

**FANDIFI TECHNOLOGY CORP.
(FORMERLY FANDOM SPORTS MEDIA CORP.)**

**STATEMENT OF EXECUTIVE COMPENSATION
Form 51-102F6V
STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS**

Introduction

- (a) The following information, dated as of July 31, 2023, is provided pursuant to Form 51-102F6V – *Statement of Executive Compensation for Venture Issuers*. Venture Issuer has the meaning as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*. the Chief Executive Officer ("CEO") of the Company;
- (b) the Chief Financial Officer ("CFO") of the Company;
- (c) each of the 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. "Executive Officer" means the chairman, and any vice-chairman, president, secretary or any vice-president and any officer of the Company or a subsidiary who performs a policymaking function in respect of the Company; and
- (d) each individual who would be an 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.

For the purposes hereof, a named executive officer ("NEO") of the Company means each of the following individuals:

Director and NEO Compensation, Excluding Compensation Securities

The following table sets forth, for the years ended January 31, 2023 and 2022, all compensation (other than stock options and other compensation securities) paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, to each NEO and director, in any capacity.

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES							
Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$) ⁽¹⁾⁽²⁾	Value of All Other Compensation (\$)	Total Compensation (\$)
David Vinokurov ⁽³⁾⁽⁹⁾⁽¹⁰⁾ CEO, President and Director	2023	172,800	86,400	Nil	Nil	Nil	345,600
	2022	172,800	86,400	Nil	Nil	Nil	345,600
Lyle Strachan ⁽⁴⁾ CFO	2023	150,000	60,000	Nil	Nil	Nil	210,000
	2022	150,000	20,000	Nil	Nil	Nil	170,000
Philip (Zhengquan) Chen ⁽⁵⁾ Chairman & Director	2023	60,000	Nil	Nil	Nil	Nil	60,000
	2022	60,000	Nil	Nil	Nil	Nil	60,000

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES							
Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$) ⁽¹⁾⁽²⁾	Value of All Other Compensation (\$)	Total Compensation (\$)
Tristan Brett ⁽⁶⁾ Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Andra Enescu ⁽⁷⁾ Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Scott Keeney ⁽⁸⁾ (Former Director)	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

- (1) Includes perquisites provided to an NEO or director that are not generally available to all employees. An item is generally a perquisite if it is not integrally and directly related to the performance of the director's or NEO's duties. If something is necessary for a person to do his or her job, it is integrally and directly related to the job and is not a perquisite, even if it also provides some amount of personal benefit. For the purposes of the table, perquisites are valued on the basis of the aggregate incremental cost to the Company and its subsidiaries.
- (2) NEOs and directors whose total salary for the applicable financial year was \$150,000 or less did not receive perquisites that, in aggregate, were greater than \$15,000. NEOs and directors whose total salary for the applicable financial year was greater than \$150,000 but less than \$500,000 did not receive perquisites that, in aggregate, were greater than 10% of the NEO's or director's salary for the applicable financial year.
- (3) Mr. David Vinokurov was appointed as CEO and President on May 6, 2020 and Director on June 1, 2020.
- (4) Mr. Lyle Strachan was appointed CFO effective September 16, 2021
- (5) Mr. Philip (Zhengquan) Chen was appointed Chairman and Director effective April 21, 2020.
- (6) Mr. Tristan Brett was appointed a director effective August 31, 2015.
- (7) Ms. Andra Enescu was appointed a director effective April 14, 2021.
- (8) Mr. Scott Keeney (former director) was appointed on May 8, 2016 and resigned on January 10, 2022.
- (9) Consulting fees paid to a holding company controlled by the NEO.
- (10) Bonus: Mr. Vinokurov's annual bonus target of fifty percent (50%) of the current base compensation and any subsequent increases in compensation, shall be guaranteed for the years 2022 and 2023. Commencing in 2024, the Parties shall meet, on or before January 31 of each year, to finalize and approve annual bonus targets to be fixed annually, provided that if no such targets are fixed the then current year targets will remain in effect until adjusted.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each director and NEO by the Company or one of its subsidiaries in the year ended January 31, 2023 for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

