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**INFORMATION CIRCULAR
as at October 28, 2021**

INTRODUCTION

This information circular (the “**Information Circular**”) accompanies the notice of annual general and special meeting of shareholders (the “**Notice**”) of Carl Data Solutions Inc. (the “**Company**”) and is furnished to holders of common shares (each, a “**Share**”) in the capital of the Company in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the shareholders of the Company (the “**Shareholders**”) to be held at 10:00 a.m. (Vancouver time) on Wednesday, November 24, 2021 or at any adjournment or postponement thereof.

MEETING FORMAT

In order to comply with measures imposed by the federal and provincial governments related to the COVID-19 pandemic and to mitigate risks to the health and safety of our communities, Shareholders and other stakeholders, unless we advise otherwise by way of news release, **the Meeting will be held in virtual-only format. Shareholders will not be able to attend the Meeting in person and the Company will not permit in-person voting at the Meeting. The Company encourages registered shareholders to vote by Proxy in advance of the Meeting in order to have their votes counted. Registered Shareholders may also vote at the Meeting by contacting the Company as set out below. Beneficial Shareholders must complete and submit the VIF that they receive with this Information Circular in advance of the Meeting in order to have their votes counted.** Shareholders may attend the Meeting remotely by contacting the Company by email at cale@carlsolutions.com or by telephone at (604) 209-0034 at least 48 hours before the time and date of the Meeting to obtain a web link that will permit them to attend the Meeting by video conference.

DATE AND CURRENCY

The date of this Information Circular is October 28, 2021. Unless otherwise stated, all amounts herein are in Canadian dollars.

SOLICITATION OF PROXIES

The solicitation will be made by mail and may also be supplemented by telephone or other personal contact to be made without special compensation by directors, officers and employees of the Company. The Company will bear the cost of this solicitation. The Company will not reimburse Shareholders, nominees or agents for the cost incurred in obtaining from their principals authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this Information Circular and related proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses.

APPOINTMENT AND REVOCATION OF PROXY

Registered Shareholders

If you are a Registered Shareholder and wish to have your shares voted at the Meeting, the Company encourages you to submit your vote by proxy. Registered Shareholders may also vote at the Meeting by contacting the Company as set out below. Registered Shareholders may vote by proxy by mail, by telephone or via the Internet by following instructions provided in the form of proxy, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting.

The persons named in the enclosed proxy (the “**Designated Persons**”) are directors and officers of the Company and are proxyholders nominated by management. **A Shareholder has the right to appoint a person other than the Designated Persons named in the enclosed instrument of proxy to represent the Shareholder at the Meeting. To exercise this right, a Shareholder must insert the name of its nominee in the blank space provided. A person appointed as a proxyholder need not be a Shareholder of the Company.**

Proxyholders other than the Designated Persons will be required to identify themselves by notice in writing to the Company by 1:00 p.m. (Vancouver time) on Monday, November 22, 2021 so that the Company can confirm their identity prior to the Meeting and facilitate their voting of the Proxies that they hold at the Meeting. Notice may be provided by mail to Carl Data Solutions Inc. at Suite 488, 1090 West Georgia Street, Vancouver, British Columbia, Canada V6E 3V7 or email to cale@carlsolutions.com. Proxies will not be accepted at the Meeting. All Proxies must be submitted to Computershare by 10:00 a.m. (Vancouver time) on Monday, November 22, 2021 (the “**Proxy Deadline**”).

A Registered Shareholder may revoke a proxy by:

- (a) signing a proxy with a later date and delivering it at the place and within the time noted above;
- (b) signing and dating a written notice of revocation and delivering it to the Company at the address set forth above at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof at which the proxy is to be used, or to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or

- (c) in any other manner provided by law.

Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders, as many Shareholders do not hold their Shares in their own name. Shareholders holding their Shares through banks, trust companies, securities dealers or brokers, trustees or administrators of RRSPs, RRIFFs, RESPs and similar plans or other persons (any one of which is herein referred to as an “**Intermediary**”) or otherwise not in their own name (such Shareholders herein referred to as “**Beneficial Shareholders**”) should note that only proxies deposited by Shareholders appearing on the records maintained by the Company’s transfer agent as Registered Shareholders will be recognized and allowed to vote at the Meeting. If a Shareholder’s Shares are listed in an account statement provided to the Shareholder by a broker, in all likelihood those Shares are **not** registered in the Shareholder’s name and that Shareholder is a Beneficial Shareholder. Such Shares are most likely registered in the name of the Shareholder’s broker or an agent of that broker. In Canada the vast majority of such Shares are registered under the name of CDS & Co., the registration name for The Canadian Depository for Securities, which acts as nominee for many Canadian brokerage firms. Shares held by brokers (or their agents or nominees) on behalf of a broker’s client can only be voted at the Meeting at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting Shares for the broker’s clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate party well in advance of the Meeting.**

Regulatory policies require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholder meetings. Beneficial Shareholders have the option of not objecting to their Intermediary disclosing certain ownership information about themselves to the Company (such Beneficial Shareholders are designated as non-objecting beneficial owners, or “**NOBOs**”) or objecting to their Intermediary disclosing ownership information about themselves to the Company (such Beneficial Shareholders are designated as objecting beneficial owners, or “**OBOs**”).

In accordance with the requirements of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has elected to send the notice of meeting, this Information Circular and a request for voting instructions (a “**VIF**”), instead of a proxy (the notice of Meeting, Information Circular and VIF or proxy are collectively referred to as the “**Meeting Materials**”) indirectly through Intermediaries to the NOBOs and OBOs. The management of the Company does not intend to pay for Intermediaries to forward the Meeting Materials to OBOs. OBOs will not receive the Meeting Materials unless their Intermediaries assume the cost of delivery.

Meeting Materials sent to Beneficial Shareholders are accompanied by a VIF, instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a Beneficial Shareholder is able to instruct the Intermediary (or other Registered Shareholder) how to vote the Beneficial Shareholder’s Shares on the Beneficial Shareholder’s behalf. For this to occur, it is important that the VIF be completed and returned in accordance with the specific instructions noted on the VIF.

The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Shareholders to Broadridge Investor Communication Solutions ("**Broadridge**") in Canada. Broadridge typically prepares a machine-readable VIF, mails these VIFs to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to Broadridge, usually by way of mail, the Internet or telephone. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting by proxies for which Broadridge has solicited voting instructions. A Beneficial Shareholder who receives a Broadridge VIF cannot use that form to vote Shares directly at the Meeting. The VIF must be returned to Broadridge (or instructions respecting the voting of Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Shares voted. If you have any questions respecting the voting of Shares held through an Intermediary, please contact that Intermediary for assistance.

The purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the Shares which they beneficially own. **A Beneficial Shareholder receiving a VIF cannot use that form to vote Shares directly at the Meeting - Beneficial Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Beneficial Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on their behalf, the Beneficial Shareholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Shareholder or their nominee the right to attend and vote at the Meeting as a proxyholder provide that they register in advance with the Company as described in the "Registered Shareholders" section above.

All references to Shareholders in this Information Circular and the accompanying instrument of proxy and notice of Meeting are to Registered Shareholders unless specifically stated otherwise.

VOTING OF SHARES AND EXERCISE OF DISCRETION OF PROXIES

The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder. If the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.

If any amendments or variations to such matters, or any other matters, are properly brought before the Meeting, the proxyholder, if a nominee of management, will exercise its discretion and vote on such matters in accordance with its best judgment.

At the time of printing this Information Circular, management of the Company is not aware that any amendments or variations to existing matters or new matters are to be presented for action at the Meeting.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as disclosed herein, the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of each of the following persons in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors:

- (a) each person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year;
- (b) each proposed nominee for election as a director of the Company; and
- (c) each associate or affiliate of any of the foregoing.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of Shares. As of the record date, determined by the Company's board of directors (the "**Board**") to be the closing of business on October 20, 2021 (the "**Record Date**"), a total of 126,424,783 Shares were issued and outstanding. All Shares are of the same class and each carries the right to one vote. Only those Shareholders of record on the Record Date are entitled to attend and vote at the Meeting.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of the Company.

PRESENTATION OF FINANCIAL STATEMENTS

The annual financial statements of the Company for the financial year ended June 30, 2021, together with the auditor's reports thereon, will be placed before the Meeting. The Company's financial statements are available on the System of Electronic Document Analysis and Retrieval ("**SEDAR**") website at www.sedar.com.

