

FANDOM SPORTS MEDIA CORP.

NOTICE OF ANNUAL GENERAL & SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting of the Shareholders of **FANDOM SPORTS MEDIA CORP.** (FORMERLY HATCH INTERACTIVE TECHNOLOGIES CORP.) (hereinafter called the "Company") will be held on **Tuesday, August 8, 2017 at Suite 830 – 1100 Melville Street Vancouver, British Columbia, V6E 4A6 at 11:00 a.m.** (Vancouver time) for the following purposes:

1. To receive and consider the audited financial statements of the Company for the fiscal year ended **January 31, 2017** and the Auditor's Report thereon;
2. To fix the number of Directors for the ensuing year at six (6);
3. To elect Directors for the ensuing year;
4. To appoint Dale, Matheson, Carr-Hilton, Labonte LLP, as the Company's Auditor for the ensuing year and to authorize the Directors to fix their remuneration;
5. To consider and, if thought fit, to pass an ordinary resolution to ratify, confirm and approve the Company's new Incentive Stock Option Plan, dated June 30, 2017, as more particularly described in the accompanying Information Circular; and
6. To transact such other business as may properly come before the Meeting.

Accompanying this Notice is an Information Circular and Proxy with notes to Proxy.

Shareholders unable to attend the Annual General and Special Meeting in person should read the notes accompanying the enclosed Proxy and complete and return the Proxy to the Company's Registrar and Transfer Agent within the time and to the location set out in the said notes to the Proxy.

The enclosed Proxy is solicited by Management and you may amend it, if you so desire, by striking out the names listed therein and inserting in the space provided the name of the person you wish to represent you at the Meeting.

DATED at Vancouver, British Columbia, this 4th day of July, 2017.

BY ORDER OF THE BOARD,

"Blair Naughty"

Blair Naughty
CEO and Director

**FANDOM SPORTS MEDIA CORP.
(FORMERLY HATCH INTERACTIVE TECHNOLOGIES CORP.)**

**INFORMATION CIRCULAR
FOR THE 2017
ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS**

This information is given as of **JULY 4, 2017**

I. SOLICITATION OF PROXIES

This Information Circular is furnished in connection with the solicitation of proxies by the management of **FANDOM SPORTS MEDIA CORP.** (the "**Company**") for use at the Annual General and Special Meeting (the "**Meeting**") of the shareholders of the Company, to be held at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment thereof.

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

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

II. PERSONS OR COMPANIES MAKING THE SOLICITATION

The enclosed instrument of proxy is solicited by management. Solicitations will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by regular officers and employees of the Company. 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 the instrument of proxy. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company. None of the directors of the Company have advised management in writing that they intend to oppose any action intended to be taken by management as set forth in this Information Circular.

III. APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the accompanying instrument of proxy are directors or officers of the Company. **A shareholder has the right to appoint a person to attend and act for him on his behalf at the Meeting other than the persons named in the enclosed instrument of proxy. To exercise this right, a shareholder shall strike out the names of the persons named in the instrument of proxy and insert the name of his nominee in the blank space provided, or complete another instrument of proxy.**

The completed instrument of proxy must be dated and signed and the duly completed instrument of proxy must be deposited at the Company's transfer agent, Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, at least 48 hours before the time of the Meeting or any adjournment thereof, excluding Saturdays, Sundays and holidays.

The instrument of proxy must be signed by the shareholder or by his duly authorized attorney. If signed by a duly authorized attorney, the instrument of proxy must be accompanied by the original power of attorney or a

notarially certified copy thereof. If the shareholder is a corporation, the instrument of proxy must be signed by a duly authorized attorney, officer, or corporate representative, and must be accompanied by the original power of attorney or document whereby the duly authorized officer or corporate representative derives his power, as the case may be, or a notarially certified copy thereof. The Chairman of the Meeting has discretionary authority to accept proxies which do not strictly conform to the foregoing requirements.

In addition to revocation in any other manner permitted by law, a shareholder may revoke a proxy by (a) signing a proxy bearing a later date and depositing it at the place and within the time aforesaid, (b) signing and dating a written notice of revocation (in the same manner as the instrument of proxy is required to be executed as set out in the notes to the instrument of proxy) and either depositing it at the place and within the time aforesaid or with the Chairman of the Meeting on the day of the Meeting or on the day of any adjournment thereof, or (c) registering with the scrutineer at the Meeting as a shareholder present in person, whereupon such proxy shall be deemed to have been revoked.

IV. VOTING OF SHARES AND EXERCISE OF DISCRETION OF PROXIES

On any poll, the persons named in the enclosed instrument of proxy will vote the shares in respect of which they are appointed and, where directions are given by the shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

In the absence of any direction in the instrument of proxy, it is intended that such shares will be voted in favour of the resolutions placed before the Meeting by management and for the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular. The instrument of proxy enclosed, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may be properly brought before the Meeting. At the time of printing of this Information Circular, the management of the Company is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the proxies hereby solicited will be voted thereon in accordance with the best judgement of the nominee.

V. ADVICE TO BENEFICIAL HOLDERS OF COMMON SHARES

Only registered holders of common shares of the Company or the persons they validly appoint as their proxies are permitted to vote at the Meeting. However, in many cases, common shares beneficially owned by a person (a “**Non-Registered Holder**”) are registered either: (i) in the name of an intermediary (an “**Intermediary**”) (including banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans) that the Non-Registered Holder deals with in respect of the shares, or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant.

Distribution to NOBOs

In accordance with the requirements of the Canadian Securities Administrators and National Instrument 54-101, “Communication with Beneficial Owners of Securities of a Reporting Issuer” (“**NI-54-101**”), the Company will have caused its agent to distribute copies of the Notice of Meeting and this Circular (collectively, the “**meeting materials**”) as well as a Voting Instruction Form directly to those Non-Registered Holders who have provided instructions to an Intermediary that such Non-Registered Holder does not object to the Intermediary disclosing ownership information about the beneficial owner (“**Non-Objecting Beneficial Owner**” or “**NOBO**”).

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

By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for Voting Instruction Form enclosed with mailings to NOBOs.

The meeting materials distributed by the Company's agent to NOBOs include a Voting Instruction Form. Please carefully review the instructions on the Voting Instruction Form for completion and deposit.

Distribution to OBOs

In addition, the Company will have caused its agent to deliver copies of the meeting materials to the clearing agencies and Intermediaries for onward distribution to those Non-Registered Shareholders who have provided instructions to an Intermediary that the beneficial owner objects to the Intermediary disclosing ownership information about the beneficial owner ("**Objecting Beneficial Owner**" or "**OBO**").

Intermediaries are required to forward the meeting materials to OBOs unless an OBO has waived his or her right to receive them. Intermediaries often use service companies such as **Broadridge Proxy Services** to forward the meeting materials to OBOs. Generally, those OBOs who have not waived the right to receive meeting materials will either:

- (a) be given a form of proxy **which has already been signed by the intermediary** (typically by a facsimile stamped signature), which is restricted as to the number of shares beneficially owned by the OBO, but which is otherwise uncompleted. This form of proxy need not be signed by the OBO. In this case, the OBO who wishes to submit a proxy should properly complete the form of proxy and deposit it with Computershare Investor Services Inc. in the manner set out above in this circular, with respect to the common shares beneficially owned by such OBO; **OR**
- (b) more typically, be given a voting registration form which is not signed by the Intermediary and which, when properly completed and signed by the OBO and returned to the Intermediary or its service company, will constitute authority and instructions (often called a "**proxy authorization form**") which the Intermediary must follow. Typically, the proxy authorization form will consist of a one page pre-printed form. Sometimes, instead of the one page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label containing a bar-code or other information. In order for the form of proxy to validly constitute a proxy authorization form, the OBO must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit the OBO to direct the voting of the shares he or she beneficially owns.

Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the persons named in the form and insert the Non-Registered Holder's name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions, including those regarding when and where the proxy or proxy authorization form is to be delivered.

VI. VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

On **July 4, 2017**, **92,712,370** common shares without par value were issued and outstanding, each share carrying the right to one vote. At a general meeting of the Company, on a show of hands, every shareholder present in person shall have one vote and, on a poll, every shareholder shall have one vote for each share of which he is the holder.

Only shareholders of record at the close of business on July 4, 2017, who either personally attend the Meeting or who complete and deliver an instrument of proxy in the manner and subject to the provisions set out under the heading "Appointment and Revocation of Proxies" will be entitled to have his or her shares voted at the Meeting or any adjournment thereof.

To the knowledge of the directors and executive officers of the Company, only the following beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company:

Name of Shareholder	Number of Shares	Percentage of Issued and Outstanding
CDS & Co. ⁽¹⁾	52,992,754	57.16
Blair Naughty (Direct and indirect)	9,986,232	10.77

⁽¹⁾ The beneficial owners of the shares thus shown are not known to Management of the Company.

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

Other than as disclosed elsewhere in this Information Circular, none of the directors or executive officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who have been directors or executive officers of the Company since the commencement of the Company's 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.

VIII. INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For the purposes of this Information Circular, "informed person" means:

- (a) a director or executive officer of the Company;
- (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;
- (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company, or a combination of both, carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company, other than voting securities held by the person or company as underwriter in the course of a distribution; and
- (d) the Company if it has purchased, redeemed or otherwise acquired any of its own securities, for so long as it holds any of its securities.

Except as disclosed below, elsewhere herein, in the Notes to the Company's financial statements for the

financial year ended January 31, 2016, or in the Listing Statement dated August 31, 2015, no informed person, no proposed director of the Company and no associate or affiliate of any such informed person or proposed director, has any material interest, direct or indirect, in any material transaction since the commencement of the Company's last completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company or any of its subsidiaries except as disclosed herein.

IX. STATEMENT OF EXECUTIVE COMPENSATION

A. General Provisions

For the purposes of this Information Circular:

"CEO" of the Company means an individual who acted as Chief Executive Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"CFO" of the Company means an individual who acted as Chief Financial Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"closing market price" means the price at which the company's security was last sold, on the applicable date,

- (a) in the security's principal marketplace in Canada; or
- (b) if the security is not listed or quoted on a marketplace in Canada, in the security's principal marketplace;

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

"equity incentive plan" means an incentive plan, or portion of an incentive plan, under which awards are granted and that falls within the scope of Section 3870 of the Canadian Institute of Chartered Accountants Handbook;

"executive officer" of the Company means an individual who is the Chairman or Vice-Chairman of the Board, the President, a Vice-President in charge of a principal business unit, division or function including sales, finance or production, an officer of the Company or any of its subsidiaries who performed a policy-making function in respect of the Company, or any other individual who performed a policy-making function in respect of the Company;

"external management company" includes a subsidiary, affiliate or associate of the external management company;

"grant date" means a date determined for financial statement reporting purposes under IFRS 2 *Share-based Payment*;

"incentive plan" means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

"incentive plan award" means compensation awarded, earned, paid or payable under an incentive plan;

"NEO" or "named executive officer" means each of the following individuals:

- (a) a CEO;
- (b) a CFO;

- (c) 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 that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year;

"non-equity incentive plan" means an incentive plan or portion of an incentive plan that is not an equity incentive plan;

"option-based award" means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

"plan" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, securities, similar instruments or any other property may be received, whether for one or more persons;

"replacement grant" means an option that a reasonable person would consider to be granted in relation to a prior or potential cancellation of an option;

"re-pricing" means, in relation to an option, adjusting or amending the exercise or base price of the option, but excludes any adjustment or amendment that equally affects all holders of the class of securities underlying the option and occurs through the operation of a formula or mechanism in, or applicable to, the option;

"share-based award" means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

B. Compensation Discussion and Analysis

The Company does not have a formal compensation program. The Board relies on the experience of the Directors to ensure that total compensation paid to the Company's management is fair and reasonable.

The Company's compensation policies and programs are designed to be competitive with similar junior technology companies and to recognize and reward executive performance consistent with the success of the Company. These policies and programs are intended to attract and retain capable and experienced people. The Board of Directors' role and philosophy is to ensure that the Company's goals and objectives, as applied to the actual compensation paid to the Company's President and Chief Executive Officer and other executive officers, are aligned with the Company's overall business objectives and with shareholders' interests. During the year ended January 31, 2017, the Company has not established a Compensation Committee and relies on the judgement of the Board of Directors to fulfil this role.

In addition to informal industry comparables from publicly available information, the Board of Directors consider a variety of factors when determining both compensation policies and programs and individual compensation levels. These factors include the long-range interests of the Company and its stockholders, overall financial and operating performance of the Company, and the assessment of each executive's individual performance and contribution toward meeting corporate objectives. Performance is also recognized through the Company's incentive option plan.

Elements of the Compensation Program for Fiscal Year ending Jan 31, 2017

The total compensation plans for the NEOs is comprised of two components: base salary or consulting fees and stock options. There is no policy or target regarding cash and non-cash elements of the Company's compensation program. The Board of Directors will annually review the total compensation of the Company's executives on an individual basis, against the backdrop of the compensation goals and objectives described above and make recommendations to the Board of Directors concerning the individual components of the executives' compensation. The Company does not currently provide the NEOs with personal benefits nor does the Company provide any additional compensation to the NEOs for serving as directors or as members of other Committees.

Base Salary and/or Consulting Fees

As a junior technology company with no ongoing cash flow or revenues, the Company establishes salaries to its executive officers at a minimal level, in keeping with the Company's available resources. As a general rule for establishing base salaries or consulting fees, the Board of Directors reviews competitive market data for each of the executive positions and determines placement at an appropriate level within a range. Compensation levels are typically negotiated with the candidate for the position prior to his or her selection as an executive officer or consultant. Salaries or consulting fees for the executive officers are reviewed annually to reflect external factors such as inflation as well as the overall corporate performance and the results of internal performance reviews.

Stock Options

The Company has a Stock Option Plan (the "Plan") in place for the granting of stock options to the directors, officers, employees and consultants of the Company. The purpose of granting such stock options is to assist the Company in compensating, attracting, retaining and motivating such persons and to closely align the personal interest of such persons to that of the Company's shareholders, having regard to the fact that the Company has no ongoing cash flow or revenue from production and, as a result, there are limited funds available for the payment of salaries or consulting fees. The allocation of options under the Company's Stock Option Plan is determined by the Board of Directors which, in determining such allocations, considers such factors as previous grants to individuals, overall Company performance, share price, the role and performance of the individual in question, the amount of time directed to the Company's affairs and time expended for serving on the Company's committees.

Risk Considerations

The Board of Directors reviews from time to time and at least once annually, the risks, if any, associated with the Company's compensation policies and practices. Such a review occurred at the time of preparation of this Compensation Discussion & Analysis. Implicit in the Board of Directors' mandate is that the Company's policies and practices respecting compensation, including those applicable to the Company's executives, be designed in a manner which is in the best interests of the Company and its shareholders and risk implications is one of many considerations which are taken into account in such design.

