

WEB WATCHER SYSTEMS LTD.

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR

AN ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

IN RESPECT OF AN ARRANGEMENT

BETWEEN

WEB WATCHER SYSTEMS LTD.

AND

CDN BVENTURES LTD.

AND

CDN DCORP VENTURES LTD.

AND

CDN WCORP HOLDINGS LTD.

AND

GCORP DISCOVERY LTD.

AND

SCORP ENERGY LTD.

AND

SEBCORP TECHNOLOGY LTD.

December 27, 2014

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Schedule "A"	- Form of Resolutions
Schedule "B"	- Interim Order
Schedule "C"	- Dissent Procedures
Schedule "D"	- <i>Pro-Forma</i> Unaudited Balance Sheet of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp as at September 30, 2014.
Schedule "E"	- Audited Financial Statements and MD&A of Web Watcher for the Year Ended June 30, 2014 and Quarterly Financial Statements and MDA of Web Watcher for the Period Ended September 30, 2014
Schedule "F"	- Letter of Intent between Web Watcher and Northern Vine Canada Inc.
Schedule "G"	- Letter of Intent between Web Watcher and 0990718 B.C. Ltd.
Schedule "H"	- Letter of Intent between Web Watcher and 1016460 B.C. Ltd.
Schedule "I"	- Letter of Intent between Web Watcher and Panamax International Petroleum Inc.
Schedule "J"	- Letter of Intent between Web Watcher and Stompy Bot Productions Inc.
Schedule "K"	- Letter of Intent between Web Watcher and WFS Pharmagreen Inc.
Schedule "L"	- The Arrangement Agreement

**WEB WATCHER SYSTEMS LTD.
500 - 900 West Hastings Street
Vancouver, BC V6C 1E5**

NOTICE OF AN ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

To: The Shareholders of Web Watcher Systems Ltd.

TAKE NOTICE that pursuant to an order of the Supreme Court of British Columbia dated December 19, 2014, an annual and special meeting (the “**Meeting**”) of shareholders (the “**Web Watcher Shareholders**”) of Web Watcher Systems Ltd. (the “**Company**”) will be held in the offices of Computershare Investor Services Inc., 510 Burrard Street, 3rd Floor, Vancouver, British Columbia, on January 29, 2015, at 10:00 a.m. (Vancouver time), for the following purposes:

1. to receive and consider the report of the directors and the financial statements of the Company, together with the auditor’s report thereon, for the financial year ended June 30, 2014;
2. to fix the number of directors at three;
3. to elect directors for the ensuing year;
4. to appoint the auditor for the ensuing year;
5. to approve and ratify the Company’s stock option plan;
6. to consider and, if thought fit, pass, with or without variation, a special resolution approving an arrangement (the “**Plan of Arrangement**”) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the “**Act**”) which involves, among other things, the distribution to the Web Watcher Shareholders shares of Cdn BVentures Ltd. (“**Cdn BVentures**”), Cdn DCorp Ventures Ltd. (“**Cdn DCorp**”), Cdn WCorp Holdings Ltd. (“**Cdn WCorp**”), GCorp Discovery Ltd. (“**GCorp**”), SCorp Energy Ltd. (“**SCorp Energy**”), and SebCorp Technology Ltd. (“**SebCorp**”), currently wholly-owned subsidiaries of the Company, all as more fully set forth in the accompanying management information circular (the “**Circular**”) of the Company;
7. to consider and, if thought fit, pass, with or without variation, an ordinary resolution to approve, ratify and affirm stock option plans for Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp; and
8. to transact such other business as may properly come before the Meeting or at any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that Web Watcher Shareholders who validly dissent from the Plan of Arrangement will be entitled to be paid the fair value of their Web Watcher shares subject to strict compliance with the provisions of the interim order (as set forth herein), the Plan of Arrangement and sections 237 to 247 of the Act. The dissent rights are described in Schedule “C” of the information circular. Failure to comply strictly with the requirements set forth in the Plan of Arrangement and sections 237 to 247 of the Act may result in the loss of any right of dissent.

The information circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice. Also accompanying this notice and the information circular is a form of proxy for use at the Meeting. Any adjourned meeting resulting from an adjournment of the Meeting will be held at a time and place to be specified at the Meeting. Only Web Watcher Shareholders of record at the close of business on December 23, 2014, will be entitled to receive notice of and vote at the Meeting.

Registered Web Watcher Shareholders unable to attend the Meeting are requested to date, sign and return the enclosed form of proxy and deliver it in accordance with the instructions set out in the proxy and in the information circular. If you are a non-registered Web Watcher Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or the other intermediary. Failure to do so may result in your shares of the Company not being voted at the Meeting.

Dated at Vancouver, British Columbia, this 27th day of December, 2014.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ “William Gordon”

William Gordon

President

IN THE SUPREME COURT OF BRITISH COLUMBIA

**RE: ARRANGEMENT AMONG WEB WATCHER SYSTEMS LTD. (THE “PETITIONER”),
CDN BVENTURES LTD., CDN DCORP VENTURES LTD., CDN WCORP HOLDINGS LTD.,
GCORP DISCOVERY LTD., SCORP ENERGY LTD., SEBCORP TECHNOLOGY LTD., AND
THE SHAREHOLDERS OF WEB WATCHER SYSTEMS LTD.**

NOTICE OF HEARING

TO: CDN BVENTURES LTD.

CDN DCORP VENTURES LTD.

