subject to the limitations described in Section 6(e).
- (ii) Issuance and Delivery of Shares. Any Restricted Stock granted under the Plan shall be issued at the time such Awards are granted and may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company or held in nominee name by the stock transfer agent or brokerage service selected by the Company to provide such services for the Plan. Such certificate or certificates shall be registered in the name of the Participant and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Stock. Shares representing Restricted Stock that are no longer subject to restrictions shall be delivered (including by updating the book-entry registration) to the Participant promptly after the applicable restrictions lapse or are waived. In the case of Restricted Stock Units, no Shares shall be issued at the time such Awards are granted. Upon the

lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units evidencing the right to receive Shares, such Shares shall be issued and delivered to the holder of the Restricted Stock Units.

- (iii) Forfeiture. Except as otherwise determined by the Committee or as provided in an Award Agreement, upon a Participant's termination of employment or service or resignation or removal as a Director (in either case, as determined under criteria established by the Committee) during the applicable restriction period, all Shares of Restricted Stock and all Restricted Stock Units held by such Participant at such time shall be forfeited and reacquired by the Company for cancellation at no cost to the Company; *provided, however*, that the Committee may waive in whole or in part any or all remaining restrictions with respect to Shares of Restricted Stock or Restricted Stock Units.

(d) Performance Awards. The Committee is hereby authorized to grant Performance Awards to Eligible Persons. A Performance Award granted under the Plan (i) may be denominated or payable in cash, Shares (including, without limitation, Restricted Stock and Restricted Stock Units), other securities, other Awards or other property and (ii) shall confer on the holder thereof the right to receive payments, in whole or in part, upon the achievement of one or more objective performance goals during such performance periods as the Committee shall establish. Subject to the terms of the Plan, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award granted, the amount of any payment or transfer to be made pursuant to any Performance Award and any other terms and conditions of any Performance Award shall be determined by the Committee.

(e) Dividend Equivalents. The Committee is hereby authorized to grant Dividend Equivalents to Eligible Persons under which the Participant shall be entitled to receive payments (in cash, Shares, other securities, other Awards or other property as determined in the discretion of the Committee) equivalent to the amount of cash dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Committee. Subject to the terms of the Plan and any applicable Award Agreement, such Dividend Equivalents may have such terms and conditions as the Committee shall determine. Notwithstanding the foregoing, (i) the Committee may not grant Dividend Equivalents to Eligible Persons in connection with grants of Options, Stock Appreciation Rights or other Awards the value of which is based solely on an increase in the value of the Shares after the date of grant of such Award, and (ii) dividend and Dividend Equivalent amounts may be accrued but shall not be paid unless and until the date on which all conditions or restrictions relating to such Award have been satisfied, waived or lapsed.

(f) Other Stock-Based Awards. The Committee is hereby authorized to grant to Eligible Persons such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as are deemed by the Committee to be consistent with the purpose of the Plan. The Committee shall determine the terms and conditions of such Awards, subject to the terms of the Plan and any applicable Award Agreement. No Award issued under this Section 6(f) shall contain a purchase right or an option-like exercise feature.

(g) General

- (i) Consideration for Awards. Awards may be granted for no cash consideration or for any cash or other consideration as may be determined by the Committee or required by applicable law.
- (ii) Limits on Transfer of Awards. Except as otherwise provided by the Committee in its discretion and subject to such additional terms and conditions as it determines, no Award (other than fully vested and unrestricted Shares issued pursuant to any Award) and no right under any such Award shall be transferable by a Participant other than by will or by the laws of descent and distribution and no Award (other than fully vested and unrestricted Shares issued pursuant to any Award) or right under any such Award may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company or any Affiliate. Where the Committee does permit the transfer of an Award other than a fully vested and unrestricted Share, such permitted transfer shall be for no value and in accordance with all applicable securities rules. The Committee may also establish procedures as it deems appropriate for a Participant to designate a person or persons, as beneficiary or beneficiaries, to exercise the rights of the Participant and receive any property distributable with respect to any Award in the event of the Participant's death.
- (iii) Restrictions; Securities Exchange Listing. All Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such restrictions as the Committee may deem advisable under the Plan, applicable federal or state securities laws and regulatory requirements, and the Committee may cause appropriate entries to be made with respect to, or legends to be placed on the certificates for, such Shares or other securities to reflect such restrictions. The Company shall not be required to deliver any Shares or other securities covered by an Award unless and until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.
- (iv) Prohibition on Option and Stock Appreciation Right Repricing. Except as provided in Section 4(c) hereof, the Committee may not, without prior approval of the Company's shareholders and applicable stock exchange approval, seek to effect any repricing of any previously granted, "underwater" Option or Stock Appreciation Right by: (i) amending or modifying the terms of the Option or Stock Appreciation Right to lower the exercise price; (ii) canceling the underwater Option or Stock Appreciation Right and granting either (A) replacement Options or Stock Appreciation Rights having a lower exercise price; or (B) Restricted