It is anticipated that a portion (set at a level consistent with its industry peers) of the Company's executive compensation will consist of options granted under the Plan. Such compensation is both "long term" and "at risk" and, accordingly, is directly linked to the achievement of long term value creation. As the benefits of such compensation, if any, are not realized by the executive until a significant period of time has passed, the ability of executives to take inappropriate or excessive risks that are beneficial to them from the standpoint of their compensation at the expense of the Company and its shareholders is extremely limited.

The other element of compensation, salary, or consulting fees, represents the remaining portion of an executive's total compensation. While salary or consulting fees, are not "long term" or "at risk", as noted above, this component of compensation represents a relatively small part of the total compensation and as a result it is unlikely that an executive would take inappropriate or excessive risks at the expense of the Company

and its shareholders that would be beneficial to them from the standpoint of their short term compensation when their long term compensation might be put at risk from their actions.

Due to the small size of the Company, and the current level of the Company's activity, the Board of Directors are able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings during which, financial and other information of the Company are reviewed, and which incorporation includes executive compensation. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

There are no policies in place pursuant to which an NEO or director is permitted to purchase financial instruments including for greater certainty, prepaid variable forward contracts, equity swaps, collars, 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 an NEO or director.

C. Summary Compensation Table

William McGraw the Company's President, Damien Reynolds the Company's Chairman, Blair Naughty the Company's CEO and Alexander Helm, the Company's CFO and Secretary for the period ended January 31, 2017, are the NEOs for the purposes of the following disclosure. The compensation for the NEOs, directly or indirectly, for the Company's three most recently completed financial year is as follows:

Name and Principal Position	Year	Salary (\$)	Share based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation \$		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Ron Shenton President, Director ⁽²⁾	January 31, 2017	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	January 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil	53,000 ⁽⁴⁾	53,000
William McGraw President, Director ⁽⁶⁾	January 31, 2017	Nil	Nil	Nil	Nil	Nil	Nil	60,000	60,000
	January 31, 2016	Nil	Nil	111,355 ⁽⁵⁾	Nil	Nil	Nil	60,000	171,355
Blair Naughty CEO, Director ⁽⁷⁾	January 31, 2017	Nil	Nil	18,500 ⁽⁵⁾	Nil	Nil	Nil	60,000 ⁽⁴⁾	78,500
	January 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil	55,000 ⁽⁴⁾	55,000
Dr. Sadek el-Alfy, Chairman, Chief Executive Officer ⁽¹⁾	January 31, 2017	Nil	Nil	Nil	Nil	Nil	Nil	Nil ⁽⁴⁾	Nil
	January 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Alexander Helm, Chief Financial Officer and Secretary ⁽⁸⁾	January 31, 2017	Nil	Nil	Nil	Nil	Nil	Nil	32,400 ⁽⁴⁾	32,400
	January 31, 2016	Nil	Nil	29,695 ⁽⁵⁾	Nil	Nil	Nil	26,900 ⁽⁴⁾	56,595
Brian Roberts Chief Financial Officer, Secretary, Director ⁽³⁾	January 31, 2017	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	January 31, 2016	Nil	Nil	Nil	Nil	Nil	Nil	41,500 ⁽⁴⁾	41,500

Name and Principal Position	Year	Salary (\$)	Share based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation \$		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Damien Reynolds, Executive Chairman ⁽⁹⁾	January 31, 2017	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	January 31, 2016	Nil	Nil	70,525 ⁽⁵⁾	Nil	Nil	Nil	Nil	70,525

- (1) Dr. Sadek el-Alfy was appointed Chairman and Chief Executive Officer of the Company effective March 3, 2011. Dr. el-Alfy resigned from all roles effective March 6, 2015.
- (2) Ron Shenton was appointed President of the Company effective December 1, 2009 and resigned as Chairman, CEO effective March 3, 2011. Mr. Shenton resigned as President effective September 4, 2015.
- (3) Brian Roberts was appointed interim Chief Financial Officer of the Company effective September 22, 2009 and his appointment was formalized December 1, 2009. Mr. Roberts resigned effective September 4, 2015
- (4) Consulting fees paid to a holding company controlled by the NEO.
- (5) The figures thus shown are based on the fair value estimated at the date of Option Grant using the Black-Scholes pricing model under the following assumptions: (i) risk free interest rate of 0.92%; (ii) dividend yields of Nil; (iii) expected life of five (5.0) years; (iv) expected volatility is 100%. The Black-Scholes pricing model was used to estimate the fair value as it is the most accepted methodology. **Note that there was no cash compensation actually paid to any of the NEOs disclosed in the above table in connection with the granting of the incentive stock options in respect of which these “option-based awards” were calculated.**
- (6) William McGraw was appointed President and Director effective September 4, 2015.
- (7) Blair Naughty was appointed CEO and Director effective September 4, 2015.
- (8) Alexander Helmelt was appointed CFO and Secretary effective September 4, 2015.
- (9) Damien Reynolds was appointed Executive Chairman effective October 8, 2015 and resigned on February 25, 2016.

The benefits listed in the table are subject to the usual statutory deductions for social security and like deductions.

Other Compensation

The Company does not provide any pension, retirement plan or other remuneration for its Directors or Officers that constitutes an expense to the Company, nor are there any plans or arrangements in respect of compensation received or that may be received by NEO's in the Company's most recently completed or current financial year to compensate such officers in the event of the termination of employment or a change in control of the Company.

D. Incentive Plan Awards

The Company has in place a Stock Option Plan for the purpose of attracting and motivating Directors, Officers, Employees and Consultants of the Company and advancing the interests of the Company by affording such persons the opportunity to acquire an equity interest in the Company through rights granted under the Plan to purchase shares of the Company.

OUTSTANDING SHARE-BASED AWARDS AND OPTION-BASED AWARDS

The following table discloses the particulars of all awards for each NEO outstanding at the end of the Company's financial year ended January 31, 2017, including awards granted before this most recently completed financial year:

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Ron Shenton	31,250	0.32	Jan. 2, 2019	Nil	N/A	N/A
Brian Roberts	31,250	0.32	Jan. 2, 2019	Nil	N/A	N/A
William McGraw	1,500,000	0.10	Nov 1, 2020	Nil	N/A	N/A
Alexander Helmel	400,000	0.10	Nov 1, 2020	Nil	N/A	N/A
Blair Naughty	250,000	0.10	July 5, 2021	Nil	N/A	N/A

⁽¹⁾ "In-the-money options" means the excess of the market value of the Company's shares on January 31, 2017 over the exercise price of the options. The last trading price of the Company's shares at its fiscal year ended January 31, 2017 was \$0.09.

INCENTIVE PLAN AWARDS – VALUE VESTED OR EARNED DURING THE YEAR

The following table summarizes the value of each incentive plan award vested or earned by each NEO during the financial year ended January 31, 2017:

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
William McGraw	Nil	Nil	Nil
Alexander Helmel	Nil	Nil	Nil
Blair Naughty	\$18,500	Nil	Nil
Damien Reynolds	Nil	Nil	Nil

OPTION REPRICINGS

There were no re-pricings of Stock Options under the Stock Option Plan or otherwise during the Company's completed financial year ended January 31, 2017.

E. Pension Plan Benefits

The Company has no pension plans that provide for payments or benefits to any NEO at, following or in connection with retirement.

The Company also does not have any deferred compensation plans relating to any NEO.