NUMBER OF DIRECTORS

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at five (5). An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management recommends the approval of setting the number of directors of the Company at five (5).

ELECTION OF DIRECTORS

The directors of the Company are elected annually and hold office until the next annual general meeting of the Shareholders or until their successors are elected. The management of the Company proposes to nominate the persons listed below for election as directors of the

Company to serve until their successors are elected or appointed. In the absence of instructions to the contrary, proxies given pursuant to the solicitation by the management of the Company will be voted for the nominees listed in this Information Circular. **Management does not contemplate that any of the nominees will be unable to serve as a director. If any vacancies occur in the slate of nominees listed below before the Meeting, management will exercise discretion to vote the proxy for the election of any other person or persons as directors.**

The following table sets out the names of the nominees for election as directors, the offices they hold within the Company, their occupations, the length of time they have served as directors of the Company, and the number of Shares of the Company and its subsidiaries which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of the notice of meeting:

Name, Province and Country of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years	Periods which Nominee has Served as a Director	Number of Shares Owned ⁽¹⁾
Jean Charles Phaneuf ⁽³⁾ Director and CEO Quebec, Canada	Chief Executive Officer and a director of the Company; Former Chief Executive Officer and a director of Quantum Numbers Corp Inc. from January 2017 to July 2020; Managing Director of Oaklins E Canada from from September 2012 to January 2017.	July 19, 2021 to present	2,750,000 ⁽⁵⁾
Chris Johnston ⁽²⁾⁽⁴⁾ Director and Chairman of the Board British Columbia, Canada	Director of the Company; Professional Civil Engineer and Vice President with Kerr Wood Leidal Associates Ltd., a consulting engineering company since May 1988; former director of FlowWorks Inc. prior to its acquisition by the Company in 2015.	October 13, 2015 to present	911,410 ⁽⁶⁾
Rick Sanderson ⁽²⁾⁽³⁾⁽⁴⁾ Director British Columbia, Canada	Director of the Company; founder, owner, operator at Federation Marketing Services from March 2017 to present; SVP General Manager at MacLaren McCann, an advertising agency, from March 2014 to March 2017.	June 29, 2015 to present	413,800 ⁽⁷⁾
Kevin Ma ⁽²⁾⁽⁴⁾ Director British Columbia, Canada	Chief Financial Officer of the Company from October 2015 to June 2017; Director of the Company from June 2017 to present; Mr. Ma is a partner and co-founder at Calibre Capital Corp., a corporate finance and advisory firm. Mr. Ma currently serves as officer and/or director of several publicly listed and private companies under Calibre Capital's portfolio of clients.	June 21, 2017 to present	698,015 ⁽⁸⁾⁽⁹⁾

Name, Province and Country of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years	Periods which Nominee has Served as a Director	Number of Shares Owned ⁽¹⁾
Vikas Ranjan ⁽³⁾ Director Toronto, Ontario	President of Gravitas Financial Inc. from July 2015 to present; Executive Vice President of Gravitas Financial Inc. from July 2013 to June 2015.	August 27, 2019 to present	842,100 ⁽¹⁰⁾⁽¹¹⁾

(1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at October 28, 2021, based upon information furnished to the Company by the individual directors. Options, warrants or other convertible securities currently exercisable or convertible, or exercisable or convertible within 60 days, are counted as outstanding for computing the percentage of the person holding such options, warrants or other convertible securities, but are not counted as outstanding for computing the percentage of any other person.

(2) Member of the audit committee.

(3) Member of the compensation committee.

(4) Member of the disclosure committee.

(5) This is composed of 500,000 Shares which are registered in the name of 9299-5257 Quebec Inc., a company owned by Jean Charles Phaneuf, and options to purchase 2,300,000 Shares, (i) 1,000,000 Shares at a price of \$0.14 per Share until January 11, 2026, 25% of which vest every three months and (ii) 1,300,000 Shares at a price of \$0.38 per Share until February 11, 2026, 25% of which vest every three months.

(6) Includes 100,000 stock options, each of which is exercisable into one Share at a price of \$0.19 per Share until April 24, 2022 and 150,000 stock options, each of which is exercisable into one Share at a price of \$0.14 per Share until October 14, 2022.

(7) Includes 100,000 stock options, each of which is exercisable into one Share at a price of \$0.19 per Share until April 24, 2022 and 150,000 stock options, each of which is exercisable into one Share at a price of \$0.14 per Share until October 14, 2022.

(8) 230,768 of these Shares are registered in the name of Skanderbeg Financial Advisory Inc. ("**Skanderbeg**"), a company owned by Kevin Ma.

(9) Includes 100,000 stock options, each of which is exercisable into one Share at a price of \$0.19 per Share until April 24, 2022 and 367,247 stock options, each of which is exercisable into one Share at a price of \$0.14 per Share until October 14, 2022.

(10) 192,100 of these Shares are registered in the name of 2286252 Ontario Inc., a company wholly owned by Vikas Ranjan.

(11) Includes 500,000 stock options held by 2286252 Ontario Inc., a company wholly owned by Vikas Ranjan, each of which is exercisable into one Share at a price of \$0.14 per Share until October 14, 2022.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to elect the nominees listed above as directors of the Company. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management recommends the Shareholders to elect each of the nominees listed above as a director of the Company.

Management Cease Trade Orders

On October 1, 2019, The British Columbia Securities Commission (the "**BCSC**"), as principal regulator, issued a management cease-trade order (the "**Chakana MCTO**") against Chakana Copper Corp. ("**Chakana**") in connection with the late filing of Chakana's annual financial statements, management's discussion and analysis and officer's certification for the year ended May 31, 2019. The Chakana MCTO was revoked on November 19, 2019 in connection with the completion of the annual filings. Mr. Kevin Ma was the Chief Financial Officer at the time of the issuance of the Chakana MCTO.

On June 16, 2020, the BCSC, as principal regulator, issued a management cease-trade order (the “**Netcoins MCTO**”) against Netcoins Holdings Inc. (“**Netcoins Holdings**”) in connection with the late filing of Netcoins Holdings’ annual financial statements, management’s discussion and analysis and officer’s certification for the year ended December 31, 2019. The Netcoins MCTO was revoked on July 16, 2020 in connection with the completion of the annual filings. Mr. Kevin Ma was the Chief Financial Officer at the time of the issuance of the Netcoins MCTO.

On May 7, 2019, a cease trade order was issued against Gravitas Financial Inc. (“**Gravitas**”) by the Ontario Securities Commission because of the Company’s failure to file annual financial statements for the financial year ended December 31, 2018, together with the related MD&A and officer certifications (the “2018 Annual Filings”). The cease trade order was removed in connection with the completion of the filing. Mr. Ranjan was the President and Chief Executive Officer of the Company at the time.

Vikas Ranjan was a director and the President of Gravitas Financial Inc. (“**Gravitas**”) when the Ontario Securities Commission (the “**OSC**”) issued a cease trade order against Gravitas on May 6, 2019 for failing to file its annual financial statements, management’s discussion and analysis and related certificates for the year ended December 31, 2018. Gravitas filed its annual financial statements, management’s discussion and analysis and related certificates for the year ended December 31, 2018 on May 21, 2019 and the cease trade order was revoked by the OSC on May 22, 2019. Mr. Ranjan also held these positions when the OSC issued a cease trade order against Gravitas on June 5, 2019 for its failure to file its interim financial statements, management’s discussion and analysis and related certificates for the period ended March 31, 2019. Gravitas filed its interim financial statements, management’s discussion and analysis and related certificates for the period ended March 31, 2019 on June 24, 2019 and the OSC revoked the cease trade order on June 26, 2019.

Other than noted above, no proposed director of the Company

- (a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:
 - (i) was the subject:
 - (A) of a cease trade order;
 - (B) an order similar to a cease trade order; or
 - (C) an order that denied the relevant company access to any exemption under securities legislation for a period of more than 30 consecutive days,
- that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or

- (ii) was subject to:
 - (A) a cease trade order;
 - (B) an order similar to a cease trade order; or
 - (C) an order that denied the relevant company access to any exemption under securities legislation for a period of more than 30 consecutive days,

that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;

- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (c) 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; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable Shareholder in deciding whether to vote for a proposed director.

APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to pass an ordinary resolution to appoint Baker Tilly WM LLP, Chartered Professional Accountants, as the auditors of the Company for the fiscal year ending June 30, 2022 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending June 30, 2022. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Baker Tilly WM LLP was first appointed auditor of the Company on May 15, 2014.

Management recommends the Shareholders to vote in favour of appointing Baker Tilly WM LLP, Chartered Professional Accountants, as the auditors of the Company and authorizing the directors of the Company to fix the remuneration to be paid to the auditors.

STATEMENT OF EXECUTIVE COMPENSATION

General

For the purpose of this Information Circular:

“**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; and

“**Named Executive Officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who served as chief executive officer (“**CEO**”) of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
- (b) each individual who served as chief financial officer (“**CFO**”) of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year, 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 or its subsidiaries, nor acting in a similar capacity, at the end of that financial year.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out details of all payments, grants, awards, gifts and benefits paid or awarded to each director and NEO in the two most recently completed financial years ended June 30, 2021 and June 30, 2020:

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites ⁽¹⁾ (\$)	Value of All Other Compensation (\$)	Total Compensation (\$)
Jean Charles Phaneuf ⁽²⁾ CEO and Director	2021	120,000 ⁽³⁾⁽⁴⁾	52,000 ⁽³⁾	Nil	Nil	Nil	172,000
	2020	N/A	N/A	N/A	N/A	N/A	N/A

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites ⁽¹⁾ (\$)	Value of All Other Compensation (\$)	Total Compensation (\$)
Greg Johnston ⁽⁵⁾ <i>President, Former CEO and Former Director</i>	2021	160,000 ⁽⁶⁾	Nil	Nil	Nil	Nil	160,000
	2020	160,000 ⁽⁶⁾	Nil	Nil	Nil	Nil	160,000
Cale Thomas ⁽⁷⁾ <i>CFO</i>	2021	127,000	Nil	Nil	Nil	Nil	127,000
	2020	72,000	Nil	Nil	Nil	Nil	72,000
Kevin Ma ⁽⁸⁾ <i>Director and Former CFO</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Rick Sanderson ⁽⁹⁾ <i>Director</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Chris Johnston ⁽¹⁰⁾ <i>Director</i>	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Vikas Ranjan ⁽¹¹⁾ <i>Director</i>	2021	19,500 ⁽¹²⁾	Nil	Nil	Nil	Nil	19,500
	2020	6,000 ⁽¹²⁾	Nil	Nil	Nil	Nil	6,000

(1) "Perquisites" include perquisites provided to an NEO or director that are not generally available to all employees and that, in aggregate, are: (a) \$15,000, if the NEO or director's total salary for the financial year is \$150,000 or less, (b) 10% of the NEO or director's salary for the financial year if the NEO or director's total salary for the financial year is greater than \$150,000 but less than \$500,000, or (c) \$50,000 if the NEO or director's total salary for the financial year is \$500,000 or greater.

(2) Jean Charles Phaneuf has been CEO of the Company since January 8, 2021 and a director of the Company since July 19, 2021.

(3) These fees were paid to 9299-5257 Quebec Inc., a company wholly owned by Jean Charles Phaneuf for his services.

(4) Of these fees, \$60,000 plus GST was settled in Shares at a deemed price of \$0.14 per share through the issue of 450,000 Shares.

(5) Greg Johnston was a director of the Company from May 30, 2014 to July 19, 2021, CEO from February 25, 2015 to January 8, 2021 and President since February 25, 2015.

(6) This represents consulting fees paid to BDirect Online Communications Inc., a company owned by Mr. Johnston as compensation for Mr. Johnston's services as President and CEO of the Company. Mr. Johnston did not receive additional compensation for serving as a director of the Company.

(7) Cale Thomas was a director of the Company from January 17, 2014 to June 29, 2015 and the CFO from January 17, 2014 to October 20, 2015. He was again appointed CFO of the Company on February 11, 2019.

(8) Kevin Ma was the CFO of the Company from October 20, 2015 to June 21, 2017 and has been a director of the Company since June 21, 2017.

(9) Rick Sanderson has been a director of the Company since June 29, 2015.

(10) Chris Johnston has been a director of the Company since October 13, 2015.

(11) Vikas Ranjan has been a director of the Company since August 27, 2019.

(12) These were director's fees paid to 2286252 Ontario Inc., a company wholly owned by Vikas Ranjan for his services.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company or any subsidiary thereof in the financial year ended June 30, 2021 for services provided, or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class	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
Jean Charles Phaneuf ⁽¹⁾ <i>CEO and Director</i>	Stock Options	1,000,000/1,000,000/ 9.0%	January 11, 2021	\$0.14	\$0.10	\$0.13	January 11, 2026
	Stock Options	1,300,000/1,300,000/ 11.7%	February 11, 2021	\$0.38	\$0.38	\$0.13	February 11, 2026
Greg Johnston ⁽²⁾ <i>President, Former CEO and Former Director</i>	Stock Options	-	N/A	N/A	N/A	N/A	N/A
Cale Thomas ⁽³⁾ <i>CFO</i>	Stock Options	500,000/500,000/ 4.5%	December 17, 2020	\$0.14	\$0.10	\$0.13	October 14, 2022
Kevin Ma ⁽⁴⁾ <i>Director and former CFO</i>	Stock Options	-	N/A	N/A	N/A	N/A	N/A
Rick Sanderson ⁽⁵⁾ <i>Director</i>	Stock Options	-	N/A	N/A	N/A	N/A	N/A
Chris Johnston ⁽⁶⁾ <i>Director</i>	Stock Options	-	N/A	N/A	N/A	N/A	N/A
Vikas Ranjan ⁽⁷⁾ <i>Director</i>	Stock Options	500,000/500,000/ 4.5%	December 17, 2020	\$0.14	\$0.10	\$0.13	October 14, 2022

* Represents less than 1% of the outstanding stock options.

(1) As of June 30, 2021, Jean Charles Phaneuf held options to purchase (i) 1,000,000 Shares at a price of \$0.14 per Share until January 11, 2026, 25% of which vest every three months and (ii) 1,300,000 Shares at a price of \$0.38 per Share until February 11, 2026, 25% of which vest every three months and no other compensation securities.

(2) As of June 30, 2021, Greg Johnston held options to purchase (i) 200,000 Shares at a price of \$0.19 per Share until April 24, 2022, which vested immediately and (ii) 500,000 Shares at price of \$0.16 per Share until June 8, 2022, which vested immediately and (iii) 1,000,000 Shares at a price of \$0.14 per Share until October 14, 2022, of which 50% vested immediately and 25% vested every 6 months thereafter and no other compensation securities.

(3) As of June 30, 2021, Cale Thomas held options to purchase 500,000 Shares at a price of \$0.14 per Share until October 14, 2022, all of which vested on grant and no other compensation securities.

(4) As of June 30, 2021, Kevin Ma held options to purchase (i) 100,000 Shares at a price of \$0.19 per Share until April 24, 2022, which vested immediately and (ii) 367,247 Shares at a price of \$0.14 per Share until October 14, 2022, of which 50% vested immediately and 25% vested every 6 months thereafter and no other compensation securities.

(5) As of June 30, 2021, Rick Sanderson held options to purchase (i) 100,000 Shares at a price of \$0.19 per Share until April 24, 2022, which vested immediately and (ii) 150,000 Shares at a price of \$0.14 per Share until October 14, 2022, of which 50% vested immediately and 25% vested every 6 months thereafter, and no other compensation securities.

(6) As of June 30, 2021, Chris Johnston held options to purchase (i) 100,000 Shares at a price of \$0.19 per Share until April 24, 2022, which vested immediately and (ii) 150,000 Shares at a price of \$0.14 per Share until October 14, 2022, of which 50% vested immediately and 25% vested every 6 months thereafter, and no other compensation securities.

(7) As of June 30, 2021, Vikas Ranjan, through his wholly owned company, 2286252 Ontario Inc., held options to purchase 500,000 Shares at a price of \$0.14 per Share until October 14, 2022, all of which vested on grant and no other compensation securities.

Exercise of Compensation Securities by Directors and NEOs

There were no exercises of compensation securities by any director or NEO in the financial year ended June 30, 2021.