Stock, Restricted Stock Units, Performance Award or Other Stock-Based Award in exchange; or (iii) cancelling or repurchasing the underwater Option or Stock Appreciation Right for cash or other securities. An Option or Stock Appreciation Right will be deemed to be “underwater” at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

- (v) Section 409A Provisions. Notwithstanding anything in the Plan or any Award Agreement to the contrary, to the extent that any amount or benefit that constitutes “deferred compensation” to a Participant under Section 409A and applicable guidance thereunder is otherwise payable or distributable to a Participant under the Plan or any Award Agreement solely by reason of the occurrence of a change in control or due to the Participant’s disability or “separation from service” (as such term is defined under Section 409A), such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless the Committee determines in good faith that (i) the circumstances giving rise to such change in control event, disability or separation from service meet the definition of a change in control event, disability, or separation from service, as the case may be, in Section 409A(a)(2)(A) of the Code and applicable proposed or final regulations, or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A by reason of the short-term deferral exemption or otherwise. Any payment or distribution that otherwise would be made to a Participant who is a Specified Employee (as determined by the Committee in good faith) on account of separation from service may not be made before the date which is six months after the date of the Specified Employee’s separation from service (or if earlier, upon the Specified Employee’s death) unless the payment or distribution is exempt from the application of Section 409A by reason of the short-term deferral exemption or otherwise.
- (vi) Acceleration of Vesting or Exercisability. No Award Agreement shall accelerate the exercisability of any Award or the lapse of restrictions relating to any Award in connection with a change-in-control event, unless such acceleration occurs upon the consummation of (or effective immediately prior to the consummation of, *provided that* the consummation subsequently occurs) such change-in-control event.

## **Section 7. Amendment and Termination; Corrections**

- (a) Amendments to the Plan and Awards. The Board may from time to time amend, suspend or terminate this Plan, and the Committee may amend the terms of any previously granted Award, *provided that* no amendment to the terms of any previously granted Award may (except as expressly provided in the Plan) materially and adversely alter or impair the terms or conditions of the Award previously granted to a Participant under this Plan without the written consent of the Participant or holder thereof. Any amendment to this Plan, or to the terms of any

Award previously granted, is subject to compliance with all applicable laws, rules, regulations and policies of any applicable governmental entity or securities exchange, including receipt of any required approval from the governmental entity or stock exchange, and any such amendment, alteration, suspension, discontinuation or termination of an Award will be in compliance with CSE Policies. For greater certainty and without limiting the foregoing, the Board may amend, suspend, terminate or discontinue the Plan, and the Committee may amend or alter any previously granted Award, as applicable, without obtaining the approval of shareholders of the Company in order to:

- (i) amend the eligibility for, and limitations or conditions imposed upon, participation in the Plan;
- (ii) amend any terms relating to the granting or exercise of Awards, including but not limited to terms relating to the amount and payment of the exercise price, or the vesting, expiry, assignment or adjustment of Awards, or otherwise waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively;
- (iii) make changes that are necessary or desirable to comply with applicable laws, rules, regulations and policies of any applicable governmental entity or stock exchange (including amendments to Awards necessary or desirable to avoid any adverse tax results under Section 409A), and no action taken to comply shall be deemed to impair or otherwise adversely alter or impair the rights of any holder of an Award or beneficiary thereof; or
- (iv) amend any terms relating to the administration of the Plan, including the terms of any administrative guidelines or other rules related to the Plan.