CDN WCORP HOLDINGS LTD.

GCORP DISCOVERY LTD.

SCORP ENERGY LTD.

SEBCORP TECHNOLOGY LTD.

SHAREHOLDERS OF WEB WATCHER SYSTEMS LTD.

TAKE NOTICE that a Petition has been filed by Web Watcher Systems Ltd. (the “**Petitioner**”) in the Supreme Court of British Columbia for approval of the plan of arrangement (the “**Arrangement**”), pursuant to the *Business Corporations Act*, S.B.C. 2002, Chapter 57, as amended.

AND FURTHER TAKE NOTICE that by an Interim Order of the Supreme Court of British Columbia, pronounced on December 19, 2014, the Court has given directions as to the calling of annual general and special meeting of the holders of common shares in the capital of the Petitioner (the “**Shareholders**”) for the purpose, *inter alia*, of considering and voting upon the Arrangement and approving the Arrangement.

AND TAKE FURTHER NOTICE that the petition of WEB WATCHER SYSTEMS LTD. dated December 17, 2014 for a Final Order approving the Arrangement and for a determination that the terms and conditions of the Arrangement are fair to the Shareholders shall be heard before the presiding judge in Chambers at the courthouse at 800 Smithe Street, Vancouver, British Columbia on February 4, 2015 at 9:45 a.m. or soon thereafter as counsel may be heard.

A copy of the said petition and other documents in the proceedings will be furnished to any shareholder upon request in writing to the Petitioner at the address of the Petitioner at 500 – 900 West Hastings Street, Vancouver, BC V6C 1E5.

1. Date of hearing

[] The parties have agreed as to the date of the hearing of the petition.

- The parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the petition respondents in accordance with Rule 16-1 (8) (b) of the Supreme Court Civil Rules.
- The petition is unopposed, by consent or without notice.

The date of the hearing has been determined pursuant to the Interim Order.

2. Duration of hearing

- It has been agreed by the parties that the hearing will take[time estimate].....
- The parties have been unable to agree as to how long the hearing will take and
 - (a) the time estimate of the petitioner(s) is 20 minutes, and
 - (b) the time estimate of the petition respondent(s) is minutes.
- The petition respondent(s) has(ve) not given a time estimate.

It is not known whether the matter will be contested and it is estimated by the Petitioner that the hearing will take 20 minutes.

3. Jurisdiction

- This matter is within the jurisdiction of a master.
- This matter is not within the jurisdiction of a master.

Date: December 19, 2014

Signature of
 petitioner lawyer for petitioner(s)
LINAS ANTANAVICIUS

**WEB WATCHER SYSTEMS LTD.
Suite 500-900 West Hastings Street
Vancouver, British Columbia V6C 1E5**

This Circular is furnished in connection with the solicitation of proxies by management of Web Watcher Systems Ltd. for use at an annual and special meeting of shareholders of the Company to be held on January 29, 2015.

Unless the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Glossary of Terms in this Circular.

In considering whether to vote for the approval of the Arrangement, Web Watcher Shareholders should be aware that there are various risks, including those described in the Section entitled "Risk Factors" in this Circular. Web Watcher Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement.

INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS

This Circular contains forward-looking information, which is disclosure regarding possible events, conditions or financial performance that is based on assumptions about future economic conditions and courses of action. Often, but not always, forward-looking information can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "estimates", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases, or statements that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Examples of such forward-looking information in this Circular includes disclosure relating to the following:

- the terms of the Arrangement;
- the shareholder approval requirements;
- the Exchange approval requirements;
- the names of the subsidiaries going forward;
- the inter-corporate relationships of the subsidiaries going forward;
- the securities of the subsidiaries going forward;
- the business and operations of the subsidiaries going forward;
- the pro forma consolidated capitalization of the subsidiaries going forward;
- the funds available to the Company and the subsidiaries and the principal purposes of those funds;
- the principal securityholders of the subsidiaries going forward;
- the directors and officers of the subsidiaries going forward;
- the proposed executive compensation structure of the subsidiaries going forward;
- the escrowed securities of the subsidiaries going forward;
- the auditor of the subsidiaries going forward; and
- the transfer agent and registrar of the subsidiaries going forward.

Actual results and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking information contained in this Circular. The forward-looking information in this Circular is based on a number of assumptions which may prove to be incorrect, including, but not limited to the following:

- general economic conditions;
- the ability of Company to complete the Arrangement;
- the ability of the parties to complete the Arrangement, including obtaining shareholder approval and court approval;
- the ability of the parties to satisfy the requirements of the Exchange;
- the ability of the Company and the subsidiaries to successfully continue operations after the Arrangement; and manage risks associated with their businesses and operations going forward; and
- the ability of the Company and the subsidiaries to obtain necessary financing going forward.

Forward-looking information involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and

SebCorp to be materially different from any future results, performance or achievements expressed or implied by the forward-looking information. Some of these risks, include, but are not limited to the following:

- the parties may not be able to complete the Arrangement on the terms specified in this Circular or at all;
- the parties may not be able to satisfy the requirements of the Exchange;
- the parties will need additional financing going forward, and may not be able to secure such financing on terms acceptable to them;
- the success of the parties depends on the successful implementation of their business plans; and
- the parties are subject to various political, economic and regulatory changes in their respective industries that could force them to modify their business plans.