Stock Option Plans and Other Incentive Plans

The Company's current incentive stock option plan (the "**Current Plan**"), which was last approved by Shareholders on December 4, 2015, 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 percent (10%) of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted. The Current Plan provides that the Board may, from time to time, in its discretion, grant to directors, officers, employees, consultants and other personnel of the Company and its subsidiaries or affiliates, options to purchase Shares. As at the date hereof, there are 11,087,247 options outstanding under the Current Plan.

Under the Current Plan, the Board may from time to time grant to directors, senior officers, employees and consultants of the Company, as the Board shall designate, options to purchase from the Company such number of its Shares as the Board shall designate.

On October 25, 2021, the Board adopted a new Incentive Stock Option Plan (the "**2021 Plan**"). If the 2021 Plan is adopted at the Meeting, no further stock options will be granted under the Current Plan.

At the Meeting, Shareholders will be asked to ratify, confirm and approve the 2021 Plan. See "Particulars of Matters to be Acted Upon – Approval of Incentive Stock Option Plan", below for a summary of the 2021 Plan.

Employment, Consulting and Management Agreements

Other than as described below, the Company is not party to any formal, written employment, consulting or management agreements with any NEO or director.

Pursuant to an Executive Consulting Agreement (the "**CEO Consulting Agreement**") with an effective date of January 2, 2021, between the Company and 9299-5257 Quebec Inc., a company owned by Jean Charles Phaneuf, the CEO of the Company, 9299-5257 Quebec Inc. is paid a monthly consulting fee of \$15,000. The CEO Consulting Agreement provides for a 30-day termination with payment of twelve times the monthly consulting fee on termination. The CEO Consulting Agreement also provides for a \$30,000 signing bonus, a \$25,000 financing bonus and an annual bonus of up to 30% of the total of 12 times the monthly fee.

Pursuant to a Technical and Executive Services Agreement (the "**President Services Agreement**") dated July 1, 2019, between the Company and Greg Johnston, the President, former CEO and former director of the Company, Mr. Johnston is paid a monthly salary of \$13,333.33. The President Services Agreement provides for a 30-day termination with payment of twelve times the monthly salary to Mr. Johnston on termination.

Pursuant to an Executive Consulting Agreement (the “**CFO Consulting Agreement**”) with an effective date of July 1, 2019, between the Company and Cale Thomas, the CFO of the Company, Mr. Thomas was paid a monthly consulting fee of \$6,000. The CFO Consulting Agreement provided for a 30-day termination with payment of twelve times the monthly consulting fee to Mr. Thomas on termination. On July 1, 2020 the Company entered into an amendment to this agreement which increased the monthly consulting fee to \$10,000 and reduced the termination payment to six times the monthly consulting fee.

Oversight and Description of Director and NEO Compensation

The Board has recently created a compensation committee (the “**Compensation Committee**”) consisting of Jean Charles Phaneuf, Vikas Ranjan and Rick Sanderson to undertake all tasks related to developing and monitoring the Company’s approach to the compensation of the Company’s NEOs and directors and making recommendations to the Board. The compensation of the NEOs, directors and the Company’s employees or consultants, if any, is reviewed, recommended and approved by the compensation committee and the Board without reference to any specific formula or criteria. NEOs that are also directors of the Company are involved in discussions relating to compensation, but disclose their interest in, and abstain from voting on, decisions relating to their respective compensation.

The overall objective of the Company’s compensation strategy is to offer short, medium and long-term compensation components to ensure that the Company has in place programs to attract, retain and develop management of the highest calibre, and has in place a process to provide for the orderly succession of management, including receipt on an annual basis of any recommendations of the CEO, if any, in this regard. The Company currently has a short-term compensation component in place, which includes the accrual and/or payment of management fees to certain NEOs, and a long-term compensation component in place, which may include the grant of stock options under the Plan. The Company intends to further develop these compensation components. Although it has not to date, the Board may in the future consider, on an annual basis, an expansion of awards of bonuses to key executives and senior management. The amount and award of such bonuses is expected to be discretionary, depending on, among other factors, the financial performance of the Company and the position of the executive. The Board considers that the payment of such discretionary annual cash bonuses may satisfy the medium-term compensation component.

The objectives of the Company’s compensation policies and procedures are to align the interests of the Company’s employees with the interests of the Shareholders. Therefore, a significant portion of total compensation granted by the Company, being the grant of stock options, is based upon overall corporate performance. The Company relies on Board discussion without formal objectives, criteria and analysis, when determining executive compensation. There are currently no formal performance goals or similar conditions that must be satisfied in connection with the payment of executive compensation.

Pension Plan Benefits

The Company does not have any pension plans that provide for payments or benefits to the NEOs or directors at, following, or in connection with retirement, including any defined benefits plan or any defined contribution plan. The Company does not have a deferred compensation plan with respect to any NEO or director.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLAN

The following table sets out, as of the end of the most recently completed financial year, all required information with respect to compensation plans under which equity securities of the Company are authorized for issuance:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights ⁽¹⁾ (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	11,117,247	\$0.22	1,525,231 ⁽²⁾
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	11,117,247	\$0.22	1,525,231

(1) The Company does not have any warrants or rights outstanding under any equity compensation plans.

(2) The Plan is a rolling stock option plan under which the Company can issue such number of options as is equal to 10% of the Company's issued and outstanding Shares from time to time. As of June 30, 2021, there were 126,424,783 Shares outstanding and the Company could issue up to 12,642,478 options to acquire Shares on such date.

CORPORATE GOVERNANCE

Board of Directors

The Board presently has five directors, three of whom are independent. The definition of independence used by the Company is that used by the Canadian Securities Administrators, which is set out in Section 1.4 of National Instrument 52-110 *Audit Committees* ("NI 52-110"). A director is independent if he has no direct or indirect material relationship to the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of the director's independent judgment. Certain types of relationships are by their nature considered to be material relationships and are specified in Section 1.4 of NI 52-110.

Rick Sanderson, Kevin Ma and Vikas Ranjan are considered to be independent directors. Jean Charles Phaneuf is not considered to be independent as he is the CEO of the Company. Chris Johnston is not considered to be independent as he is the brother of Greg Johnston, President of the Company.

The Board believes that the principal objective of the Company is to generate economic returns with the goal of maximizing Shareholder value, and that this is to be accomplished by the Board through its stewardship of the Company. In fulfilling its stewardship function, the Board's responsibilities include strategic planning, appointing and overseeing management, succession planning, risk identification and overseeing financial and corporate issues. Directors are involved in the supervision of management.

The Company has not developed written position descriptions for the CEO and the CFO. Pursuant to the *Business Corporations Act* (British Columbia), directors must declare any interest in a material contract or transaction or a proposed material contract or transaction. Further, the independent members of the Board meet independently of management members when warranted. During the most recently completed financial year, the Board met 4 times and all members of the Board were in attendance at each meeting and the independent directors did not meet without the non-independent members of the Board in attendance.

Other Directorships

The directors of the Company are also directors of the following other reporting issuers:

Current Director / Nominee	Other Directorships of other Reporting Issuers
Jean Charles Phaneuf	None
Chris Johnston	None
Rick Sanderson	None
Kevin Ma	Link Global Technologies Inc., Kalo Gold Corp., Kenadyr Metals Corp. and Black Shield Metals Corp.
Vikas Ranjan	The Mint Corp., Alset Capital Inc., Gravitas Financial Inc., Must Capital Corp. and Comprehensive Healthcare Systems Inc.

Orientation and Continuing Education

New directors of the Company are provided with a package of pertinent information about the Company which includes written information about the duties and obligations of directors, the business and operations of the Company and documents from recent board meetings. Specific details of the orientation of each new director are tailored to that director's individual needs and areas of interest.

The Company also provides continuing education to directors by way of management presentations to ensure that their knowledge and understanding of the Company's business remains current. The Company's financial and legal advisers are also available to the Company's directors.

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.

Nomination of Directors

The Company does not have a formal process or committee for proposing new nominees for election to the Board. The nominees proposed are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members.

Compensation

The Compensation Committee conducts reviews with regard to the compensation of the directors and the CEO once a year. The Compensation Committee makes its recommendations to the Board, which has the authority on such compensation by considering the nature of the services provided by the respective directors and the CEO. The Compensation Committee currently consists of Jean Charles Phaneuf, Vikas Ranjan and Rick Sanderson. Vikas Ranjan and Rick Sanderson are considered independent.