Notwithstanding the foregoing and for greater certainty, prior approval of the shareholders of the Company shall be required for any amendment to the Plan or an Award that would:

- (i) require shareholder approval under the rules or regulations of securities exchange that is applicable to the Company;
- (ii) increase the number of shares authorized under the Plan as specified in Section 4 of the Plan;
- (iii) permit repricing of Options or Stock Appreciation Rights, which is currently prohibited by Section 6(g)(iv) of the Plan;
- (iv) permit the award of Options or Stock Appreciation Rights at a price less than 100% of the Fair Market Value of a Share on the date of grant of such Option or Stock Appreciation Right, contrary to the provisions of Section 6(a)(i) and Section 6(b) of the Plan;

- (v) permit Options to be transferable other than as provided in Section 6(g)(ii);
- (vi) amend this Section 7(a); or
- (vii) increase the maximum term permitted for Options and Stock Appreciation Rights as specified in Section 6(a) and Section 6(b) or extend the terms of any Options beyond their original expiry date.

(b) Corporate Transactions. In the event of any reorganization, merger, consolidation, split-up, spin-off, combination, plan of arrangement, take-over bid or tender offer, repurchase or exchange of Shares or other securities of the Company or any other similar corporate transaction or event involving the Company (or the Company shall enter into a written agreement to undergo such a transaction or event), the Committee or the Board may, in its sole discretion, provide for any of the following to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, *provided that* the consummation of the event subsequently occurs), and no action taken under this Section 7(b) shall be deemed to impair or otherwise adversely alter the rights of any holder of an Award or beneficiary thereof:

- (i) either (A) termination of the Award, whether or not vested, in exchange for an amount of cash and/or other property, if any, equal to the amount that would have been attained upon the exercise of the vested portion of the Award or realization of the Participant's vested rights (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction or event described in this Section 7(b)(i)(A), the Committee or the Board determines in good faith that no amount would have been attained upon the exercise of the Award or realization of the Participant's rights, then the Award may be terminated by the Company without any payment) or (B) the replacement of the Award with other rights or property selected by the Committee or the Board, in its sole discretion;
- (ii) that the Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;
- (iii) that, subject to Section 6(g)(vi), the Award shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the applicable Award Agreement; or
- (iv) that the Award cannot vest, be exercised or become payable after a date certain in the future, which may be the effective date of the event.

(c) Correction of Defects, Omissions and Inconsistencies. The Committee may, without prior approval of the shareholders of the Company, correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award or Award Agreement in the

manner and to the extent it shall deem desirable to implement or maintain the effectiveness of the Plan.

## **Section 8. Income Tax Withholding**

In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant, are withheld or collected from such Participant. Without limiting the foregoing, in order to assist a Participant in paying all or a portion of the applicable taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes (subject to any applicable limitations under ASC Topic 718 to avoid adverse accounting treatment) or (b) delivering to the Company Shares other than Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

## **Section 9. U.S. Securities Laws**

Neither the Awards nor the securities which may be acquired pursuant to the exercise of the Awards have been registered under the U.S. Securities Act or under any securities law of any state of the United States and are considered “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act and any Shares shall be affixed with an applicable restrictive legend as set forth in the Award Agreement. The Awards may not be offered or sold, directly or indirectly, in the United States except pursuant to registration under the U.S. Securities Act and the securities laws of all applicable states or available exemptions therefrom, and the Company has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Awards or the securities underlying the Awards, which could result in such U.S. Award Holder not being able to dispose of any Shares issued on exercise of Awards for a considerable length of time. Each U.S. Award Holder or anyone who becomes a U.S. Award Holder, who is granted an Award in the United States, who is a resident of the United States or who is otherwise subject to the U.S. Securities Act or the securities laws of any state of the United States will be required to complete an Award Agreement which sets out the applicable United States restrictions.

## **Section 10. General Provisions**

(a) No Rights to Awards. No Eligible Person, Participant or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Persons, Participants or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Participant or with respect to different Participants.

(b) Award Agreements. No Participant shall have rights under an Award granted to such Participant unless and until an Award Agreement shall have been signed by the Participant (if requested by the Company), or until such Award Agreement is delivered and accepted through an electronic medium in accordance with procedures established by the Company. An Award Agreement need not be signed by a representative of the Company unless required by the Committee. Each Award Agreement shall be subject to the applicable terms and conditions of the Plan and any other terms and conditions (not inconsistent with the Plan) determined by the Committee.