The factors identified above are not intended to represent a complete list of the factors that could affect the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. Additional risk factors are noted under the heading "Risk Factors" on page 14. The factors identified above are not intended to represent a complete list of the factors that could affect the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp.

Should one or more of these risks or uncertainties materialize, or should assumptions underlying the forward-looking information prove incorrect, actual results, performance or achievement may vary materially from those expressed or implied by the forward-looking information contained in this Circular. These risk factors should be carefully considered and readers are cautioned not to place undue reliance on forward-looking information, which speaks only as of the date of this Circular. All subsequent forward-looking information attributable to the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp herein is expressly qualified in its entirety by the cautionary statements contained in or referred to herein. The Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp do not undertake any obligation to release publicly any revisions to this forward-looking information to reflect events or circumstances that occur after the date of this Circular or to reflect the occurrence of unanticipated events, except as may be required under applicable securities laws.

INFORMATION CONTAINED IN THIS CIRCULAR

The information contained in this Circular is given as at December 27, 2014, unless otherwise noted.

No person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Company.

This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and Web Watcher Shareholders are urged to consult their own professional advisers in connection therewith.

Descriptions in the body of this Circular of the terms of the Arrangement Agreement and the Plan of Arrangement are merely summaries of the terms of those documents. Web Watcher Shareholders should refer to the full text of the Arrangement Agreement and the Plan of Arrangement for complete details of those documents. A copy of the Arrangement Agreement has been filed on SEDAR (www.sedar.com) and the Plan of Arrangement is attached as Schedule "A" to the Arrangement Agreement.

GLOSSARY OF TERMS

The following is a glossary of general terms and abbreviations used in this Circular:

"**Act**" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as may be amended or replaced from time to time;

“Arrangement” means the arrangement under the Arrangement Provisions pursuant to which the Company proposes to reorganize its business and assets, and which is set out in detail in the Plan of Arrangement;

“Arrangement Agreement” means the arrangement agreement dated effective December 9, 2014 between the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, a copy of which is available on SEDAR under the Company’s profile at www.sedar.com, and any amendment(s) or variation(s) thereto;

“Arrangement Provisions” means Part 9, Division 5 of the Act;

“Arrangement Resolution” means the special resolution to be considered by the Web Watcher Shareholders to approve the Arrangement, the full text of which is set out in Schedule “A” to this Circular;

“Assets” means the assets of the Company to be transferred to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp pursuant to the Arrangement, as set out in Schedule “B” of the Arrangement Agreement;

“Beneficial Shareholder” means a Web Watcher Shareholder who is not a Registered Shareholder;

“Board” means the board of directors of the Company;

“Business Day” means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

“Cdn BVentures” means Cdn BVentures Ltd., a private company incorporated under the Act;

“Cdn BVentures Option Plan Resolution” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the Cdn BVentures Option Plan, the full text of which is set out in Schedule “A” to this Circular;

“Cdn BVentures Shareholder” means a holder of Cdn BVentures Shares;

“Cdn BVentures Shares” means the common shares without par value in the authorized share structure of Cdn BVentures, as constituted on the date of the Arrangement Agreement;

“Cdn BVentures Stock Option Plan” means the proposed common share purchase option plan of Cdn BVentures, which is subject to Web Watcher Shareholder approval;

“Cdn DCorp” means Cdn DCorp Ventures Ltd., a private company incorporated under the Act;

“Cdn DCorp Option Plan Resolution” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the Cdn DCorp Option Plan, the full text of which is set out in Schedule “A” to this Circular;

“Cdn DCorp Shareholder” means a holder of Cdn DCorp Shares;

“Cdn DCorp Shares” means the common shares without par value in the authorized share structure of Cdn DCorp, as constituted on the date of the Arrangement Agreement;

“Cdn DCorp Stock Option Plan” means the proposed common share purchase option plan of Cdn DCorp, which is subject to Web Watcher Shareholder approval;

“Cdn WCorp” means Cdn WCorp Holdings Ltd., a private company incorporated under the Act;

“Cdn WCorp Option Plan Resolution” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the Cdn WCorp Option Plan, the full text of which is set out in Schedule “A” to this Circular;

“Cdn WCorp Shareholder” means a holder of Cdn WCorp Shares;

“Cdn WCorp Shares” means the common shares without par value in the authorized share structure of Cdn WCorp, as constituted on the date of the Arrangement Agreement;

“**Cdn WCorp Stock Option Plan**” means the proposed common share purchase option plan of Cdn WCorp, which is subject to Web Watcher Shareholder approval;

“**Circular**” means this management information circular;

“**CSE**” or “**Exchange**” means the Canadian Securities Exchange;

“**Company**” or “**Web Watcher**” means Web Watcher Systems Ltd.;

“**Computershare**” means Computershare Trust Company of Canada;

“**Conversion Factor**” means the number arrived at by dividing the number of issued Web Watcher Shares as of the close of business on the Share Distribution Record Date by 14,403,698;

“**Court**” means the Supreme Court of British Columbia;

“**Dissenting Shareholder**” means a Web Watcher Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Web Watcher Shares in accordance with the Interim Order and the Plan of Arrangement;

“**Dissenting Shares**” means the Web Watcher Shares in respect of which Dissenting Shareholders have exercised a right of dissent;

“**Effective Date**” means the date upon which the Arrangement becomes effective under the Act;

“**Effective Time**” means 10:00 a.m. (Vancouver time) on the Effective Date;