F. Termination and Change of Control Benefits

Other than as disclosed herein, the Company does not have any pension or retirement plan which is applicable to the NEOs. The Company has not provided compensation, monetary or otherwise, during the most recently completed financial year, to any person who now or previously has acted as an NEO of the Company, in connection with or related to the retirement, termination or resignation of such person, and the Company has provided no compensation to any such person as a result of a change of control of the Company. The Company is not party to any compensation plan or arrangement with an NEO resulting from the resignation, retirement or termination of employment of any such person.

There are no compensatory plans or arrangements between the Company and an NEO with respect to the resignation, retirement or other termination of employment of the NEO, a change of control of the Company or a change in the NEO’s responsibilities following a change of control of the Company involving an amount, including all periodic payments or instalments, exceeding \$100,000.

G. Director Compensation

The Company has no pension plan or other arrangement for non-cash compensation for its directors who are not NEOs, except incentive stock options. The following table discloses the particulars of all awards for its directors who are not NEOs, outstanding at the end of the Company’s financial year ended January 31, 2017, including awards granted before this most recently completed financial year.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Tristan Brett	250,000	0.10	Nov 1, 2020	Nil	Nil	Nil	Nil
Adrian Crook	250,000	0.10	Nov 1, 2020	Nil	Nil	Nil	Nil
Scott Keeney	250,000	0.10	July 5, 2021	Nil	Nil	Nil	Nil

⁽¹⁾ “In-the-money options” means the excess of the market value of the Company’s shares on January 31, 2017 over the exercise price of the options. The last trading price of the Company’s shares at its fiscal year ended January 31, 2017 was \$0.09

The following table discloses all amounts of compensation provided by the Company to its directors who are not NEOs for the financial year ended January 31, 2017.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Tristan Brett	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Adrian Crook	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Scott Keeney	25,000 ⁽²⁾	Nil	18,500 ⁽¹⁾	Nil	Nil	Nil	43,500

⁽¹⁾ The figures thus shown are based on the fair value estimated at the date of option grant using the Black-Scholes pricing model under the following assumptions: (i) risk free interest rate of 0.92% (ii) dividend yields of nil; (iii) expected life of five (5.0) years; (iv) expected volatility is 100%. The Black-Scholes pricing model was used to estimate the fair value as it is the most accepted methodology.

⁽²⁾ Represents fees paid to Scott Keeney for advisory services.

Other than as set forth in the foregoing, no director of the Company who is not an NEO has received, during the most recently completed financial year, compensation pursuant to:

- (a) any standard arrangement for the compensation of directors for their services in their capacity as directors, including any additional amounts payable for committee participation or special assignments;
- (b) any other arrangement, in addition to, or in lieu of, any standard arrangement, for the compensation of directors in their capacity as directors; or
- (c) any arrangement for the compensation of directors for services as consultants or experts.

X. SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details of the Company's compensation plans under which equity securities of the Company are authorized for issuance at the end of the Company's most recently completed financial year.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by Securityholders	4,812,500	\$0.10	2,360,737
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	4,812,500	\$0.10	2,360,737

XI. INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No executive officer, director, employee, former executive officer, former director, former employee, proposed nominee for election as a director, or associate of any such person has been indebted to the Company or its subsidiaries at any time since the commencement of the Company's last completed financial year. No

guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by the Company or its subsidiaries at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person.

XII. MANAGEMENT CONTRACTS

During the Company's most recently completed financial year ended **January 31, 2017** there were no management functions of the Company, which were to any substantial degree performed by a person other than a Director or Senior Officer of the Company.

XIII. CORPORATE GOVERNANCE

Pursuant to National Policy 58-101 *Disclosure of Corporate Governance Practices* the Company is required to and hereby discloses its corporate governance practices as follows.

1. Board of Directors

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

For the year ended January 31, 2017, Tristan Brett, Scott Keeney and Adrian Crook, Directors of the Company, were "independent" in that they were independent and free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of the Company, other than the interests and relationships arising from shareholdings. Blair Naughty was the CEO of the Company and Mr. William McGraw was the President of the Company, and Mr. Damien Reynolds was Executive Chairman of the Company and are therefore not independent.

2. Directorships

The following table discloses directors who, as at the year ended January 31, 2017, were directors of other Reporting Issuers:

Name of Director:	Other Reporting Issuers:
Blair Naughty	Alexis Financial Inc.; Chichi Financial Inc.; Syd Financial Inc.; Boomer Financial Inc.
William McGraw	Dotodo Urban Logistics, Inc.
Tristan Brett	None
Adrian Crook	None
Scott Keeney	None

3. Orientation and Continuing Education

The Board of Directors of the Company brief all new directors with the policies of the Board of Directors, and other relevant corporate and business information.

4. Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been

sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the corporation. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

5. Nomination of Directors

The Board of Directors is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting the shareholders.

New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, shown support for the Company's mission and strategic objectives, and a willingness to serve.

6. Compensation

The Board of Directors is responsible for setting compensation paid to directors and executive officers, establishing and reviewing incentive plans for directors, officers and management, and providing guidance to the Company on corporate governance matters. The process for determining compensation includes comparison with compensation in entities comparable to the Company. The Board of Directors meets at least annually to fulfill this mandate.

7. Other Board Committees

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

8. Assessments

The Board of Directors monitors the adequacy of information given to directors, communication between the board and management and the strategic direction and processes of the board and committees.

XIV. AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

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

The Company's audit committee is governed by an audit committee charter, the text of which is attached as Schedule B to this Information Circular.

For the year ended January 31, 2017, the Company's audit committee was comprised of three directors, Scott Keeney, Tristan Brett and Adrian Crook. As defined in NI 52-110, Scott Keeney, Tristan Brett and Adrian Crook were "independent". Also as defined in NI 52-110, all of the audit committee members are "financially literate".

(Independent Director): Mr. Scott Keeney has gained financial literacy through the founding and operation of multiple enterprises in the United States. Mr. Keeney sits on the Audit Committee of only the Company. Born in New York City and living in every corner of the country as a child, DJ SKEE (Scott Keeney) started his broadcast career on the radio at the age of 16 in Minneapolis, MN. After a chance encounter with music industry veteran and then Loud/Sony Records CEO Steve Rifkind, SKEE graduated high school a year early to move to Los Angeles and work directly under Rifkind, eventually becoming an executive in the SRC umbrella and helping discover and break artists and products ranging from Akon to the T-Mobile Sidekick. Currently residing in Hollywood and building his company Skeematic to pioneer the future model of the music and entertainment industries with its SKEE.TV, SKEE 24/7 Radio, SKEE Music, and various other ventures, SKEE is on the path to become the king of entertainment for this generation. Recognized as one of the most influential figures in today's entertainment business by both Forbes & Billboard magazine, DJ SKEE (Scott Keeney) is carving a new definition for what a DJ is. With a thriving/blossoming career as an entertainer and multiple ventures under his umbrella, DJ SKEE is at the forefront of popular culture. In raw numbers, DJ SKEE has generated over one billion media impressions in under a decade, and has a network of over 500,000 social network followers. On the screen, SKEE has built the single largest lifestyle channel in the world, [SKEE.TV](#). With over 250 million YouTube views and growing, to distribution deals inside restaurants and on mobile phones worldwide, [SKEE.TV](#) serves its audience any and everywhere they look. On the production side, [SKEE.TV](#)'s credits include no less than eleven number one charting music videos under SKEE's watch. SKEE is also frequently seen on broadcast television ranging from not only the biggest music based shows, but in marquee series' including "60 Minutes" on CBS and MTV's "Fantasy Factory."