(c) Provision of Information. At least annually, financial information (audited or unaudited) of the Company's financial condition and results of operations, consistent with the requirements of applicable law for the recently completed fiscal year shall be made available to each Participant and purchaser of Shares upon the exercise of an Award; provided, however, that this requirement shall not apply if (i) all offers and sales of securities pursuant to the Plan and any Award Agreement comply with all applicable conditions of Rule 701 under the U.S. Securities Act; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701; or (ii) the issuance is limited to key persons whose duties in connection with the Company assure them access to equivalent information

(d) Plan Provisions Control. In the event that any provision of an Award Agreement conflicts with or is inconsistent in any respect with the terms of the Plan as set forth herein or subsequently amended, the terms of the Plan shall control.

(e) No Rights of Shareholders. Except with respect to Shares issued under Awards (and subject to such conditions as the Committee may impose on such Awards pursuant to Section 6(c)(i) or Section 6(e)), neither a Participant nor the Participant's legal representative shall be, or have any of the rights and privileges of, a shareholder of the Company with respect to any Shares issuable upon the exercise or payment of any Award, in whole or in part, unless and until such Shares have been issued.

(f) No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation plans or arrangements, and such plans or arrangements may be either generally applicable or applicable only in specific cases.

(g) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained as an employee of the Company or any Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate a Participant's employment at any time, with or without cause, in accordance with applicable law. In addition, the Company or an Affiliate may at any time dismiss a Participant from employment free from any liability or any claim under the Plan or any Award, unless otherwise expressly provided in the Plan or in any Award Agreement. Nothing in this Plan shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Plan which such employee might

otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, each Participant shall be deemed to have accepted all the conditions of the Plan and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

(h) Governing Law. The internal law, and not the law of conflicts, of Delaware shall govern all questions concerning the validity, construction and effect of the Plan or any Award, and any rules and regulations relating to the Plan or any Award.

(i) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction or Award, and the remainder of the Plan or any such Award shall remain in full force and effect.

(j) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(k) Other Benefits. No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation or benefits under any pension, retirement, savings, profit sharing, group insurance, disability, severance, termination pay, welfare or other benefit plan of the Company, unless required by law or otherwise provided by such other plan.

(l) No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash shall be paid in lieu of any fractional Share or whether such fractional Share or any rights thereto shall be canceled, terminated or otherwise eliminated.

(m) Headings. Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

## **Section 11. Clawback or Recoupment**

All Awards under this Plan shall be subject to recovery or other penalties pursuant to any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

**Section 12. Effective Date of the Plan**

The Plan was approved by the shareholders of the Company on \_\_\_\_\_, 2019.  
The Plan was adopted by the Board on \_\_\_\_\_, 2019.

**Section 13. Term of the Plan**

No Award shall be granted under the Plan, and the Plan shall terminate, on the earlier of: the tenth anniversary of the date the Plan is approved by the shareholders of the Company, or any earlier date of discontinuation or termination established pursuant to Section 7(a) of the Plan. Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such dates, and the authority of the Committee provided for hereunder with respect to the Plan and any Awards, and the authority of the Board to amend the Plan, shall extend beyond the termination of the Plan.

## **ADDENDUM A**

### **2019 Omnibus Stock Incentive Plan**

#### *(California Participants)*

Prior to the date, if ever, on which the Shares becomes a Listed Security and/or the Company is subject to the reporting requirements of the Exchange Act, the terms set forth herein shall apply to Awards issued to California Participants. “*California Participant*” means a Participant whose Award is issued in reliance on Section 25102(o) of the California Corporations Code. All capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Plan.

1. The following rules shall apply to any Option in the event of termination of the Participant’s service to the Company or an Affiliate:

(a) If such termination was for reasons other than death, “Permanent Disability” (as defined below), or cause, the Participant shall have at least 30 days after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.

(b) If such termination was due to death or Permanent Disability, the Participant shall have at least 6 months after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.

“*Permanent Disability*” for purposes of this Addendum shall mean the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant’s position with the Company or any Affiliate because of the sickness or injury of the Participant.

2. Notwithstanding anything to the contrary in any section within the Plan itself, the Committee shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.

3. Notwithstanding anything stated herein to the contrary, no Option shall be exercisable on or after the 10th anniversary of the date of grant and any Award Agreement shall terminate on or before the 10th anniversary of the date of grant.