“**Exchange Factor**” means the number arrived at by dividing 14,403,698 by the number of issued Web Watcher Shares as of the close of business on the Share Distribution Record Date;

“**Final Order**” means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“**GCorp**” means GCorp Discovery Ltd., a private company incorporated under the Act;

“**GCorp Option Plan Resolution**” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the GCorp Option Plan, the full text of which is set out in Schedule “A” to this Circular;

“**GCorp Shareholder**” means a holder of GCorp Shares;

“**GCorp Shares**” means the common shares without par value in the authorized share structure of GCorp, as constituted on the date of the Arrangement Agreement;

“**GCorp Stock Option Plan**” means the proposed common share purchase option plan of GCorp, which is subject to Web Watcher Shareholder approval;

“**Interim Order**” means the interim order of the Court pursuant to the Act in respect of the Arrangement dated December 19, 2014, a copy of which is attached to this Circular as Schedule “B”;

“**Intermediaries**” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders;

“**Meeting**” or “**Web Watcher Meeting**” means the annual and special meeting of the Web Watcher Shareholders to be held on January 29, 2015, and any adjournment(s) or postponement(s) thereof;

“**New Shares**” means the new class of common shares without par value which the Company will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Web Watcher Shares;

“**Notice of Meeting**” means the notice of annual and special meeting of the Web Watcher Shareholders in respect of the Meeting;

“**Paid-Up Capital**” means “paid-up capital” as that term is defined in the *Income Tax Act* of Canada;

“**Plan of Arrangement**” means the plan of arrangement attached as Schedule “A” to the Arrangement Agreement, which Arrangement Agreement is available on SEDAR under the Company’s profile at www.sedar.com, and any amendment(s) or variation(s) thereto;

“**Proxy**” means the form of proxy accompanying this Circular;

“**Registered Shareholder**” means a registered holder of Web Watcher Shares as recorded in the shareholder register of the Company maintained by Computershare;

“**Registrar**” means the Registrar of Companies for the Province of British Columbia duly appointed under the Act;

“**SCorp Energy**” means SCorp Energy Ltd., a private company incorporated under the Act;

“**SCorp Energy Option Plan Resolution**” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the SCorp Energy Option Plan, the full text of which is set out in Schedule “A” to this Circular;

“**SCorp Energy Shareholder**” means a holder of SCorp Energy Shares;

“**SCorp Energy Shares**” means the common shares without par value in the authorized share structure of SCorp Energy, as constituted on the date of the Arrangement Agreement;

“**SCorp Energy Stock Option Plan**” means the proposed common share purchase option plan of SCorp Energy, which is subject to Web Watcher Shareholder approval;

“**SebCorp**” means SebCorp Technology Ltd., a private company incorporated under the Act;

“**SebCorp Option Plan Resolution**” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the SebCorp Option Plan, the full text of which is set out in Schedule “A” to this Circular;

“**SebCorp Shareholder**” means a holder of SebCorp Shares;

“**SebCorp Shares**” means the common shares without par value in the authorized share structure of SebCorp, as constituted on the date of the Arrangement Agreement;

“**SebCorp Stock Option Plan**” means the proposed common share purchase option plan of SebCorp, which is subject to Web Watcher Shareholder approval;

“**SEC**” means the United States Securities and Exchange Commission;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

“**Share Distribution Record Date**” means the close of business on the day as determined by the directors of Web Watcher, which date establishes the Web Watcher Shareholders who will be entitled to receive Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares pursuant to this Plan of Arrangement;

“**Tax Act**” means the *Income Tax Act* (Canada), as may be amended, or replaced, from time to time;

“**U.S. Exchange Act**” means the United States *Securities Exchange Act of 1934*, as may be amended, or replaced, from time to time;

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as may be amended, or replaced, from time to time;

“**Web Watcher Options**” means the outstanding stock options, whether or not vested, to acquire Web Watcher Shares;

“**Web Watcher Shares**” means the common shares without par value in the authorized share structure of the Company, as constituted on the date of the Arrangement Agreement;

“**Web Watcher Warrants**” means the common share purchase warrants of Web Watcher outstanding on the Effective

SUMMARY

The following is a summary of the information contained elsewhere in this Circular concerning a proposed reorganization of the Company by way of the Arrangement. Certain capitalized words and terms used in this summary are defined in the Glossary of Terms above. This summary is qualified in its entirety by the more detailed information and financial statements appearing or referred to elsewhere in this Circular and the schedules attached hereto.

The Meeting

The Meeting will be held at the offices of Computershare Investor Services Inc., 510 Burrard Street, 3rd Floor, Vancouver, B.C. on January 29, 2015 at 10:00 a.m. (Vancouver time). At the Meeting, the Web Watcher Shareholders will be asked, to consider and, if thought fit, to pass the Arrangement Resolution approving the Arrangement among the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, SebCorp, and the Web Watcher Shareholders. The Arrangement will consist of the distribution of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to the Web Watcher Shareholders. Web Watcher Shareholders will also be requested to consider and, if thought fit, to pass the Cdn BVentures Option Plan Resolution approving the Cdn BVentures Option Plan, the Cdn DCorp Option Plan Resolution approving the Cdn DCorp Option Plan, the Cdn WCorp Option Plan Resolution approving the Cdn WCorp Option Plan, the GCorp Option Plan Resolution approving the GCorp Option Plan, the SCorp Energy Option Plan Resolution approving the SCorp Energy Option Plan, and the SebCorp Option Plan Resolution approving the SebCorp Option Plan.