(Independent Director): Born in 1971, Tristan Brett, is an honors graduate from the Industrial Design program at Emily Carr University of Art and Design with a bachelor's degree in 1995. Tristan has 20 years of creative development experience in the video game industry. In his ten years at Electronic Arts (1995-2005), His roles included Lead Artist, Designer, Technical Artist and Concept Artist. Tristan has been employed at Relic Entertainment since 2006-present as a Principal Artist. Tristan's portfolio of AAA titles and franchises ranges from racing titles like "Need for Speed" and "Sled Storm" to strategy titles "Battle for Middle earth" and "Command and conquer" to Shooters "Medal of honour", "Frontlines" and "SpaceMarine". He has worked on several other projects and portfolio pieces in his spare time ranging from graphic, web and industrial design to casual game concepts.

(Independent Director): Adrian Crook is an award-winning game design consultant with over 20 years' experience in the social, casual, and core games sectors. He has produced and designed over two dozen products across platforms ranging from early Nintendo and Sega Genesis to PlayStation 1, PlayStation 2, PC, Xbox 360, Wii, Facebook, iOS, and Online. In 2006, Adrian was named Producer of the Year by the Canadian New Media Awards and his products have won numerous awards, including "Game of the Year."

Adrian has led multiple original IP products to market, with one product selling more than 1 million units on a single platform. He is a certified Scrummaster with a proven ability to lead large teams of up to 100 developers.

In January 2008, Adrian founded Adrian Crook & Associates, a game design and strategy consultancy that has contributed to the success of over 90 valued international clients. Adrian's experienced team is focused on social

and mobile game design, gamification, business development, and startup growth strategy. Adrian Crook & Associates has extensive experience designing social and online games that include multiple monetization methods, such as virtual goods, ad support, tiered subscriptions, branded content, and more.

Adrian is an advisor to several game industry firms and is currently a creative mentor at Execution Labs, a game incubator and accelerator. He has given interviews on G4TV and other TV, print, and online news outlets, and has spoken as a social games expert at conferences such as GDC, SXSW, ICE, Casual Connect, INplay, and GameON: Finance.

Each member has significant understanding of the Mobile App and Technology business which the Company engages in and has an appreciation for the relevant accounting principles for that business.

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.

Since the effective date of NI 52-110, the Company has not relied on the exemptions contained in sections 2.4 or 8 of NI 52-110. Section 2.4 provides an exemption from the requirement that the audit committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the fiscal year in which the non-audit services were provided. Section 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

The audit committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Company's Board of Directors, and where applicable the audit committee, on a case-by-case basis.

In the following table, "audit fees" are fees billed by the Company's external auditor for services provided in auditing the Company's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees paid by the Company to its auditor in each of the last two fiscal years, by category, are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees ⁽¹⁾	All Other Fees
January 31, 2017	\$17,000	Nil	\$3,500	Nil
January 31, 2016	\$18,000	Nil	Nil	Nil

⁽¹⁾ Fees related to the preparation of the Company's T-2 corporate income tax return and the General Index of Financial Information required by CCRA.

The Company is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Company, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

XV. PARTICULARS OF MATTERS TO BE ACTED UPON

A. Election of Directors

Management intends to propose for adoption an ordinary resolution that the number of directors of the Company be fixed at **six**.

Each director of the Company is elected annually and holds office until the next Annual General Meeting of the shareholders unless that person ceases to be a director before then. In the absence of instructions to the contrary, the shares represented by proxy will, on a poll, be voted for the nominees herein listed. **Management does not contemplate that any of the nominees will be unable to serve as a director.**

The following table sets out the names of the persons to be nominated for election as directors, the positions and offices which they presently hold with the Company, their respective principal occupations and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is

Name of Nominee, Residence and Present Positions Held	Principal Occupation	Director Since	Number of Shares Beneficially Owned or Controlled
William McGraw North Vancouver, BC President and Director	Executive at Wavefront Venture Acceleration Program, a venture development program that helps early-stage entrepreneurs in BC grow their companies.	September 4, 2015	2,712,500
Blair Naughty Coquitlam, BC Chief Executive Officer and Director	Principal of Naughty Capital Ltd., a private financial and business consulting firm involved in the evaluation, turnaround and management of both private and public companies since 1991	September 4, 2015	9,986,232
Adrian Crook Vancouver, BC Director	Principal of Adrian Crook & Associates Inc., a video game consulting firm	September 4, 2015	1,000,000
Tristan Brett Vancouver, BC Director	Video Game Industry Expert; Principal Artist at Relic Entertainment since 2006	September 4, 2015	4,000,000
Scott Keeney Los Angeles, CA USA Director	Principal of SkeeTV	May 8, 2016	500,000
Jeff Hunt Ottawa, ON Director	President and part owner of the Ottawa Redblacks football club of the Canadian Football League (CFL), Governor and part owner of the CHL's Ottawa 67's and a Partner in the Ottawa Sports and Entertainment group which owns and operates Ottawa's Lansdowne Park retail district and manages the TD Place stadium and arena complex.	April 5, 2017	2,000,000

exercised, as of the date of this Information Circular:

The terms of office of those nominees who are presently Directors will expire as of the date of the Meeting. All of the Directors who are elected at the Meeting will have their term of office expire at the next Annual General Meeting of the Company.

No proposed director of the Company is, or within the 10 years before the date of this Information Circular has been, a director or executive officer of any company that, while that person was acting in that capacity:

- (a) was the subject of a cease trade or similar order or an order that denied the company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
- (b) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar 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; or
- (c) 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.

No proposed director of the Company has, within the 10 years before 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.

The above information was provided by management of the Company.

B. Appointment of Auditor

Management proposes that **Dale, Matheson, Carr-Hilton, Labonte LLP, of 1500 – 1140 West Pender Street, Vancouver, B.C., V6E 4G1** be appointed auditor of the Company for the ensuing year at a remuneration to be negotiated between the Auditor and the Directors.

C. Incentive Stock Option Plan

The Company's current stock option plan provides that the Board of Directors may, from time to time, in its discretion, grant options to purchase shares to directors, officers, employees and consultants of the Company and its subsidiaries or affiliates. The Company's current stock option plan (the "**Current Plan**"), which it adopted in 2007, is a "rolling" stock option plan, whereby the aggregate number of shares reserved for issuance, together with any other shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued shares (calculated on a non-diluted basis) at the time an option is granted. As at the date hereof, there are **6,412,500** options outstanding under the Current Plan.

On June 30, 2017, the Board adopted a new Incentive Stock Option Plan (the "**2017 Plan**"). The 2017 Plan is subject to the approval of the Company's shareholders and the rules of the Canadian Securities Exchange ("**CSE**"). At the Meeting, shareholders will be asked to ratify, confirm and approve the 2017 Plan. A copy of the 2017 Plan is attached to this Information Circular as Schedule "A".

The 2017 Plan is a "rolling" stock option plan, whereby the aggregate number of shares reserved for issuance under the 2017 Plan, together with any other shares reserved for issuance under any other plan or agreement of the Company (including the Current Plan), shall not exceed twenty (20%) percent of the total number of outstanding common shares of the Company (calculated on a non-diluted basis) (the "**Outstanding Shares**") as at the date of an applicable option grant, less the aggregate number of common shares of the Company then reserved for issuance pursuant to any other share compensation arrangement of the Company. The purpose of the 2017 Plan is to assist the Company in attracting, retaining and motivating directors, officers, employees and consultants of the Company and to closely align the personal interests of such directors, officers, employees and

consultants with the interests of the Company and its shareholders. Options granted under the Plan are non-assignable and may be granted for a term not exceeding ten years. If the 2017 Plan is adopted at the Meeting, no further options will be granted under the Current Plan, and the 2017 Plan will be implemented immediately after the Meeting.