4. The Plan or any increase in the maximum aggregate number of Shares issuable thereunder as provided in Section 4(a) (the “*Authorized Shares*”) shall be approved by a majority of the outstanding securities of the Company entitled to vote by the later of (a) a period beginning twelve (12) months before and ending twelve (12) months after the date of adoption thereof by the Board or (b) the first issuance of any security pursuant to the Plan in the State of California (within the meaning of Section 25008 of the California Corporations Code). Awards

granted prior to security holder approval of the Plan or in excess of the Authorized Shares previously approved by the security holders shall become exercisable no earlier than the date of shareholder approval of the Plan or such increase in the Authorized Shares, as the case may be, and such Awards shall be rescinded if such security holder approval is not received in the manner described in the preceding sentence. Notwithstanding the foregoing, a foreign private issuer, as defined by Rule 3b-4 of the U.S. Exchange Act shall not be required to comply with this paragraph provided that the aggregate number of persons in California granted options under all option plans and agreements and issued securities under all purchase and bonus plans and agreements does not exceed 35.

**APPENDIX "E"**

**TERMS OF SUBORDINATE VOTING SHARES**

See attached.

## OMNI COMMERCE CORP.

### Terms of Subordinate Voting Shares

## ARTICLE 27 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO SUBORDINATE SHARES

### 27.1 Voting

The holders of Class A subordinate voting shares (“**Subordinate Shares**”) shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Company except a meeting at which only the holders of another class or series of shares is entitled to vote. Each Subordinate Share shall entitle the holder thereof to one vote at each such meeting.

### 27.2 Alteration to Rights of Subordinate Shares

So long as any Subordinate Shares remain outstanding, the Company will not, without the consent of the holders of Subordinate Shares expressed by separate special resolution, alter or amend these Articles if the result of such alteration or amendment would:

- (a) prejudice or interfere with any right or special right attached to the Subordinate Shares; or
- (b) affect the rights or special rights of the holders of Subordinate Shares or Class B proportionate voting shares (“**Proportionate Shares**”) on a per share basis as provided for herein.

### 27.3 Dividends

The holders of Subordinate Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared thereon by the directors from time to time. The directors may declare no dividend payable in cash or property on the Subordinate Shares unless the directors simultaneously declare a dividend payable in cash or property on the Proportionate Shares, in an amount per Proportionate Share equal to the amount of the dividend declared per Subordinate Share, multiplied by 6.5952.

The directors may declare a stock dividend payable in Subordinate Shares on the Subordinate Shares, but only if the directors simultaneously declare a stock dividend payable in:

- (a) Proportionate Shares on the Proportionate Shares, in a number of shares per Proportionate Share equal to the amount of the dividend declared per Subordinate Share; or
- (b) Subordinate Shares on the Proportionate Shares, in a number of shares per Proportionate Share equal to the amount of the dividend declared per Subordinate Share, multiplied by 6.5952.

### 27.4 Liquidation Rights

In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or

involuntary, or in the event of any other distribution of assets of the Company to its shareholders for the purposes of winding up its affairs, the holders of the Subordinate Shares shall be entitled to participate *pari passu* with the holders of Proportionate Shares, with the amount of such distribution per Subordinate Share equal to the amount of such distribution per Proportionate Share divided by 6.5952.

## **27.5 Subdivision or Consolidation**

The Subordinate Shares shall not be consolidated or subdivided unless the Proportionate Shares are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

## **27.6 Conversion of the Shares Upon An Offer**

In the event that an offer is made to purchase Proportionate Shares, and such offer is:

- (a) required, pursuant to applicable securities legislation or the rules of any stock exchange on which: (i) the Proportionate Shares; or (ii) the Subordinate Shares which may be obtained upon conversion of the Proportionate Shares; may then be listed, to be made to all or substantially all of the holders of Proportionate Shares in a province or territory of Canada to which the requirement applies (such offer to purchase, an “**Offer**”); and
- (b) not made to the holders of Subordinate Shares for consideration per Subordinate Share equal to 0.1516 of the consideration offered per Proportionate Share;

each Subordinate Share shall become convertible at the option of the holder into Proportionate Shares on the basis of 6.5952 Subordinate Shares for one (1) Proportionate Share, at any time while the Offer is in effect until one day after the time prescribed by applicable securities legislation or stock exchange rules for the offeror to take up and pay for such shares as are to be acquired pursuant to the Offer (the “**Subordinate Share Conversion Right**”).