Name and position	Type of compensation security ⁽¹⁾	Number of compensation securities, number of underlying securities, and percentage of class ⁽²⁾⁽³⁾	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry Date
David Vinokurov CEO, President and Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	NIL	N/A	N/A	N/A	N/A	N/A
Lyle Strachan CFO	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	NIL	N/A	N/A	N/A	N/A	N/A
Philip (Zhengquan) Chen Chairman & Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	NIL	N/A	N/A	N/A	N/A	N/A
Tristan Brett Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	NIL	N/A	N/A	N/A	N/A	N/A
Andra Enescu Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	NIL	N/A	N/A	N/A	N/A	N/A

- (1) "Compensation Securities" includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.
- (2) As of January 31, 2023, the NEO's and directors held the following number of Options (each one Option being exercisable to acquire one (1) common share of the Company): David Vinokurov – 2,660,667 Options; Lyle Strachan – 300,000 Options; Philip (Zhengquan) Chen – 1,990,001 Options; Tristan Brett – 265,000 Options; and Andra Enescu – 300,000.
- (3) As of January 31, 2023, the NEO's and directors held no restricted stock units.

Exercise of Compensation Securities by Directors and NEOs

The following table discloses details regarding each exercise of Compensation Securities by a director or NEO during the year ended January 31, 2023. (No Compensation Securities were exercised)

Exercise of Compensation Securities by Directors and NEOs							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
David Vinokurov CEO, President and Director	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	N/A	N/A	N/A	N/A	N/A	N/A
Lyle Stachan CFO	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	N/A	N/A	N/A	N/A	N/A	N/A
Philip (Zhengquan) Chen Chairman & Director	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	N/A	N/A	N/A	N/A	N/A	N/A
Tristan Brett Director	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	N/A	N/A	N/A	N/A	N/A	N/A
Andra Enescu Director	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
	Restricted Stock Units	N/A	N/A	N/A	N/A	N/A	N/A

Stock Option Plans and Other Incentive Plans

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. A copy of the Current Plan is available for review at the Company’s offices.

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.

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.

Restricted Share Unit Plan (“RSU Plan”)

Shares Subject to the Restricted Share Unit RSU Plan

The Company’s RSU Plan was adopted by the Board on December 1, 2022.

The purpose of the RSU Plan is to:

Promote and encourage optimum individual contribution to the sustained improvement in the Corporation’s business performance and shareholder value; Motivate Participants to remain with the Corporation and to assist the Corporation to attract additional executive officers and employees with appropriate experience and ability; Provide a compensation system for Participants that is reflective of the responsibility, commitment and risk accompanying their role with the Corporation; and reward Participants for their past efforts for and on behalf of the Corporation and to participate in the future success of the Corporation.

The shares subject to the RSU Plan are the Common Shares of the Corporation. The total number of Common Shares that may be issued under the RSU Plan shall not exceed 15% of the Common Shares, subject to adjustment pursuant to and in accordance with Section 7. All RSUs which have been issued pursuant to an Award which has been cancelled, expired, forfeited or terminated without having been exercised in full or settled by a Cash Payout or a Common Share Payout (and all Common Shares issuable pursuant to such Award) shall be available for purposes of RSUs that may be subsequently granted under the terms of the RSU Plan. No fractional Common Shares shall be issued under the RSU Plan and all fractional interests shall be rounded up to the nearest whole number of Common Shares.

Grant of RSU Awards: The Board or the Committee shall from time to time designate the Participants to whom a grant of RSUs shall be made and shall determine the number of RSUs granted under each Award.

Award Agreement: Upon the grant of an Award, the Corporation will deliver to the Participant selected to receive such Award an Award Agreement dated as of the Award Date, containing the terms of the Award and executed by the Corporation, and upon delivery to the Corporation of the Award Agreement executed by the Participant, the Participant will be an RSU holder (an “**RSU Holder**”) under the RSU Plan and, subject to vesting, have the right to receive on the vesting date a Common Share Payout or, at the Corporation’s option, a Cash Payout on the terms set out in the Award Agreement and in the RSU Plan. No certificates evidencing RSUs shall be issued.

Vesting Date: No RSUs granted pursuant to this RSU Plan may be exercised prior to, and all RSUs granted pursuant to the RSU Plan shall automatically vest and become available for Payout on, the date (the “**Vesting Date**”) or the close of business on the day immediately prior to the effective date of a Change of Control, whichever comes first. The Vesting Date of an Award will be subject to the provisions of section 5.4 of the RSU Plan relating to expiry of the RSUs.