The following information is intended as a brief description of the 2017 Plan and is qualified in its entirety by the full text of the 2017 Plan, a copy of which is attached as Schedule "A" to this Information Circular.

1. The 2017 Plan will be administered by the Board of Directors or, if the Board so designates, a committee of the Board of Directors appointed in accordance with the 2017 Plan to administer the 2017 Plan.
2. The aggregate number of common shares that may be reserved for issuance pursuant to options shall not exceed 20% of the Outstanding Shares at the time of the granting of an option, less the aggregate number of common shares then reserved for issuance pursuant to any other share compensation arrangement.
3. Following termination of an optionee's employment, directorship or engagement other than for cause, each option held by such optionee shall terminate upon the earlier of its expiry date and the date that is 90 days following termination of the optionee's employment, directorship or engagement, provided that the Board of Directors may, in its discretion, extend the date of such option's termination and the resulting period during which such option remains exercisable to the earlier of its expiry date and the date which is 12 months following termination of the optionee's employment, directorship or engagement, and further provided that the Board of Directors may, in its discretion, on a case by case basis and only with the approval of the CSE if required, further extend the date of such option's termination and the resulting period in which such option remains exercisable to a date later than the date which is 12 months following termination of the optionee's employment, directorship or engagement.
4. In the event of the death of an optionee, each option held by such optionee will terminate on the earlier of its expiry date and the date which is six months following the death of the optionee, provided that the Board of Directors may, in its discretion, extend the date of such termination and the resulting period in which such option remains exercisable to a date not exceeding the earlier of the option's expiry date and the date which is 12 months following the death of the optionee.
5. The aggregate number of common shares reserved for issuance to insiders under 2017 Plan and any other share compensation arrangement shall not exceed 10% of the Outstanding Shares at the time of the grant.
6. The aggregate number of common shares reserved for issuance to insiders in any 12 month period under 2017 Plan and any other share compensation arrangement shall not exceed 10% of the Outstanding Shares at the time of the grant. The number of common shares reserved for issuance to any one person in any 12 month period under the 2017 Plan and any other share compensation arrangement may not exceed 5% of the Outstanding Shares. The number of common shares reserved for issuance to persons conducting investor relations activities in any 12 month period under the 2017 Plan and any other share compensation arrangement may not exceed, in the aggregate, 2% of the Outstanding Shares.
7. The number of common shares issued to any person within a 12 month period pursuant to the exercise of options granted under the under 2017 Plan and any other share compensation arrangement may not exceed 5% of the Outstanding Shares at the time of exercise.

8. Subject to a minimum exercise price of \$0.05 per common share, the exercise price per common share for an option shall not be less than the greater of (i) the "Discounted Market Price", as calculated pursuant to the policies of the CSE, or such other minimum price as may be required or permitted by the CSE, and (ii) if options are granted within 90 days of a distribution of common shares by the Company by prospectus, the price per common share paid by public investors pursuant to such distribution.
9. Any amendment of the terms of an option shall be subject to any required regulatory and shareholder approvals and the consent of the optionee and the CSE.
10. If the Company undertakes an arrangement or is amalgamated, merged or combined with another entity, the Board of Directors shall make such appropriate provision for the protection of the rights of optionees as it may deem advisable.
11. The Board of Directors may, subject to required regulatory approvals, suspend or terminate the 2017 Plan or any portion thereof, provided that no such amendment, suspension or termination may alter or impair any outstanding unexercised options or rights without the consent of the relevant optionee.

The 2017 Plan provides that other terms and conditions may be attached to a particular option at the discretion of the Board.

At the Meeting, Shareholders will be asked to approve the following ordinary resolution (the "**2017 Plan Resolution**"), which must be approved by at least a majority of the votes cast by Shareholders represented in person or by proxy at the Meeting who vote in respect of the 2017 Plan Resolution:

"RESOLVED, as an ordinary resolution of the shareholders of Fandom Sports Media Corp. (the "**Company**"), that:

1. The Company's 2017 Stock Option Plan (the "**2017 Plan**"), as set forth in the Company's Information Circular dated July 4, 2017, including the reservation for issuance under the 2017 Plan of a maximum of 20% of the number of issued common shares of the Company outstanding as at the date of an applicable option grant, be and is hereby ratified, confirmed and approved;
2. The board of directors of the Company be authorized in its absolute discretion to administer the 2017 Plan and amend or modify the 2017 Plan in accordance with its terms and conditions and with the policies of the Canadian Securities Exchange ("**CSE**"); and
3. 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 2017 Plan required by the CSE or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the 2017 Plan."

The form of the 2017 Plan Resolution set forth above is subject to such amendments as management may propose at the Meeting, but which do not materially affect the substance of the 2017 Plan Resolution.

Management of the Company recommends that shareholders vote in favour of the 2017 Plan Resolution at the Meeting. It is the intention of the Designated Persons named in the enclosed form of proxy, if not expressly directed otherwise in such form of proxy, to vote such proxy FOR the 2017 Plan Resolution.

OTHER MATTERS TO BE ACTED UPON

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment thereof. The Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matter in accordance with the best judgment of the persons voting by proxy.

ADDITIONAL INFORMATION

Additional Information concerning the Company is available on SEDAR at www.sedar.com and the Company's website at www.fandomsportsmedia.com. Financial Information concerning the Company is provided in the Company's comparative financial statements and Management's Discussion and Analysis for the financial year ended **January 31, 2017**.

Shareholders wishing to obtain a copy of the Company's financial statements and Management's Discussion and Analysis may contact the Company as follows:

FANDOM SPORTS MEDIA CORP.
(FORMERLY HATCH INTERACTIVE TECHNOLOGIES CORP.)
830 – 1100 Melville Street
Vancouver, BC V6E 4A6
Telephone: 604- 341-6870
Fax: 604- 395-7068
E-mail: info@fandomsportsmedia.com

BOARD APPROVAL

The content and sending of this Information Circular has been approved by the Company's Board of Directors. The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

DATED at Vancouver, British Columbia, the 4th day of **July, 2017**.

ON BEHALF OF THE BOARD

"Blair Naughty"

Chief Executive Officer

SCHEDULE "A"
(TO THE INFORMATION CIRCULAR OF
FANDOM SPORTS MEDIA CORP., DATED JULY 4, 2017)

FANDOM SPORTS MEDIA CORP.
INCENTIVE STOCK OPTION PLAN DATED JUNE 30, 2017
(THE "2017 PLAN")

FANDOM SPORTS MEDIA CORP.