The Subordinate Share Conversion Right may only be exercised for the purpose of depositing the Proportionate Shares acquired upon conversion under such Offer, and for no other reason. If the Subordinate Share Conversion Right is exercised, the Company shall procure that the transfer agent for the Subordinate Shares shall deposit under such Offer the Proportionate Shares acquired upon conversion, on behalf of the holder.

To exercise the Subordinate Share Conversion Right, a holder of Subordinate Shares or his or her attorney, duly authorized in writing, shall:

- (i) give written notice of exercise of the Subordinate Share Conversion Right to the transfer agent for the Subordinate Shares, and of the number of Subordinate Shares in respect of which the Subordinate Share Conversion Right is being exercised;
- (ii) deliver to the transfer agent for the Subordinate Shares any share certificate or certificates or direct registration statement representing the Subordinate Shares in respect of which the Subordinate Share Conversion Right is being exercised; and
- (iii) pay any applicable stamp tax or similar duty on or in respect of such conversion.

No certificates representing Proportionate Shares acquired upon exercise of the Subordinate Share Conversion Right will be delivered to the holders of Subordinate Shares. If Proportionate Shares issued upon such conversion and deposited under such Offer are withdrawn by such holder, or such Offer is abandoned, withdrawn or terminated by the offeror, or such Offer expires without the offeror taking up and paying for such Proportionate Shares, such Proportionate Shares issued shall automatically, without further action on the part of the holder thereof, be reconverted into Subordinate Shares on the basis of one (1) Proportionate Share for 6.5952 Subordinate Shares, and the Company will procure that the transfer agent for the Subordinate Shares shall send to such holder a direct registration statement, certificate or certificates representing the Subordinate Shares acquired upon such reconversion. If the offeror under such Offer takes up and pays for the Proportionate Shares acquired upon exercise of the Subordinate Share Conversion Right, the Company shall procure that the transfer agent for the Subordinate Shares shall deliver to the holders of such Proportionate Shares the consideration paid for such Proportionate Shares by such offeror.

### **27.7 No Fractional Shares**

No fractional Subordinate Shares shall be issued upon the conversion of any Proportionate Shares and the number of Subordinate Shares to be issued shall be rounded up to the nearest whole Subordinate Share. Whether or not fractional Subordinate Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Proportionate Shares the holder is at the time converting into Subordinate Shares and the number of Subordinate Shares issuable upon such aggregate conversion.

### **27.8 Rights to Subscribe; Pre-Emptive Rights**

The holders of Subordinate Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Shares, or bonds, debentures or other securities of the Company now or in the future.

**APPENDIX "F"**

**TERMS OF PROPORTIONATE VOTING SHARES**

See attached.

## **OMNI COMMERCE CORP.**

### **Terms of Proportionate Voting Shares**

#### **ARTICLE 28 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO PROPORTIONATE SHARES**

##### **28.1 Voting**

The holders of Proportionate Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Company except a meeting at which only the holders of another class or series of shares is entitled to vote. Subject to Articles 28.3 and 28.4, each Proportionate Share shall entitle the holder to 6.5952 votes at each such meeting.

##### **28.2 Alteration to Rights of Proportionate Shares**

So long as any Proportionate Shares remain outstanding, the Company will not, without the consent of the holders of Proportionate Shares expressed by separate special resolution alter or amend these Articles if the result of such alteration or amendment would:

- (a) prejudice or interfere with any right or special right attached to the Proportionate Shares; or
- (b) affect the rights or special rights of the holders of Subordinate Shares or Proportionate Shares on a per share basis as provided for herein.

At any meeting of holders of Proportionate Shares called to consider such a separate special resolution, each Proportionate Share shall entitle the holder to one (1) vote.

##### **28.3 Shares Superior to Proportionate Shares**

- (a) The Company may take no action which would authorize or create shares of any class or series having preferences superior to or on a parity with the Proportionate Shares without the consent of the holders of a majority of the Proportionate Shares expressed by separate ordinary resolution.
- (b) At any meeting of holders of Proportionate Shares called to consider such a separate ordinary resolution, each Proportionate Share will entitle the holder to one (1) vote.