Other Board Committees

The Board has recently established a Compensation Committee and a disclosure committee, but these committees have not taken any actions as of the date of this Information Circular.

Assessments

The Board monitors the adequacy of information given to directors, communications between the Board and management, and the strategic direction and processes of the Board and its committees.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITORS

General

The Audit Committee is a standing committee of the Board, the primary function of which is to assist the Board in fulfilling its financial oversight responsibilities, which will include monitoring the quality and integrity of the Company's financial statements and the independence and performance of the Company's external auditor, acting as a liaison between the Board and the Company's external auditor, reviewing the financial information that will be publicly disclosed and reviewing all audit processes and the systems of internal controls management and the Board have established.

Audit Committee Charter

The Board has adopted an Audit Committee Charter, which sets out the Audit Committee's mandate, organization, powers and responsibilities. The Audit Committee Charter is attached as Schedule "A" to this Information Circular.

Composition

As the Shares are listed on the Canadian Securities Exchange (the "Exchange"), the Company is categorized as a venture issuer. As a result, the Company is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) of NI 52-110.

The Company's Audit Committee is comprised of three directors: Kevin Ma, Chris Johnston and Rick Sanderson. The table below sets out information with respect to the current members of the Audit Committee:

Name of Member	Independent ⁽¹⁾	Financially Literate ⁽²⁾
Kevin Ma	Yes	Yes
Chris Johnston	No ⁽³⁾	Yes
Rick Sanderson	Yes	Yes

⁽¹⁾ A member of the Audit Committee is independent if they have no direct or indirect 'material relationship' with the Company. A material relationship is a relationship which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment. An executive officer of the Company, such as the President or Chairman, is deemed to have a material relationship with the Company.

⁽²⁾ A member of the Audit Committee is financially literate if they have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

⁽³⁾ Chris Johnston is a brother of Greg Johnston, President of the Company.

Relevant Education and Experience

Kevin Ma, a CPA, CA, is currently a partner of Calibre Capital Corp., a corporate finance advisory firm, acts as executive officers for several publicly listed companies and has over 16 years of financial management and public company experience. Mr. Ma holds a Bachelor of Arts from the University of British Columbia and a Diploma in Accounting from the University of British Columbia. Mr. Ma currently serves on the board of directors of several publicly listed companies. See "Corporate Governance - Other Directorships" above. Mr. Ma's education and experience has provided him with an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as a member of the Audit Committee.

Chris Johnston received his Bachelor of Applied Science in Civil Engineering from the University of British Columbia in 1988. He is a Professional Engineer (BC, AB) with over 29 years of experience in the civil engineering and infrastructure management industry. As Vice President of Kerr Wood Leidal Associates Ltd. Consulting Engineers in Vancouver, leading their business development and project innovation, he is involved in project budgeting and financial and cost benefit analysis. In addition, his experience as a founder and past director of FlowWorks Inc. gives him a wealth of practical experience with respect to the Company's largest operating subsidiary.

Rick Sanderson has a Diploma in Advertising and Marketing from Sheridan College. Mr. Sanderson has over 36 years of experience in the marketing and advertising industry. He presently owns and operates a marketing services consultancy, Federation Marketing Services, which commenced operations in March 2017. Previous to this, he served as SVP General Manager of MacLaren McCann from 2014 to 2017 after his post as Marketing Director at Global Relay, a market leader in compliance messaging, archiving and message management software. Mr. Sanderson also served as a general manager of Omnicom Media Group Vancouver and Media Manager of TBWA\|Vancouver, two large global media and advertising agencies. Prior to his 26-year stay in Vancouver, he worked in Toronto for a number of agencies, including MacLaren McCann working on brands such as Coca-Cola, Procter & Gamble and HSBC.

Audit Committee Oversight

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

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemptions in Sections 2.4, 6.1.1(4), 6.1.1(5), or 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 (*De Minimis Non-audit Services*) 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 financial year in which the non-audit services were provided. Sections 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), 6.1.1(5) (*Events Outside Control of Member*) and 6.1.1(6) (*Death, Incapacity or Resignation*) provide exemptions from the requirement that a majority of the members of the Company's Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company. Part 8 (*Exemptions*) permits a company to apply to a securities regulatory authority or regulator for an exemption from the requirements of National Instrument 52-110 in whole or in part.

Pre-Approval Policies and Procedures

The Audit Committee Charter provides that the Audit Committee will pre-approve all non-audit services to be provided by the Company's external auditor.

External Auditor Service Fees (By Category)

Financial Year Ended	Audit Fees ⁽¹⁾	Audit Related Fees ⁽²⁾	Tax Fees⁽³⁾	All Other Fees ⁽⁴⁾
June 30, 2021	\$52,000	\$Nil	\$5,700	\$Nil
June 30, 2020	\$49,800	\$Nil	\$Nil	\$Nil

⁽¹⁾ The aggregate fees billed by the Company's auditor for audit fees.

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

Exemption

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.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

No current or former director, executive officer, proposed nominee for election to the Board, or associate of such persons is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or any of its subsidiaries.

No indebtedness of current or former director, executive officer, proposed nominee for election to the Board, or associate of such persons is, or at any time since the beginning of the most recently completed financial year 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.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no:

- (a) director, proposed director or executive officer of the Company;
- (b) person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company or a combination of both, carrying more than 10 percent of the voting rights attached to all outstanding voting securities of the Company;
- (c) associate or affiliate of any of the foregoing person or company; and
- (d) director or executive officer of the foregoing person or company,

has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except for any interest arising from the ownership of securities of the Company where such person or company receives no extra or special benefit or advantage not shared on a proportionate basis by all holders of the same class of securities.

MANAGEMENT CONTRACTS

There are no management functions of the Company or its subsidiaries which are to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

Approval of Stock Option Plan

The Company's current stock option plan is the Current Plan which 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 percent (10%) of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted.

On October 25, 2021, the Board adopted the 2021 Plan. If the 2021 Plan is adopted at the Meeting, no further options will be granted under the Plan.

The Company is seeking Shareholder approval of the 2021 Plan at the Meeting. Although Shareholder approval of the 2021 Plan is not required pursuant to the policies of the Exchange, the Board wishes to obtain maximum flexibility with respect to the granting of stock options under the 2021 Plan.

National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106") provides exemptions from the requirement to prepare and file a prospectus in connection with a distribution of securities. As the Company is listed on the Exchange, the Company is classified as an "unlisted reporting issuer" for purposes of the exemption provided in Section 2.24 of NI 45-106 for distributions of securities to employees, executive officers, directors and consultants of the Company (the "**Exemption**"). NI 45-106 restricts the use of the Exemption by "unlisted reporting issuers" such as the Company unless the Company obtains Shareholder approval. Specifically, NI 45-106 provides that the Exemption does not apply to a distribution to an employee or consultant of the "unlisted reporting issuer" who is an investor relations person of the issuer, an associated consultant of the issuer, an executive officer of the issuer, a director of the issuer, or a permitted assign of those persons if, after the distribution,

- (a) the number of securities, calculated on a fully diluted basis, reserved for issuance under options granted to
 - (i) related persons, exceeds 10% of the outstanding securities of the issuer, or
 - (ii) a related person, exceeds 5% of the outstanding securities of the issuer, or
- (b) the number of securities, calculated on a fully diluted basis, issued within 12 months to
 - (i) related persons, exceeds 10% of the outstanding securities of the issuer, or
 - (ii) a related person and the associates of the related person, exceeds 5% of the outstanding securities of the issuer.

The term "related person" is defined in NI 45-106 and generally refers to a director or executive officer of the issuer or of a related entity of the issuer, an associate of a director or executive officer of the issuer or of a related entity of the issuer, or a permitted assign of a director or executive officer of the issuer or of a related entity of the issuer. The term "permitted assign" includes a spouse of the person.

In accordance with the requirements of NI 45-106, the Board wishes to provide the following information with respect to the Plan so that the Shareholders may form a reasoned judgment concerning the Plan.

The purpose of the Plan is to advance the interests of the Company by encouraging the directors, officers, employees and consultants of the Company to acquire Shares thereby increasing their proprietary interest in the Company, encouraging them to remain associated with the Company and furnishing them with additional incentive in their efforts on behalf of the Company in the conduct of its affairs.

Under the Plan, the aggregate number of optioned shares that may be issued may not exceed twenty percent (20%) of the number of issued and outstanding Shares at the time of granting of options.