**INCENTIVE STOCK OPTION PLAN
(20% Rolling Plan)**

JUNE 30, 2017

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ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

For the purposes of this Plan, the following terms shall have the following meanings:

- (a) "Affiliate" has the meaning ascribed thereto by the Exchange;
- (b) "Board" means the Board of Directors of the Corporation or, as applicable, a committee consisting of not less than 2 Directors of the Corporation duly appointed to administer this Plan;
- (c) "Common Shares" means the common shares of the Corporation;
- (d) "Consultant" means an individual who:
 - (i) provides ongoing consulting, technical, management or other services to the Corporation or an Affiliate under a written contract with the Corporation or the Affiliate,
 - (ii) possesses technical, business or management expertise of value to the Corporation or an Affiliate,
 - (iii) in the opinion of the Corporation, spends or will spend a reasonable amount of time and attention on the business and affairs of the Corporation or an Affiliate, and
 - (iv) has a relationship with the Corporation or an Affiliate that enables the Consultant to be knowledgeable about the business and affairs of the Corporation or the Affiliate,

and includes a company of which a Consultant is an employee or shareholder and a partnership of which a Consultant is an employee or partner;

- (e) "Corporation" means FANDOM SPORTS MEDIA CORP. and its successor entities;
- (f) "Director" means a director of the Corporation or of an Affiliate;
- (g) "Disinterested Shareholder Approval" has the meaning ascribed thereto by the Exchange;
- (h) "Eligible Person" means a Director, Officer, Employee or Consultant, and includes an issuer all the voting securities of which are owned by Eligible Persons;
- (i) "Employee" means an individual who:
 - (i) is considered an employee of the Corporation or an Affiliate under the *Income Tax Act*, i.e. for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source,
 - (ii) works full-time for the Corporation or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Affiliate over the details and method of work as an

employee of the Corporation or the Affiliate, but for whom income tax deductions are not made at source, or

- (iii) works for the Corporation or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Affiliate over the details and method of work as an employee of the Corporation or the Affiliate, but for whom income tax deductions are not made at source;
- (j) "Exchange" means the Canadian Securities Exchange and any successor entity;
- (k) "Expiry Date" means the last day of the term for an Option, as set by the Board at the time of grant in accordance with Section 5.2 and, if applicable, as amended from time to time;
- (l) "Insider" has the meaning ascribed thereto by the Exchange;
- (m) "Investor Relations Activities" has the meaning ascribed thereto by the Exchange;
- (n) "Management Company Employee" means an individual who is employed by a person providing management services to the Corporation or an Affiliate which are required for the ongoing successful operation of the business enterprise of the Corporation or the Affiliate, but excluding a person providing Investor Relations Activities;
- (o) "Officer" means an officer of the Corporation or of an Affiliate, and includes a Management Company Employee;
- (p) "Option" means an option to purchase Common Shares pursuant to this Plan;
- (q) "Other Share Compensation Arrangement" means, other than this Plan and any Options, any stock option plan, stock options, employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including but not limited to a purchase of Common Shares from treasury which is financially assisted by the Corporation by way of loan, guarantee or otherwise;
- (r) "Participant" means an Eligible Person who has been granted an Option;
- (s) "Plan" means this Stock Option Plan.

1.2 Interpretation

References to the outstanding Common Shares at any point in time shall be computed on a non-diluted basis.

ARTICLE 2 ESTABLISHMENT OF PLAN

2.1 Purpose

The purpose of this Plan is to advance the interests of the Corporation, through the grant of Options, by:

- (a) providing an incentive mechanism to foster the interest of Eligible Persons in the success of the Corporation and its Affiliates;
- (b) encouraging Eligible Persons to remain with the Corporation or its Affiliates; and
- (c) attracting new Directors, Officers, Employees and Consultants.

2.2 Shares Reserved

- (a) The aggregate number of Common Shares that may be reserved for issuance pursuant to Options shall not exceed **20%** of the outstanding Common Shares at the time of the granting of an Option, LESS the aggregate number of Common Shares then reserved for issuance pursuant to any Other Share Compensation Arrangement. For greater certainty, if an Option is surrendered, terminated or expires without being exercised, the Common Shares reserved for issuance pursuant to such Option shall be available for new Options granted under this Plan.
- (b) If there is a change in the outstanding Common Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Common Shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:
 - (i) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;
 - (ii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and
 - (iii) the vesting of any Options (subject to the approval of the Exchange if such vesting is mandatory under the policies of the Exchange), including the accelerated vesting thereof on conditions the Board deems advisable,

and if the Corporation undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Participants as it shall deem advisable.

- (c) No fractional Common Shares shall be reserved for issuance under this Plan and the Board may determine the manner in which an Option, insofar as it relates to the acquisition of a fractional Common Share, shall be treated.
- (d) The Corporation shall, at all times while this Plan is in effect, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of this Plan.

2.3 Non-Exclusivity

Nothing contained herein shall prevent the Board from adopting such other incentive or compensation arrangements as it shall deem advisable.

2.4 Effective Date

This Plan shall be subject to the approval of any regulatory authority whose approval is required. Any Options granted under this Plan prior to such approvals being given shall be conditional upon such approvals being given, and no such Options may be exercised unless and until such approvals are given.

ARTICLE 3 ADMINISTRATION OF PLAN

3.1 Administration

- (a) This Plan shall be administered by the Board. Subject to the provisions of this Plan, the Board shall have the authority:
 - (i) to determine the Eligible Persons to whom Options are granted, to grant such Options, and to determine any terms and conditions, limitations and restrictions in respect of any particular Option grant, including but not limited to the nature and duration of the restrictions, if any, to be imposed upon the acquisition, sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events and the duration of the period, if any, in which any Participant's rights in respect of an Option or Common Shares acquired upon exercise of an Option may be forfeited;
 - (ii) to interpret the terms of this Plan, to make all such determinations and take all such other actions in connection with the implementation, operation and administration of this Plan, and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan, as it shall from time to time deem advisable, including without limitation for the purpose of ensuring compliance with Section 3.3 hereof.
- (b) The Board's interpretations, determinations, guidelines, rules and regulations shall be conclusive and binding upon the Corporation, Eligible Persons, Participants and all other persons.

3.2 Amendment, Suspension and Termination

The Board may amend, subject to the approval of any regulatory authority whose approval is required, suspend or terminate this Plan or any portion thereof. No such amendment, suspension or termination shall alter or impair any outstanding unexercised Options or any rights without the consent of such Participant. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

3.3 Compliance with Legislation

- (a) This Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell, issue and deliver any Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, policies, rules and regulations, to the policies, rules and regulations of any stock exchanges or other markets on which the Common Shares are listed or quoted for trading and to such approvals by any governmental or regulatory agency as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obligated by the existence of this Plan or any provision of this Plan or the grant or exercise of Options hereunder to sell, issue or

deliver Common Shares upon exercise of Options in violation of such laws, policies, rules and regulations or any condition or requirement of such approvals.

- (b) No Option shall be granted and no Common Shares sold, issued or delivered hereunder where such grant, sale, issue or delivery would require registration or other qualification of this Plan or of the Common Shares under the securities laws of any foreign jurisdiction, and any purported grant of any Option or any sale, issue and delivery of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to sell, issue or deliver any Common Shares hereunder unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading.
- (c) Common Shares sold, issued and delivered to Participants pursuant to the exercise of Options shall be subject to restrictions on resale and transfer under applicable securities laws and the requirements of any stock exchanges or other markets on which the Common Shares are listed or quoted for trading, and any certificates representing such Common Shares shall bear, as required, a restrictive legend in respect thereof.

ARTICLE 4 OPTION GRANTS

4.1 Eligibility and Multiple Grants

Options shall only be granted to Eligible Persons. An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions.

4.2 Option Agreement

Every Option shall be evidenced by an option agreement executed by the Corporation and the Participant, which shall, if the Participant is an Employee, Consultant or Management Company Employee, contain a representation and warranty by the Corporation and such Participant that such Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be, of the Corporation or an Affiliate. In the event of any discrepancy between this Plan and an option agreement, the provisions of this Plan shall govern.