##### **28.4 Dividends**

- (a) The holders of Proportionate Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared by the directors from time to time. The directors may declare no dividend payable in cash or property on the Proportionate Shares unless the directors simultaneously declare a dividend payable in cash or property on the Subordinate Shares, in an amount equal to the amount of the dividend declared per Proportionate Share divided by 6.5952.

- (b) The directors may declare a stock dividend payable in Proportionate Shares on the Proportionate Shares, but only if the directors simultaneously declare a stock dividend payable in: (i) Proportionate Shares on the Subordinate Shares, in a number of shares per Subordinate Share equal to the amount of the dividend declared per Proportionate Share divided by 6.5952.
- (c) The directors may declare a stock dividend payable in Subordinate Shares on the Proportionate Shares, but only if the directors simultaneously declare a stock dividend payable in: (i) Subordinate Shares on the Subordinate Shares, in a number of shares per Subordinate Share equal to the amount of the dividend declared per Proportionate Share divided by 6.5952.

## **28.5 Liquidation Rights**

In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company to its shareholders for the purpose of winding up its affairs, the holders of the Proportionate Shares shall be entitled to participate *pari passu* with the holders of Subordinate Shares, with the amount of such distribution per Proportionate Shares equal to each of: (i) the amount of such distribution per Subordinate Share multiplied by 6.5952.

## **28.6 Subdivision or Consolidation**

The Proportionate Shares shall not be consolidated or subdivided unless the Subordinate Shares are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

## **28.7 Voluntary Conversion**

Subject to the Conversion Limitation set forth in this Article 28.7, holders of Proportionate Shares shall have the following rights of conversion (the “**Share Conversion Right**”):

- (a) **Right to Convert Proportionate Shares.** Each Proportionate Share shall be convertible at the option of the holder into such number of Subordinate Shares as is determined by multiplying the number of Proportionate Shares in respect of which the Share Conversion Right is exercised by 6.5952.
- (b) **Conversion Limitation.** Unless already appointed, upon receipt of a Conversion Notice (as defined below), the directors (or a committee thereof) shall designate an officer of the Company who shall determine whether the Conversion Limitation set forth in this Article shall apply to the conversion referred to therein (the “**Conversion Limitation Officer**”).
- (c) **Foreign Private Issuer Status.** The Company shall use commercially reasonable efforts to maintain its status as a “foreign private issuer” (as determined in accordance with Rule 3b-4 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Accordingly, the Company shall not give effect to any voluntary conversion of Proportionate Shares pursuant to this Article 28.7 or otherwise, and the Share Conversion Right will not apply, to the extent that after giving effect to all permitted issuances after such conversion of Proportionate Shares, the aggregate number of Subordinate Shares and

Proportionate Shares (calculated on the basis that each Subordinate Share and Proportionate Share is counted once, without regard to the number of votes carried by such share) held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act (“**U.S. Residents**”) would exceed forty percent (40%) (the “**40% Threshold**”) of the aggregate number of Subordinate Shares and Proportionate Shares (calculated on the same basis) issued and outstanding (the “**FPI Restriction**”). The directors may by resolution waive this restriction for any individual transaction or increase the 40% Threshold to a number not to exceed fifty percent (50%), and if any such resolution is adopted, all references to the 40% Threshold herein shall refer instead to the amended percentage threshold set by the directors in such resolution.

- (d) **Conversion Limitation.** In order to give effect to the FPI Restriction, the number of Subordinate Shares issuable to a holder of Proportionate Shares upon exercise by such holder of the Share Conversion Right will be subject to the 40% Threshold based on the number of Proportionate Shares held by such holder as of the date of issuance of Proportionate Shares to such holder, and thereafter at the end of each of the Company’s subsequent fiscal quarters (each, a “**Determination Date**”), calculated as follows:

$$X = [A \times 40\% - B] \times (C/D)$$

Where, on the Determination Date:

X = Maximum Number of Subordinate Shares which may be issued upon exercise of the Share Conversion Right.

A = Aggregate number of Subordinate Shares and Proportionate Shares issued and outstanding.

B = Aggregate number of Subordinate Shares and Proportionate Shares held of record, directly or indirectly, by U.S. Residents.

C = Aggregate Number of Proportionate Shares held by such holder.

D = Aggregate Number of All Proportionate Shares.