Unless it has previously expired in accordance with Subsection 5.4(2) of the RSU Plan, each Award shall expire on the date that is ten (10) days following the Vesting Date.

If, on or prior to the Vesting Date, the RSU Holder ceases to be a director, officer, employee or consultant of the Corporation or any Affiliated Entity for any reason whatsoever (including, without limitation, termination by the Corporation, voluntary resignation by the Participant, death, disability or retirement), then unless otherwise determined by the Board or the Committee, an Award shall expire immediately and be forfeited and be of no further force and effect as follows:

- (a) Eighty percent (80%) of all RSUs issued under such Award shall expire and be of no further force or effect if the RSU Holder is no longer a director, officer, employee or consultant of the Corporation or one of its Affiliated Entities as of the first anniversary of the grant of such Award;
- (b) Sixty percent (60%) of all RSUs issued under such Award shall expire and be of no further force or effect if the RSU Holder is no longer a director, officer, employee or consultant of the Corporation or one of its Affiliated Entities as of the second anniversary of the grant of such Award;
- (c) Forty percent (40%) of all RSUs issued under such Award shall expire and be of no further force or effect if the RSU Holder is no longer a director, officer, employee or consultant of the Corporation or one of its Affiliated Entities as of the third anniversary of the grant of such Award; and
- (d) Twenty percent (20%) of all RSUs issued under such Award shall expire and be of no further force or effect if the RSU Holder is no longer a director, officer, employee or consultant of the Corporation or one of its Affiliated Entities as of the fourth anniversary of the grant of such Award.

In the event of the death of a Participant, any Vested RSUs granted to the Participant shall be exercisable, in accordance with this Section 5.4, by the person or persons to whom the Participant's rights under such Vested RSUs pass by the Participant's will or the laws of descent and distribution.

General Provisions

The Corporation's obligation to grant Awards or issue RSU Shares under the terms of the RSU Plan is subject to all of the applicable laws, regulations or rules of any governmental regulatory agency or other competent authority in respect of the issuance or distribution of securities, and to the rules of any stock exchange or quotation system on which the Common Shares are then listed or posted for trading. Each RSU Holder shall agree to comply with all such laws, regulations and rules, and to provide to the Corporation any information or undertaking required to comply with all such laws, regulations and rules.

The participation in the RSU Plan of a director, officer, employee or consultant of the Corporation or any of its Affiliated Entities shall be entirely optional and shall not be interpreted as conferring upon a director, officer, employee or consultant of the Corporation or any of its Affiliated Entities any right or privilege whatsoever, except for the rights and privileges set out expressly in the RSU Plan. Neither the RSU Plan nor any act that is done under the terms of the RSU Plan shall be interpreted as restricting the right of the Corporation or any of its Affiliated Entities to terminate the employment of an officer, employee or consultant at any time. For the purposes of the RSU Plan, an RSU Holder shall cease to be an officer, employee or consultant of the Corporation on the date on which the Corporation gives the RSU Holder notice of termination of employment.

No officer, employee or consultant of the Corporation or any of its Affiliated Entities shall acquire the automatic right to be granted RSUs under the terms of the RSU Plan by reason of any previous grant of RSUs under the terms of the RSU Plan.

The RSU Plan does not provide for or constitute a representation, warranty or guarantee in respect of the future Market Value of any Common Shares or any loss or profit that may result from fluctuations in the value of the Common Shares.

The RSU Plan shall be an unfunded obligation of the Corporation. Neither the establishment of the RSU Plan nor the grant of any RSUs or the setting aside of any funds by the Corporation (if, in its sole discretion, it chooses to do so) shall be deemed to create a trust. Legal and equitable title to any funds set aside for the purposes of the RSU Plan shall remain in the Corporation and no Participant shall have security or other interest in such funds. Any funds so set aside shall remain subject to the claims of creditors of the Corporation, present or future. Amounts payable to any Participant under the RSU Plan shall be a general, unsecured obligation of the Corporation.

The Corporation and its Affiliated Entities shall assume no responsibility as regards the tax consequences that participation in the RSU Plan will have for a director, officer, employee or consultant of the Corporation or any of its Affiliated Entities, and such persons are urged to consult their own tax advisors in such regard.