The Board has the discretion to grant options pursuant to the terms of the Plan. Options may be granted to eligible persons, being: directors, executive officers, employees or consultants.

Pursuant to the Plan, the exercise price at the time each option is granted, is subject to the following conditions: (a) if the Shares are listed on a stock exchange, then the exercise price for the options granted will not be less than the minimum prevailing price permitted by such stock exchange; (b) if the Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the exercise price for the options granted will be determined by the Board at the time of granting; and (c) in all other cases, the exercise price shall be determined in accordance with the applicable securities laws and policies of any applicable stock exchange.

The Board shall establish the expiry date for each option at the time such option is granted, subject to the following conditions: (a) the option will expire upon the occurrence of any termination event set out in the Plan; and (b) the expiry date cannot be longer than the maximum exercise period as determined by the applicable securities laws and policies of any applicable stock exchange.

All options granted under the Plan are non-transferable and non-assignable.

Options will expire immediately upon the optionee leaving his or her employment/office except that:

- (a) in the case of death of an optionee, any vested options held by the deceased at the date of death will become exercisable by the optionee's estate until the earlier of one year after the date of death and the date of expiration of the term otherwise applicable to such option;

- (b) options granted to an optionee may be exercised in whole or in part by the optionee for a period of 30 days after the optionee ceases to be employed/provide services but only to the extent that such optionee was vested in the option at the date the optionee ceased to be employed/provide services; and
- (c) in the case of an optionee dismissed from employment/service for cause, such options, whether vested or not, will immediately terminate without right to exercise same.

The Company must obtain approval of the Shareholders other than votes attaching to securities beneficially owned by related persons to whom securities may be issued as compensation or under that plan.

As of the date of this Information Circular, to the Company's knowledge, a total of 8,495,615 Shares are held by officers and directors of the Company and will not be included for the purpose of determining whether Shareholder approval of the 2021 Plan has been obtained.

A copy of the 2021 Plan is attached as Schedule "B" to this Information Circular. A copy of the 2021 Plan is also available free of charge at the office of the Company, Suite 488 - 1090 West Georgia Street, Vancouver, BC V6E 3V7, during normal business hours up to and including the date of the Meeting.

The Board is requesting that Shareholders affirm, ratify and approve the 2021 Plan. Accordingly, at the Meeting, disinterested Shareholders will be asked to approve the following ordinary resolution (the "**Plan Resolution**"), which must be approved by at least a majority of the votes cast by disinterested Shareholders represented in person or by proxy at the Meeting who vote in respect of the Plan Resolution:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF DISINTERSTED SHAREHOLDERS THAT:

1. the Company's Stock Option Plan (the "**Plan**") in the form attached as Schedule "B" to the management information circular of the Company dated as of October 28, 2021, be and is hereby affirmed, ratified and approved;
2. the board of directors of the Company be authorized in its absolute discretion to administer the Plan and amend or modify the Plan in accordance with its terms and conditions and with the policies of the Exchange; 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 or her opinion may be necessary or desirable to give effect to this resolution, including making any amendments to the Plan as may be required by regulatory authorities, without further approval of the shareholders of the Company."

The form of the 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 Plan Resolution.

Management of the Company recommends that disinterested Shareholders vote in favour of the 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 Plan Resolution.

ADDITIONAL INFORMATION

Additional information with respect to the Company is available on the SEDAR website at www.sedar.com. You may request copies of the Company's financial statements and management discussion and analysis by completing the proxy or request card included with the Meeting Materials, in accordance with the instructions therein. Financial information is provided in the Company's comparative annual financial statements and management discussion and analysis for its most recently completed financial year, which are available on SEDAR.

OTHER MATTERS

Other than the above, management of the Company know of no other matters to come before the Meeting other than those referred to in the Notice. If any other matters that are not currently known to management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the Designated Persons named therein to vote on such matters in accordance with their best judgment.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved, and the delivery of it to each Shareholder of the Company entitled thereto and to the appropriate regulatory agencies has been authorized, by the Board.

DATED October 28, 2021.

By Order of the Board of Directors of
CARL DATA SOLUTIONS INC.

"Jean Charles Phaneuf"

Jean Charles Phaneuf
Director and Chief Executive Officer

**SCHEDULE A
AUDIT COMMITTEE CHARTER**



**CARL DATA SOLUTIONS INC.
(the "Company")**

AUDIT COMMITTEE CHARTER

This Charter establishes the composition, the authority, roles and responsibilities and the general objectives of the Company's audit committee, or its Board of Directors (the "**Board**") in lieu thereof (the "**Audit Committee**"). The roles and responsibilities described in this Charter must at all times be exercised in compliance with the legislation and regulations governing the Company and any subsidiaries.

Composition

- (i) *Compliance with Laws.* The Audit Committee and its membership must meet all applicable legal requirements, including, without limitation, those of applicable securities laws, applicable stock exchange and the *Business Corporations Act* (British Columbia).
- (ii) *Number of Members.* The Audit Committee must be comprised of a minimum of three (3) directors of the Company. If the Company is a "venture issuer" (as defined in National Instrument 52-110 *Audit Committees ("NI 52-110")*), then, subject to the exemptions contemplated under NI 52-110, the Audit Committee must be comprised of members, a majority of whom are not executive officers, employees or control persons of the Company or of an affiliate of the Company (as contemplated in the NI 52-110).
- (iii) *Chair.* If there is more than one member of the Audit Committee, members will appoint a chair of the Audit Committee (the "**Chair**") to serve for a term of one (1) year on an annual basis. The Chair may serve as the chair of the Audit Committee for any number of consecutive terms.
- (iv) *Financially Literacy.* All members of the Audit Committee must be financially literate as defined by applicable legislation. If upon appointment a member of the Audit Committee is not financially literate, such member will have a period of three (3) months to acquire the required level of financial literacy.

Meetings

- (i) *Quorum.* The quorum required to constitute a meeting of the Audit Committee is set at a majority of members.
- (ii) *Agenda.* The Chair will set the agenda for each meeting, after consulting with management and the Company's external auditor (the "**Auditor**"). Agenda materials such as draft financial statements must be circulated to all Audit Committee members a reasonable time in advance of each meeting in order for members to have time to review the materials prior to the meeting.
- (iii) *Notice to Auditor.* The Auditor will be provided with notice as necessary of any Audit Committee meeting, will be invited to attend each such meeting and will receive an opportunity to be heard at those meetings on matters related to the Auditor's duties.
- (iv) *Minutes.* Minutes of the Audit Committee meetings will be accurately recorded, with such minutes recording the decisions reached by the committee.

Roles and Responsibilities

The roles and responsibilities of the Audit Committee include the following:

External Auditor

The Audit Committee will:

- (i) *Selection of the Auditor.* Select, evaluate and recommend the Auditor to the Board for shareholder approval, to examine the Company's accounts, controls and financial statements.
- (ii) *Scope of Work.* Evaluate, prior to the annual audit of the Company's financial statements, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.
- (iii) *Compensation.* Recommend to the Board the compensation to be paid to the Auditor.
- (iv) *Replacement of Auditor.* If necessary, recommend the replacement of the Auditor to the Board.
- (v) *Approve Non-Audit Related Services.* Pre-approve all non-audit services to be provided by the Auditor.
- (vi) *Responsibility for Oversight.* Oversee the work of the Auditor, who must report directly to the Audit Committee.
- (vii) *Resolution of Disputes.* Assist with resolving any disputes between the Company's management and the Auditor regarding financial reporting.

Financial Statements and Financial Information

The Audit Committee will:

- (i) *Review Audited Financial Statements.* Review the Company's audited financial statements, discuss those statements with management and with the Auditor, and if appropriate, recommend their approval to the Board.
- (ii) *Review Interim Financial Statements.* Review and discuss with management the Company's interim financial statements, and if appropriate, recommend their approval to the Board.
- (iii) *MD&A, Annual and Interim Earnings Press Releases, Audit Committee Reports.* Review management's discussion and analysis, interim and annual press releases, and Audit Committee reports before the Company publicly discloses such information.
- (iv) *Auditor Reports and Recommendations.* Review and consider any significant reports and recommendations issued by the Auditor, together with management's response, and the extent to which recommendations made by the Auditor have been implemented.