The Conversion Limitation Officer shall determine as of each Determination Date, in his or her sole discretion acting reasonably, the aggregate number of Subordinate Shares and Proportionate Shares held of record, directly or indirectly, by U.S. Residents, the maximum number of Subordinate Shares which may be issued upon exercise of the Share Conversion Right, generally in accordance with the formula set forth immediately above. Upon request by a holder of Proportionate Shares, the Company will provide each holder of Proportionate Shares with notice of such maximum number as at the most recent Determination Date, or a more recent date as may be determined by the Conversion Limitation Officer in its discretion. To the extent that issuances of Subordinate Shares on exercise of the Share Conversion Right would result in the 40% Threshold being exceeded, the number of Subordinate Shares to be issued will be pro-rated among each holder of Proportionate Shares exercising the Share Conversion Right.

Notwithstanding the provisions of Articles 28.7(d) and (e), the directors may by resolution waive the application of the Conversion Restriction to any exercise or exercises of the Share Conversion Right to which the Conversion Restriction would otherwise apply, or to future Conversion Restrictions generally, including with respect to a period of time.

(e) **Disputes.**

- (i) Any holder of Proportionate Shares who beneficially owns more than 5% of the issued and outstanding Proportionate Shares may submit a written dispute as to the calculation of the 40% Threshold or the FPI Restriction by the Conversion Limitation Officer to the directors with the basis for the disputed calculations. The Company shall respond to the holder within 5 (five) business days of receipt of the notice of such dispute with a written calculation of the 40% Threshold or the FPI Restriction, as applicable. If the holder and the Company are unable to agree upon such calculation of the 40% Threshold or the FPI Restriction, as applicable, within 5 (five) business days of such response, then the Company and the holder shall, within 1 (one) business day thereafter submit the disputed calculation of the 40% Threshold or the FPI Restriction to the Company's independent auditor. The Company, at the Company's expense, shall cause the auditor to perform the calculations in dispute and notify the Company and the holder of the results no later than 5 (five) business days from the time it receives the disputed calculations. The auditor's calculations shall be final and binding on all parties, absent demonstrable error.
- (ii) In the event of a dispute as to the number of Subordinate Shares issuable to a holder of Proportionate Shares in connection with a voluntary conversion of Proportionate Shares, the Company shall issue to the holder of Proportionate Shares the number of Subordinate Shares not in dispute, and resolve such dispute in accordance with Article 28.7(f)(i).

- (f) **Mechanics of Conversion.** Before any holder of Proportionate Shares shall be entitled to voluntarily convert Proportionate Shares into Subordinate Shares in accordance with Articles 28.7(a) or (b), the holder shall surrender the certificate or certificates representing the Proportionate Shares to be converted at the head office of the Company, or the office of any transfer agent for the Proportionate Shares, and shall give written notice to the Company at its head office of his or her election to convert such Proportionate Shares and shall state therein the name or names in which the certificate or certificates representing the Subordinate Shares are to be issued (a "**Conversion Notice**"). The Company shall (or shall cause its transfer agent to) as soon as practicable thereafter, issue to such holder or his or her nominee, a certificate or certificates or direct registration statement representing the number of Subordinate Shares to which such holder is entitled upon conversion. Such conversion shall be deemed to have taken place immediately prior to the close of business on the day on which the certificate or certificates representing the Proportionate Shares to be converted is surrendered and the Conversion Notice is delivered, and the person or persons entitled to receive the Subordinate Shares issuable upon such conversion shall be treated for all purposes as the holder or holders of record of such Subordinate Shares as of such date.

## **28.8 No Fractional Shares**

No fractional Proportionate Shares shall be issued upon the conversion of any share or shares of Subordinate Shares and the number of Proportionate Shares to be issued shall be rounded up to the nearest whole Proportionate Share. Whether or not fractional Proportionate Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Subordinate Shares the holder is at the time converting into Proportionate Shares and the number of Proportionate Shares issuable upon such aggregate conversion.

## **28.9 Retirement of Shares**

The Proportionate Shares converted shall be retired and cancelled and may not be reissued as shares of such series or any other class or series, and the Company may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of Proportionate Shares accordingly.

## **28.10 Rights to Subscribe; Pre-emptive Rights**

The holders of Proportionate Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Shares, or bonds, debentures or other securities of the Company now or in the future.