4.3 Limitation on Grants and Exercises

- (a) **To any one person.** The number of Common Shares reserved for issuance to any one person in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding Common Shares at the time of the grant, unless the Corporation has obtained Disinterested Shareholder Approval to exceed such limit.
- (b) **To Consultants.** The number of Common Shares reserved for issuance to any one Consultant in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding Common Shares at the time of the grant.
- (c) **To persons conducting Investor Relations Activities.** The aggregate number of Common Shares reserved for issuance to all persons conducting Investor Relations Activities in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 2% of the outstanding Common Shares at the time of the grant.

- (d) **To Insiders.** Unless the Corporation has received Disinterested Shareholder Approval to do so:
 - (i) the aggregate number of Common Shares reserved for issuance to Insiders under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant;
 - (ii) the aggregate number of Common Shares reserved for issuance to Insiders in any 12 month period under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant.
- (e) **Exercises.** Unless the Corporation has received Disinterested Shareholder Approval to do so, the number of Common Shares issued to any person within a 12 month period pursuant to the exercise of Options granted under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the outstanding Common Shares at the time of the exercise.

ARTICLE 5 OPTION TERMS

5.1 Exercise Price

- (a) Subject to a minimum exercise price of \$0.05 per Common Share, the exercise price per Common Share for an Option shall not be less than the "Discounted Market Price", as calculated pursuant to the policies of the Exchange, or such other minimum price as may be required or permitted by the Exchange.
- (b) If Options are granted within ninety days of a distribution by the Corporation by prospectus, then the exercise price per Common Share for such Option shall not be less than the greater of the minimum exercise price calculated pursuant to subsection (a) herein and the price per Common Share paid by the public investors for Common Shares acquired pursuant to such distribution. Such ninety day period shall begin:
 - (i) on the date the final receipt is issued for the final prospectus in respect of such distribution; and
 - (ii) in the case of a prospectus that qualifies special warrants, on the closing date of the private placement in respect of such special warrants.

5.2 Expiry Date

Every Option shall have a term not exceeding and shall therefore expire no later than 10 years after the date of grant.

5.3 Vesting

- (a) Subject to the subsections (b) herein and otherwise in compliance with the policies of the Exchange, the Board shall determine the manner in which an Option shall vest and become exercisable.

- (b) Options granted to Consultants performing Investor Relations Activities shall vest over a minimum of 6 months with no more than 1/2 of such Options vesting in any 3 month period.

5.4 Non-Assignability

Options may not be assigned or transferred.

5.5 Ceasing to be Eligible Person

- (a) If a Participant who is an Officer, Employee or Consultant is terminated for cause, each Option held by such Participant shall terminate and shall therefore cease to be exercisable upon such termination for cause.
- (b) If a Participant dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is six months after the date of the Participant's death, always provided that the Board may, in its discretion, extend the date of such termination and the resulting period in which such Option remains exercisable to a date not exceeding the earlier of the Expiry Date and the date which is twelve months after the date of the Participant's death.
- (c) If a Participant ceases to be an Eligible Person other than in the circumstances set out in subsection (a) or (b) herein, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is 90 days after such event, always provided that the Board may, in its discretion, extend the date of such termination and the resulting period in which such Option remains exercisable to a date not exceeding the earlier of the Expiry Date and the date which is twelve months after such event, and further provided that the Board may, in its discretion, on a case by case basis and only with the approval of the Exchange if required, further extend the date of such termination and the resulting period in which such Option remains exercisable to a date exceeding the date which is after twelve months of such event
- (d) For greater certainty, if a Participant dies, each Option held by such Participant shall be exercisable by the legal representative of such Participant until such Option terminates and therefore ceases to be exercisable pursuant to the terms of this Section.
- (e) If any portion of an Option is not vested at the time a Participant ceases, for any reason whatsoever, to be an Eligible Person, such unvested portion of the Option may not be thereafter exercised by the Participant or its legal representative, as the case may be, always provided that the Board may, in its discretion, further and subject to the approval of the Exchange where the vesting of the said Participant's options was a requirement of the Exchange's policies thereafter permit the Participant or its legal representative, as the case may be, to exercise all or any part of such unvested portion of the Option that would have vested prior to the time such Option otherwise terminates and therefore ceases to be exercisable pursuant to the terms of this Section. For greater certainty, and without limitation, this provision will apply regardless of whether the Participant ceased to be an Eligible Person voluntarily or involuntarily, was dismissed with or without cause, and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a notice of termination for a period which would otherwise have permitted a greater portion of an Option to vest.

- (f) Notwithstanding the foregoing, if the Corporation is listed on Tier 1 of the Exchange and a Participant ceases to be an Eligible Person in the circumstances set out in subsection (c) herein, the Board may, for any such Participant and in its discretion, extend the date of such termination and the resulting period in which the Option remains exercisable to a date not exceeding the Expiry Date.

ARTICLE 6 EXERCISE PROCEDURE

6.1 Exercise Procedure

An Option may be exercised from time to time, and shall be deemed to be validly exercised by the Participant only upon the Participant's delivery to the Corporation at its head office:

- (a) a written notice of exercise addressed to the Corporate Secretary of the Corporation, specifying the number of Common Shares with respect to which the Option is being exercised;
- (b) the originally signed option agreement with respect to the Option being exercised;
- (c) a certified cheque or bank draft made payable to the Corporation for the aggregate exercise price for the number of Common Shares with respect to which the Option is being exercised; and
- (d) documents containing such representations, warranties, agreements and undertakings, including such as to the Participant's future dealings in such Common Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction;

and on the business day following, the Participant shall be deemed to be a holder of record of the Common Shares with respect to which the Option is being exercised, and thereafter the Corporation shall, within a reasonable amount of time, cause certificates for such Common Shares to be issued and delivered to the Participant.

ARTICLE 7 AMENDMENT OF OPTIONS

7.1 Consent to Amend

The Board may amend any Option with the consent of the affected Participant and the consent of the Exchange, if required, including any shareholder approval required by the Exchange. For greater certainty, Disinterested Shareholder Approval is required for any reduction in the exercise price of an Option if the Participant is an Insider at the time of the proposed amendment.

7.2 Amendment Subject to Approval

If the amendment of an Option requires regulatory or shareholder approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

7.3 Repricing

Subject to applicable regulatory requirements and approval, the Board may reprice the prevailing exercise price of an Option. Any reduction in the exercise price of an Option held by an Optionee who is an Insider at the time of the proposed amendment, is, however, subject to disinterested shareholder approval if and as required by the Exchange.

ARTICLE 8 MISCELLANEOUS

8.1 No Rights as Shareholder

Nothing in this Plan or any Option shall confer upon a Participant any rights as a shareholder of the Corporation with respect to any of the Common Shares underlying an Option unless and until such Participant shall have become the holder of such Common Shares upon exercise of such Option in accordance with the terms of the Plan.

8.2 No Right to Employment

Nothing in this Plan or any Option shall confer upon a Participant any right to continue in the employ of the Corporation or any Affiliate or affect in any way the right of the Corporation or any Affiliate to terminate the Participant's employment, with or without cause, at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Affiliate to extend the employment of any Participant beyond the time which the Participant would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Affiliate, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Affiliate.

8.3 Governing Law

This Plan, all option agreements, the grant and exercise of Options hereunder, and the sale, issue and delivery of Common Shares hereunder upon exercise of Options shall be, as applicable, governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Courts of the Province of British Columbia shall have the exclusive jurisdiction to hear and decide any disputes or other matters arising herefrom.