Risk Management, Internal Controls and Information Systems

The Audit Committee will:

- (i) *Internal Controls.* Review with management and the Auditor the general policies and procedures used by the Company with respect to internal accounting and financial controls, and remain informed, through communications with the Auditor, of any weaknesses in internal controls that could cause errors or deficiencies in financial reporting or deviations from the accounting policies of the Company or from applicable laws or regulations.
- (ii) *Financial Management.* Periodically review the team in place to carry out financial reporting functions, circumstances surrounding the departure of any officers in charge of financial reporting, and the appointment of individuals in such functions.
- (iii) *Accounting Policies and Practices.* Review management's plans regarding any changes in accounting practices or policies and the financial impact thereof.
- (iv) *Litigation.* Review with the Auditor and the Company's legal counsel any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Company and the manner in which these matters are being disclosed in the Company's financial statements.
- (v) *Other.* Discuss with management and the Auditor correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Company's financial statements or disclosure.

Complaints

- (i) *Accounting, Auditing and Internal Control Complaints.* Establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters.
- (ii) *Employee Complaints.* Establish a procedure for the confidential transmittal on condition of anonymity by the Company's employees of concerns regarding questionable accounting or auditing matters.

Authority

- (i) *Auditor.* The Auditor, and any internal auditor hired by the company, will report directly to the Audit Committee.
- (ii) *Independent Advisors.* The Audit Committee may, at the Company's expense and without the approval of management, retain the services of independent legal counsel and any other advisors it deems necessary to carry out its duties and set and pay the monetary compensation of such advisors.

Reporting

The Audit Committee will report to the Board on:

- (i) the independence of the Auditor;
- (ii) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;
- (iii) the reappointment and termination of the Auditor;
- (iv) the adequacy of the Company's internal controls and disclosure controls;
- (v) the Audit Committee's review of the Company's financial statements, both annual and interim;
- (vi) the Audit Committee's review of the management's discussion and analysis, both annual and interim;
- (vii) the Company's compliance with legal and regulatory matters to the extent they affect its financial statements; and
- (viii) all other material matters dealt with by the Audit Committee.

SCHEDULE B

CARL DATA SOLUTIONS INC. INCENTIVE STOCK OPTION PLAN

Part 1 INTERPRETATION

- 1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings:
- (a) “**Affiliate**” means a company that is a parent or Subsidiary of the Company, or that is controlled by the same person as the Company;
 - (b) “**Board**” means the board of directors of the Company or any committee thereof duly empowered and authorized to grant Options under this Plan;
 - (c) “**Change of Control**” means the occurrence of any one of the following events:
 - (i) there is a report filed with any securities commission or securities regulatory authority in Canada, disclosing that any offeror (as the term “offeror” is defined in Section 1.1 of Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids*) has acquired beneficial ownership of, or the power to exercise control or direction over, or securities convertible into, any shares of capital stock of any class of the Company carrying voting rights under all circumstances (the “**Voting Shares**”), that, together with the offeror’s securities would constitute Voting Shares of the Company representing more than 50% of the total voting power attached to all Voting Shares of the Company then outstanding,
 - (ii) there is consummated any amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company: (1) in which the Company is not the continuing or surviving corporation, or (2) pursuant to which any Voting Shares of the Company would be reclassified, changed or converted into or exchanged for cash, securities or other property, other than (in each case) an amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company in which the holders of the Voting Shares of the Company immediately prior to such amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction have, directly or indirectly, more than 50% of the Voting Shares of the continuing or surviving corporation immediately after such transaction,

- (iii) any person or group of persons shall succeed in having a sufficient number of its nominees elected as directors of the Company such that such nominees, when added to any existing directors of the Company, will constitute a majority of the directors of the Company, or
- (iv) there is consummated a sale, transfer or disposition by the Company of all or substantially all of the assets of the Company,

provided that an event shall not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Company's organization or to create a holding company, partnership or trust that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such event;

- (d) "**Company**" means Carl Data Solutions Inc.;
- (e) "**Consultant**" means an individual or Consultant Company, other than an Employee, Director or Officer, that:
 - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate, other than services provided in relation to a distribution of securities,
 - (ii) provides such services under a written contract between the Company or an Affiliate,
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate, and
 - (iv) has a relationship with the Company or an Affiliate that enables the individual to be knowledgeable about the business and affairs of the Company;
- (f) "**Consultant Company**" means for an individual Consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (g) "**CSE**" means the Canadian Securities Exchange;
- (h) "**Director**" means a director of the Company or a Subsidiary;
- (i) "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent the Optionee from permanently:

- (i) being employed or engaged by the Company, an Affiliate or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or an Affiliate, or
- (ii) acting as a director or officer of the Company or an Affiliate,

and "**Date of Disability**" means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;

- (j) "**Eligible Person**" means a bona fide Director, Officer, Employee or Consultant, or a corporation wholly owned by such Director, Officer, Employee or Consultant;
- (k) "**Employee**" means:
 - (i) an individual who is considered an employee of the Company or an Affiliate under the Income Tax Act (and for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Company or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or 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 Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;
- (l) "**Exchange**" means the CSE or any other stock exchange on which the Shares are listed for trading;
- (m) "**Exchange Policies**" means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;
- (n) "**Exercise Price**" means the amount payable per Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (o) "**Expiry Date**" means 5:00 p.m. (Vancouver time) on the day on which an Option expires as specified in the Option Agreement therefor or in accordance with the terms of this Plan;
- (p) "**Grant Date**" for an Option means the date of grant thereof by the Board;

- (q) **"Income Tax Act"** means the *Income Tax Act* (Canada), as amended from time to time;
- (r) **"Insider"** has the meaning ascribed thereto in the Securities Act;
- (s) **"Investor Relations Activities"** means any activities or communications, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
 - (i) the dissemination of information or preparation of records in the ordinary course of business of the Company:
 - (A) to promote the sale of products or services of the Company, or
 - (B) to raise public awareness of the Company,that cannot reasonably be considered to promote the purchase or sale of securities of the Company,
 - (ii) activities or communications necessary to comply with the requirements of:
 - (A) applicable Securities Laws,
 - (B) the Exchange, or
 - (C) the bylaws, rules or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Company; or
 - (iii) activities or communications that may be otherwise specified by the Exchange;
- (t) **"Option"** means the right to purchase Shares granted hereunder to an Eligible Person;
- (u) **"Option Agreement"** means the stock option agreement between the Company and an Eligible Person whereby the Company provides notice of grant of an Option to such Eligible Person;
- (v) **"Optioned Shares"** means Shares that may be issued in the future to an Eligible Person upon the exercise of an Option;
- (w) **"Optionee"** means the recipient of an Option hereunder, their heirs, executors and administrators;
- (x) **"Officer"** means any senior officer of the Company or an Affiliate;

- (y) “**Plan**” means this incentive stock option plan, as amended from time to time;
 - (z) “**Securities Act**” means the *Securities Act* (British Columbia), as amended from time to time;
 - (aa) “**Securities Laws**” means the applicable acts, policies, bylaws, rules and regulations of the securities commissions governing the granting of Options by the Company, as amended from time to time;
 - (bb) “**Shares**” means the common shares in the capital of the Company, provided that, in the event of any adjustment pursuant to Section 4.7, “Shares” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment; and
 - (cc) “**Subsidiary**” has the meaning ascribed thereto in the Securities Act.
- 1.2 Gender. Throughout this Plan, whenever the singular or masculine or neuter is used, the same shall be construed as meaning the plural or feminine or body politic or corporate, and vice-versa as the context or reference may require.
- 1.3 Currency. Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.
- 1.4 Interpretation. This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

Part 2 PURPOSE

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

Part 3 GRANTING OF OPTIONS

- 3.1 Establishment of Plan. This Plan is hereby established to recognize contributions made by Eligible Persons and to create an incentive for their continuing assistance to the Company and its Affiliates.
- 3.2 Eligibility. Options to purchase Shares may be granted hereunder to Eligible Persons from time to time by the Board.