By passing the Arrangement Resolution, the Web Watcher Shareholders will also be giving authority to the Board to use its best judgment to proceed with and cause the Company to complete the Arrangement without any requirement to seek or obtain any further approval of the Web Watcher Shareholders.

The Arrangement

Web Watcher's principal business, as a corporate finance service company, is the development of businesses through a process of facilitating funding by taking the businesses public and applying for a stock exchange listing. Web Watcher completed a Plan of Arrangement prior to this Arrangement that received shareholder approval at an annual general and special meeting of Shareholders held on December 19, 2013, and received final approval from the Supreme Court of British Columbia on January 7, 2014. That arrangement was the subject of a Notice of Change in Corporate Structure posted on SEDAR April 3, 2014.

On December 9, 2014, the Company entered into the Arrangement Agreement with its wholly-owned subsidiaries: Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. The purpose of the Arrangement is to allow the Company to divest itself of the Assets, enabling the Company to focus on developing the Corporate Finance Services Business.

After completion of the Arrangement, management of Cdn BVentures intends to implement its business plan to cultivate, develop, and sell medical marijuana products upon obtaining the controlled substance license required by Health Canada to test and compound medical marijuana. After completion of the Arrangement, management of Cdn DCorp intends to implement its business plan to commence mining operations of a high-potential oxide gold project in Ecuador. After completion of the Arrangement, management of Cdn WCorp intends to implement its business plan to the manufacturing, sales, and distribution of ultra-premium bottled water, development of other related product lines. After completion of the Arrangement, management of GCorp intends to implement its business plan to operate a fuel tank farm on Malones Island, Panama. After completion of the Arrangement, SCorp Energy intends to implement its business plan to commence operations as a digital publishing company to publish, market and sell digital games and media online. After completion of the Arrangement, SebCorp intends to implement its business plan to commence the development and sale of certain therapeutic and non-therapeutic hemp and marijuana products, as well as other products, for human and animal use.

The Company believes that the Arrangement offers a number of benefits to its shareholders, including the following:

- i) The Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will serve different markets and are subject to different competitive forces and will require diverse short term and long term strategies.

The separation into seven independent companies, each with its own board of directors, will provide management of each company with a sharper business focus. This will permit the companies to pursue independent business strategies best suited to their business plans, and allow them to pursue opportunities in their respective markets.

- ii) By vesting its interests in the Assets into six subsidiary companies which will become separate reporting entities, the Company will be better able to pursue different specific operating strategies directly on its own, and indirectly through its holdings in the former subsidiaries without being subject to the financial constraints of competing interests.
- iii) After the separation, each company will also have the flexibility to implement its own unique growth strategies, allowing the organizations to refine and refocus their business mix.
- iv) Additionally, because the resulting businesses will be focused on their own separate industries, they will be more readily understood by public investors, allowing the companies to be in a better position to raise capital and align management and employee incentives with the interests of shareholders.

Pursuant to the Arrangement, Web Watcher will transfer the respective Assets to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp in exchange for Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date.

Each Web Watcher Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold a *pro-rata* share of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to be distributed under the Arrangement for each currently held Web Watcher Share. The Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares will be identical in every respect to the present Web Watcher Shares. See "The Arrangement – Details of the Arrangement".

Recommendation and Approval of the Board of Directors

The directors of the Company have concluded that the terms of the Arrangement are fair and reasonable to, and in the best interests of, the Company and the Web Watcher Shareholders. The Board has therefore approved the Arrangement and authorized the submission of the Arrangement to the Web Watcher Shareholders and the Court for approval. The Board recommends that Web Watcher Shareholders vote FOR the approval of the Arrangement. See "The Arrangement – Recommendation of Directors".

Reasons for the Arrangement

The decision to proceed with the Arrangement was based on, among other things, the following primary determinations:

1. the Company was incorporated as a wholly-owned subsidiary of Whitewater Resources Ltd., and became a reporting issuer upon the completion of a share distribution pursuant to a plan of arrangement in August 2013, and the Company's primary focus is carrying on a business development company. When presented with the opportunity to enter into various letters of intent with diverse companies such as Northern Vine Canada Inc., 0990718 B.C. Ltd., 1016460 B.C. Ltd., Panamax International Petroleum Inc., Stompy Bot Productions Inc., and WFS Pharmagreen Inc., management of the Company determined that it would be in the best interests of the Company to proceed with the Arrangement. The transfer of the respective Assets to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will facilitate separate corporate development strategies for the Company moving forward and at the same time enable the Company's shareholders to retain their interest in the Assets moving forward;
2. following the Arrangement, management of the Company will consist of a strong executive team with significant experience, knowledge and connections in the online monitoring and security industry, and management of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be free to focus on developing their respective Assets;

3. the distribution of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to the Web Watcher Shareholders pursuant to the Arrangement will give the Web Watcher Shareholders a direct interest in six new companies that will focus on and pursue the development of diverse businesses such as the cultivation, development and sales of medical marijuana products under license; the development and sale of therapeutic and non-therapeutic products; oil tank farm operations; the manufacture, sale and distribution of ultra-premium bottled glacier water; mining exploration and development; and digital publishing.
4. as a separate company focusing on corporate finance services, the Company will have direct access to broader public and private capital markets and will be able to issue debt and equity to fund its projects and to finance the acquisition and development of any new technology the Company may acquire on a priority basis;
5. as separate companies, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp should have direct access to public and private capital markets and should be able to issue debt and equity to fund improvements and development of their respective Assets and to finance the acquisition and development of any new licenses or technologies they may acquire on a priority basis; and
6. as separate companies, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be able to establish equity based compensation programs to enable them to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

See "The Arrangement – Reasons for the Arrangement".