Participants are solely liable for any taxes or penalties which may be payable to the Canada Revenue Agency under the *Income Tax Act* (Canada) or to any other taxation authority in respect of the granting of Awards, any Payout made pursuant to any Vested RSUs, or the sale of any RSU Shares by the RSU Holder.

The Corporation or an Affiliated Entity may withhold or cause to be withheld from any Payout, either under this RSU Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation or any Affiliated Entity will be able to comply with the applicable provisions of any law relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of a Participant. The Corporation or any Affiliated Entity shall also have the right, in its discretion, to satisfy any such withholding tax liability by retaining, acquiring or selling, or directing the Trustee or any other trustee, custodian or administrator to retain, hold, or sell any RSU Shares which would otherwise be provided to a Participant hereunder. The Corporation may, in its sole discretion, condition the grant of an RSU or the distribution of a Payout on the Participant making satisfactory arrangements for the withholding of tax or other required deductions.

The RSU Plan and any RSU granted under the terms of the RSU Plan shall be governed and interpreted according to the laws of the province of British Columbia and the federal laws of Canada applicable thereto.

Employment, Consulting and Management Agreements

The Company has the following employment, consulting, or management agreements with its NEOs as at the year ended January 31, 2023.

The Company entered into an agreement on May 5, 2020, as amended on April 1, 2021, and December 1, 2022, with Mr. Vinokurov's firm, Sniper Capital Corporation whereby the Company shall pay Sniper Capital \$14,400 in exchange for management and consulting services. In addition, the Company will pay Mr. Vinokurov an annual cash bonus comprising 50% of his base compensation earned in Fiscal 2022 and 2023. (See Table of Compensation to NEO's and Directors, excluding compensation securities). Commencing in 2024, the Parties shall meet, on or before January 31 of each year, to finalize and approve annual bonus targets to be fixed annually, provided that if no such targets are fixed the then current year targets will remain in effect until adjusted. The agreement may be terminated by the Company by providing four month's written notice or by Sniper by providing one month's written notice.

The Company entered into an agreement with Zhengquan (Philip) Chen whereby the Company shall pay Mr. Chen \$5,000 per month in exchange for the services of the Company's Chairman of the Board. The agreement may be terminated by the Company by providing three months written notice, or by Mr. Chen by providing three months written notice.

The Company entered into an agreement with Leslie (Lyle) Strachan whereby the Company shall pay Mr. Strachan \$12,500 per month in exchange for the services of the Company's Chief Financial Officer. The agreement may be terminated by the Company by providing 30 days written notice, or by Mr. Strachan by providing 30 days written notice.

Oversight and Description of Director and NEO Compensation

Change in Control

The Management Services Agreement with a company, owned and controlled by the president and CEO of Fandifi Technology Corp., Mr. Vinokurov has a provision for a maximum one-year payout pursuant to a change in control, provided Mr. Vinokurov does not resign as CEO of Fandifi Technology Corp.

The Executive Agreement with Mr. Chen has a provision for a maximum 3-month payout pursuant to a change in control, provided Mr. Chen does not resign as Chairman of Fandifi Technology Corp.

The Management Services Agreement with the CFO of Fandifi Technology Corp., Mr. Strachan has a provision for a one-year payout in case of a change in control.

Compensation of Directors

The Company has no arrangements, standard or otherwise, pursuant to which directors are compensated by the Company for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as a consultant or expert during the financial year ended January 31, 2023, or subsequently, up to and including the date of this Statement of Executive Compensation.

Indebtedness of Directors and NEO's

At no time during the Company's financial year ended January 31, 2022 and 2023, was any director, executive officer, employee, proposed management nominee for election as a director of the Company nor any associate of any such director, executive officer, or proposed management nominee of the Company or any former director, executive officer or employee of the Company or any of its subsidiaries, indebted to the Company or any of its subsidiaries or indebted to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, other than routine indebtedness.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR website located at www.sedar.com under "Company Profiles – Fandifi Technology Corp.". The Company's financial information is provided in the Company's comparative consolidated financial statements and related management discussion and analysis for its financial year ended January 31, 2023, and may be viewed on the SEDAR website at the location noted above.