- 3.3 Options Granted Under the Plan. All Options granted under the Plan will be evidenced by an Option Agreement in such form determined by the Board setting forth the number of Optioned Shares, the term of the Option, the vesting terms, if any, the Exercise Price and such other terms as determined by the Board.
- 3.4 Terms Incorporated. Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Agreement made hereunder. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan shall govern.
- 3.5 Limitations on Shares Available for Issuance. Unless authorized by the shareholders of the Company in accordance with applicable Securities Laws, the number of Shares reserved for issuance under this Plan, together with all of the Company's other previously established or proposed stock options, stock option plans, employee stock purchase plans or any other compensation or incentive mechanisms involving the issuance or potential issuance of Shares, as applicable, shall not exceed 20% of the total number of issued Shares of the Company (calculated on a non-diluted basis) at the time an Option is granted.
- 3.6 Options Not Exercised. In the event an Option granted under the Plan expires unexercised, is terminated or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be available again for a grant under this Plan.
- 3.7 Acceleration of Unvested Options. If there is a Change of Control, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full.
- 3.8 Powers of the Board. The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:
- (a) allot Shares for issuance in connection with the exercise of Options;
 - (b) grant Options hereunder;
 - (c) subject to appropriate shareholder and regulatory approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the written consent of all applicable Optionees, alter or impair any Option previously granted under the Plan;
 - (d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and

- (e) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Eligible Persons (before a particular Option is granted) subject to the other terms hereof.

Part 4
TERMS AND CONDITIONS OF OPTIONS

- 4.1 Exercise Price. The Board shall establish the Exercise Price at the time each Option is granted, subject to the following conditions:
 - (a) if the Shares are listed on an Exchange, then the Exercise Price for the Options granted will not be less than the minimum prevailing price permitted by the Exchange;
 - (b) if the Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the Exercise Price for the Options granted will be determined by the Board at the time of granting; and
 - (c) in all other cases, the Exercise Price shall be determined in accordance with the applicable Securities Laws and Exchange Policies.

- 4.2 Term of Option. The Board shall establish the Expiry Date for each Option at the time such Option is granted, subject to the following conditions:
 - (a) the Option will expire upon the occurrence of any event set out in Section 4.6 and at the time period set out therein; and
 - (b) the Expiry Date cannot be longer than the maximum exercise period as determined by the applicable Securities Laws and Exchange Policies.

- 4.3 Automatic Extension of Term of Option. The Expiry Date will be automatically extended if the Expiry Date falls within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:
 - (a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information (as defined in applicable Securities Laws and Exchange Policies);
 - (b) the blackout period expires upon the general disclosure of the undisclosed material information and the expiry date of the affected Options is extended to no later than ten (10) business days after the expiry of the blackout period; and
 - (c) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

4.4 Vesting of Options.

- (a) No Option shall be exercisable until it has vested. The Board shall establish a vesting period or periods at the time each Option is granted to an Eligible Person, subject to the compliance with applicable Securities Laws and Exchange Policies.
- (b) If no vesting schedule is specified at the time of grant and the Optionee is not performing Investor Relations Activities, the Option shall vest immediately.

4.5 Non Assignable. Subject to Section 4.6, all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

4.6 Termination of Option. Unless the Board determines otherwise, the Options will terminate in the following circumstances:

- (a) Termination of Services For Cause. If the engagement of the Optionee as a Director, Officer, Employee or Consultant is terminated for cause (as determined by common law), any Option granted hereunder to such Optionee shall terminate and cease to be exercisable immediately upon the Optionee ceasing to be a Director, Officer, Employee or Consultant by reason of termination for cause;
- (b) Termination of Services Without Cause or Upon by Resignation. If the engagement of the Optionee as a Director, Officer, Employee or Consultant of the Company is terminated for any reason other than cause (as determined by common law), disability or death, or if such Director, Officer, Employee, or Consultant resigns, as the case may be, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the date of termination until the date that is the earlier of (i) the Expiry Date, and (ii) the date that is 30 days after the effective date of the Optionee ceasing to be a Director, Officer, Employee or Consultant for such reason or because of such resignation;
- (c) Death. If the Optionee dies, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Optionee to the extent such Option was exercisable and had vested on the date of death until the earlier of (i) the Expiry Date, and (ii) one year after the date of death of such Optionee;
- (d) Disability. If the Optionee ceases to be an Eligible Person due to his Disability, or, in the case of an Optionee that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is one year after the Date of Disability; and

- (e) Changes in Status of Eligible Person. If the Optionee ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Option will not terminate but will continue in full force and effect and the Optionee may exercise the Option until the earlier of (i) the Expiry Date, and (ii) the applicable date set forth in Sections 4.6(a) to 4.6(d) above where the Optionee ceases to be any type of Eligible Person. If the Optionee is an Employee, the Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or an Affiliate.

4.7 Adjustment of the Number of Optioned Shares. The number of Optioned Shares subject to an Option will be subject to adjustment in the events and in the manner following:

- (a) Following the date an Option is granted, the exercise price for and the number of Optioned Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out in this Section 4.7, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board, and any such determination will be binding on the Company, the Optionee and all other affected parties.
- (b) If there is a change in the outstanding 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 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, including the accelerated vesting thereof on conditions the Board deems advisable, and if the Company 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 Optionees as it shall deem advisable.

- (c) If the outstanding Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, in a manner other than as specified in Section 4.6(b), then the Board, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the principle described in Section 4.7, and such adjustments shall be effective and binding upon the Company and the Optionee for all purposes.
- (d) No adjustment provided in this Section 4.7 shall require the Company to issue a fractional share and the total adjustment with respect to each Option shall be limited accordingly.
- (e) The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

Part 5 COMMITMENT AND EXERCISE PROCEDURES

- 5.1 Option Agreement. Upon grant of an Option hereunder, an authorized director, officer or agent of the Company will deliver to the Optionee an Option Agreement detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof.
- 5.2 Manner of Exercise. An Optionee who wishes to exercise his Option, in its entirety or any portion thereof, may do so by delivering:
 - (a) a notice of exercise to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and
 - (b) cash, a certified cheque or a bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.
- 5.3 Subsequent Exercises. If an Optionee exercises only a portion of the total number of his Options, then the Optionee may, from time to time, subsequently exercise all or part of the remaining Options until the Expiry Date.

- 5.4 Delivery of Certificate and Hold Periods. As soon as practicable after receipt of the Notice of Exercise described in Section 5.2 and payment in full for the Optioned Shares being received by the Company, the Company will or will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate issued may bear a legend stipulating any resale restrictions required under applicable Securities Laws and Exchange Policies.
- 5.5 Withholding. The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable requirements of any federal, provincial, local or foreign law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to options (the “**Withholding Obligations**”). The Company may also satisfy any liability for the Withholding Obligations, on such terms and conditions as the Company may determine in its discretion, by:
- (a) requiring an Optionee, as a condition to the exercise of any Options, to make such arrangements as the Company may require so that the Company can satisfy the Withholding Obligations including, without limitation, requiring the Optionee to remit to the Company in advance, or reimburse the Company for, the Withholding Obligations; or
 - (b) selling on the Optionee’s behalf, or requiring the Optionee to sell, Optioned Shares acquired by the Optionee under the Plan, or retaining any amount which would otherwise be payable to the Optionee in connection with any such sale.

Part 6 AMENDMENTS

- 6.1 Amendment of the Plan. The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to shareholder approval, if applicable, and any necessary regulatory approvals. 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.
- 6.2 Amendment of Outstanding Options. The Board may amend any Option with the consent of the affected Optionee and the Exchange, if required, including any shareholder approval required by the Exchange Policies or applicable Securities Laws.
- 6.3 Amendment Subject to Approval. If the amendment of an Option requires shareholder or regulatory 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.

Part 7
GENERAL

- 7.1 Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement. If the Optionee retires, resigns or is terminated from employment or engagement with the Company or Affiliate, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Optioned Shares, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.
- 7.2 Employment and Services. Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.
- 7.3 No Rights as Shareholder. Nothing contained in this Plan nor in any Option granted thereunder shall be deemed to give any Optionee any interest or title in or to any Shares or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option in accordance with the provisions of the Plan and the Option Agreement.
- 7.4 No Representation or Warranty. The Company makes no representation or warranty as to the future market value of Optioned Shares issued in accordance with the provisions of the Plan or to the effect of the Income Tax Act (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to a Optionee. Compliance with applicable Securities Laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.
- 7.5 Other Arrangements. Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approval.
- 7.6 No Fettering of Discretion. The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Company or any of its Affiliates other than as specifically provided for in this Plan.

Part 8
EFFECTIVE DATE OF PLAN

- 8.1 Effective Date. This Plan shall become effective upon its approval by the Board.