Conduct of Meeting and Shareholder Approval

The Interim Order provides that in order for the Arrangement to proceed, the Arrangement Resolution must be passed, with or without variation, by at least two-thirds (2/3) of the eligible votes cast with respect to the Arrangement Resolution by Web Watcher Shareholders present in person or by proxy at the Meeting. See "The Arrangement – Shareholder Approval".

Court Approval

The Arrangement, as structured, requires the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order does not constitute approval of the Arrangement or the contents of this Circular by the Court.

The Notice of Hearing for the Final Order is attached to the Notice of Meeting. In hearing the petition for the Final Order, the Court will consider, among other things, the fairness of the Arrangement to the Web Watcher Shareholders. Assuming the Arrangement is approved by the Web Watcher Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) on or after February 4, 2015, at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia, or at such other date and time as the Court may direct. At this hearing, any Web Watcher Shareholder or director, creditor, auditor or other interested party of the Company who wishes to participate or to be represented or who wishes to present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements. See "The Arrangement – Court Approval of the Arrangement".

Income Tax Considerations

Web Watcher Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

Right to Dissent

Web Watcher Shareholders will have the right to dissent from the Arrangement as provided in the Interim Order, the Plan of Arrangement and sections 237 to 247 of the Act. Any Web Watcher Shareholder who dissents will be entitled to be paid in cash the fair value for their Web Watcher Shares held so long as such Dissenting Shareholder: (i) does not vote any of his, her or its Web Watcher Shares in favour of the Arrangement Resolution, (ii) provides to the Company written objection to

the Plan of Arrangement to the Company's head office at 500 - 900 West Hastings Street, Vancouver, BC V6C 1E5, at least two (2) days before the Meeting or any postponement(s) or adjournment(s) thereof, and (iii) otherwise complies with the requirements of the Plan of Arrangement and section 237 to 247 of the Act. See "Right to Dissent".

Stock Exchange Listings

The Web Watcher Shares are currently not listed or posted for trading on any stock exchange in Canada or the United States. There can be no guarantee that the shares of Web Watcher will ever be listed on any stock exchange.

Information Concerning the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp After the Arrangement

Following completion of the Arrangement, the Company will continue to carry on its primary business activities. Each Web Watcher Shareholder will continue to be a shareholder of the Company and on the Share Distribution Record Date will receive its *pro-rata* share of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares (multiplied by the Conversion Factor) to be distributed to such Web Watcher Shareholders under the Arrangement. See "The Company After the Arrangement" for a summary description of the Company assuming completion of the Arrangement, including selected *pro-forma* unaudited financial information for the Company.

Following completion of the Arrangement, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be reporting in the province of British Columbia, and the shareholders of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be the holders of Web Watcher Shares on the Share Distribution Record Date. Cdn BVentures will have all of Web Watcher's interest in the letter of intent with Northern Vine Canada Inc. See "Cdn BVentures After the Arrangement" for a description of the letter of intent with Northern Vine Canada Inc., corporate structure and business, including selected *pro-forma* unaudited financial information of Cdn BVentures assuming completion of the Arrangement. Cdn DCorp will have all of Web Watcher's interest in the letter of intent with 0990718 B.C. Ltd. See "Cdn DCorp After the Arrangement" for a description of the letter of intent with 0990718 B.C. Ltd., corporate structure and business, including selected *pro-forma* unaudited financial information of Cdn DCorp assuming completion of the Arrangement. Cdn WCorp will have all of Web Watcher's interest in the letter of intent with 1016460 B.C. Ltd. See "Cdn WCorp After the Arrangement" for a description of the letter of intent with 1016460 B.C. Ltd., corporate structure and business, including selected *pro-forma* unaudited financial information of Cdn WCorp assuming completion of the Arrangement. GCorp will have all of Web Watcher's interest in the letter of intent with Panamax International Petroleum Inc.. See "GCorp After the Arrangement" for a description of the letter of intent with Panamax International Petroleum Inc., corporate structure and business, including selected *pro-forma* unaudited financial information of GCorp assuming completion of the Arrangement. SCorp Energy will have all of Web Watcher's interest in the letter of intent with Stompy Bot Productions Inc. See "SCorp Energy After the Arrangement" for a description of the letter of intent with Stompy Bot Productions Inc. corporate structure and business, including selected *pro-forma* unaudited financial information of SCorp Energy assuming completion of the Arrangement. SebCorp will have all of Web Watcher's interest in the letter of intent with WFS Pharmagreen Inc.. See "SebCorp After the Arrangement" for a description of the letter of intent with WFS Pharmagreen Inc., corporate structure and business, including selected *pro-forma* unaudited financial information of SebCorp assuming completion of the Arrangement.

Selected Unaudited *Pro-Forma* Financial Information for the Company

The following selected unaudited *pro-forma* financial information for the Company is based on the assumptions described in the notes to the Company's unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule "D". The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	<i>Pro-forma as at September 30, 2014 on completion of the Arrangement</i>
	<u>(unaudited)</u>
Cash and cash equivalents	\$ 463

Subsidiaries.....	-
Total assets	\$ 463
Accounts payable and accrued liabilities.....	\$ 20,937
Due to related parties.....	68,136
Shareholders' equity.....	(88,610)
Total liabilities and shareholders' equity	\$ 463

Selected Unaudited Pro-Forma Financial Information for Cdn BVentures

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Northern Vine Canada Inc. to Cdn BVentures.

The following selected unaudited *pro-forma* financial information for Cdn BVentures is based on the assumptions described in the notes to the Cdn BVentures unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule "D". The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	As of September 30, 2014 (unaudited)	Pro-forma as at September 30, 2014 on completion of the Arrangement (unaudited)
Cash	\$ Nil	100
Letter of intent with Northern Vine Canada Inc.....	Nil	Nil
Total assets	\$ Nil	\$ 100

Selected Unaudited Pro-Forma Financial Information for Cdn DCorp

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with 0990718 B.C. Ltd. to Cdn DCorp.

The following selected unaudited *pro-forma* financial information for Cdn DCorp is based on the assumptions described in the notes to the Cdn DCorp unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule "D". The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	As of September 30, 2014 (unaudited)	Pro-forma as at September 30, 2014 on completion of the Arrangement (unaudited)
Cash	\$ Nil	100
Letter of intent with 0990718 B.C. Ltd.....	Nil	Nil
Total assets	\$ Nil	\$ 100

Selected Unaudited Pro-Forma Financial Information for Cdn WCorp

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with 1016460 B.C. Ltd. to Cdn WCorp.

The following selected unaudited *pro-forma* financial information for Cdn WCorp is based on the assumptions described in the notes to the Cdn WCorp unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule “D”. The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	As of September 30, 2014	<i>Pro-forma</i> as at September 30, 2014 on completion of the Arrangement
	(unaudited)	(unaudited)
Cash	\$ Nil	100
Letter of intent with 1016460 B.C. Ltd.....	Nil	Nil
Total assets	\$ Nil	\$ 100

Selected Unaudited *Pro-Forma* Financial Information for GCorp

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Panamax International Petroleum Inc. to GCorp.

The following selected unaudited *pro-forma* financial information for GCorp is based on the assumptions described in the notes to the GCorp unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule “D”. The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	As of September 30, 2014	<i>Pro-forma</i> as at September 30, 2014 on completion of the Arrangement
	(unaudited)	(unaudited)
Cash	\$ Nil	100
Letter of intent with Panamax International Petroleum Inc.	Nil	Nil
Total assets	\$ Nil	\$ 100

Selected Unaudited *Pro-Forma* Financial Information for SCorp Energy.

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Stompy Bot Productions Inc. to SCorp Energy.

The following selected unaudited *pro-forma* financial information for SCorp Energy is based on the assumptions described in the notes to the SCorp Energy unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule “D”. The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	As of September 30, 2014	<i>Pro-forma</i> as at September 30, 2014 on completion of the Arrangement
	(unaudited)	(unaudited)
Cash	\$ Nil	100
Letter of intent with Stompy Bot Productions Inc.....	Nil	Nil
Total assets	\$ Nil	\$ 100

Selected Unaudited *Pro-Forma* Financial Information for SebCorp

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with WFS Pharmagreen Inc.

The following selected unaudited *pro-forma* financial information for SebCorp is based on the assumptions described in the notes to the SebCorp unaudited *pro-forma* balance sheet as at September 30, 2014, attached to this Circular as Schedule "D". The *pro-forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on September 30, 2014.

	As of September 30, 2014 <hr/> (unaudited)	<i>Pro-forma</i> as at September 30, 2014 on completion of the Arrangement <hr/> (unaudited)
Cash	\$ Nil	100
Letter of intent with WFS Pharmagreen Inc.....	Nil	Nil
Total assets	\$ Nil	\$ 100

Information Concerning the Company After the Arrangement

Following completion of the Arrangement, Web Watcher will continue to be a reporting issuer in the province of British Columbia, and will continue to carry on the business of a start-up business development company. See "Web Watcher After the Arrangement" for a description of the corporate structure and business, including selected *pro-forma* unaudited financial information, of Web Watcher assuming completion of the Arrangement.

Risk Factors

In considering whether to vote for the approval of the Arrangement, Web Watcher Shareholders should be aware that there are various risks, including those described in the Section entitled "Risk Factors" in this Circular. Web Watcher Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of Web Watcher for use at the Meeting, and at any adjournment(s) or postponement(s) thereof.

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors or officers of the Company. The Company will bear all costs of this solicitation. The Company has arranged for Intermediaries to forward the meeting materials to Beneficial Shareholders held of record by those Intermediaries and the Company may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

Currency

In this Circular, except where otherwise indicated, all dollar amounts are expressed in the lawful currency of Canada.

Record Date

The Board has fixed December 23, 2014 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of and to vote at the Meeting. Only Registered Shareholders at the close of business on the Record Date who

either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described herein will be entitled to vote or to have their Web Watcher Shares voted at the Meeting.

Appointment of Proxy holders

The individual(s) named in the accompanying form of proxy are management's representatives. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than the person(s) designated in the Proxy, who need not be a shareholder of the Company, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another proper proxy and, in either case, delivering the completed Proxy by mail to the office of Computershare Trust Company of Canada, Proxy Department, 510 Burrard Street, 2nd Floor, Vancouver, BC, V6C 3B9, not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof.**

Voting by Proxy holder

The person(s) named in the Proxy will vote or withhold from voting the Web Watcher Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Web Watcher Shares will be voted accordingly. The Proxy confers discretionary authority on the person(s) named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

As at the date hereof, the Board knows of no such amendments, variations or other matters to come before the Meeting, other than the matters referred to in the Notice of Meeting. However, if other matters should properly come before the Meeting, the Proxy will be voted on such matters in accordance with the best judgment of the person(s) voting the Proxy.

In respect of a matter for which a choice is not specified in the Proxy, the person(s) named in the Proxy will vote the Web Watcher Shares represented by the Proxy for the approval of such matter.

Registered Shareholders

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so by completing, dating and signing the enclosed form of Proxy and returning it by mail to the Company's transfer agent, Computershare Trust Company of Canada, Proxy Department, 510 Burrard Street, 2nd Floor, Vancouver, BC, V6C 3B9, not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof, or in such other manner as may be provided for in the Proxy.

Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold Web Watcher Shares in their own name. Beneficial Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Company as the registered holders of Web Watcher Shares).

If Web Watcher Shares are listed in an account statement provided to a shareholder by a broker, then in almost all such cases those Web Watcher Shares will not be registered in the shareholder's name on the records of the Company. Such Web Watcher Shares will more likely be registered under the names of the shareholder's broker or an agent of that broker. In the

Canada, the vast majority of such Web Watcher Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

If you are a Beneficial Shareholder:

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities which they own (called "OBOs" for objecting beneficial owners) and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for non – objecting beneficial owners).

The Company is taking advantage of those provisions of National Instrument 54–101 – “Communication of Beneficial Owners of Securities” of the Canadian Securities Administrators, which permits it to deliver proxy–related materials directly to its NOBOs. As a result, NOBOs can expect to receive a scannable voting instruction form (“VIF”). These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile to the number provided in the VIF. In addition, Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Web Watcher Shares represented by the VIFs it receives.

This Circular, with related material, is being sent to both Registered and Beneficial Shareholders. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name and address and information about your Web Watcher Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary who holds your Web Watcher Shares on your behalf.

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

Beneficial Shareholders who are OBOs should carefully follow the instructions of their Intermediary in order to ensure that their Web Watcher Shares are voted at the Meeting.

The form of proxy that will be supplied to Beneficial Shareholders by the Intermediaries will be similar to the Proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on behalf of the Beneficial Shareholder. Most Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. in the United States and Broadridge Financial Solutions Inc., Canada, in Canada (collectively “BFS”). BFS mails a VIF in lieu of a Proxy provided by the Company. The VIF will name the same person(s) as the Proxy to represent Beneficial Shareholders at the Meeting. Beneficial Shareholders have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than the person(s) designated in the VIF, to represent them at the Meeting. To exercise this right, Beneficial Shareholders should insert the name of the desired representative in the blank space provided in the VIF. The completed VIF must then be returned to BFS in the manner specified and in accordance with BFS's instructions. BFS then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Web Watcher Shares to be represented at the Meeting. **If you receive a VIF from BFS, you cannot use it to vote Web Watcher Shares directly at the Meeting. The VIF must be completed and returned to BFS in accordance with its instructions, well in advance of the Meeting in order to have the Web Watcher Shares voted.**

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Web Watcher Shares registered in the name of your Intermediary, you, or a person designated by you, may attend at the Meeting as proxy holder for your Intermediary and vote your Web Watcher Shares in that capacity. If you wish to attend the Meeting and indirectly vote your Web Watcher Shares as proxy holder for your Intermediary, or have a person designated by you to do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the VIF provided to you and return the same to your Intermediary in accordance with the instructions provided by such Intermediary, well in advance of the Meeting.

Alternatively, you can request in writing that your broker send you a legal proxy which would enable you, or a person designated by you, to attend the Meeting and vote your Web Watcher Shares.

Revocation of Proxies

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

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or if the Registered Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the Proxy bearing a later date to Computershare or at the registered office of the Company at 500 - 900 West Hastings Street, Vancouver, BC V6C 1E5, at any time up to and including the last Business Day that precedes the date of the Meeting or, if the Meeting is adjourned or postponed, the last Business Day that precedes any reconvening thereof, or to the Chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the Registered Shareholder's Web Watcher Shares.

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

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

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year—end of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, other than the election of directors, the appointment of the auditor and as may be otherwise set out herein.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no informed person of the Company, proposed director of the Company or any associate or affiliate of an informed person or proposed director, has 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 or any of its subsidiaries.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Outstanding Web Watcher Shares

The Company is authorized to issue an unlimited number of Web Watcher Shares without par value. As of the Record Date, there were 14,403,698 Web Watcher Shares issued and outstanding, each carrying the right to one vote.

Principal Holders of Web Watcher Shares

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Web Watcher Shares carrying more than 10% of the voting rights attached to all outstanding Web Watcher Shares, other than Donald Gordon, who owns 5,980,000 Web Watcher Shares, representing 41.52% of the currently issued and outstanding Web Watcher Shares, and Brian Peterson, who owns 5,980,000 Web Watcher Shares, representing 41.52% of the currently issued and outstanding Web Watcher Shares.

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast in person or by proxy at the Meeting is required to pass the resolution(s) described herein as ordinary resolutions and an affirmative vote of two-thirds (2/3) of the votes cast in person or by proxy at the Meeting is required to pass the resolution(s) described herein as special resolutions.

ELECTION OF DIRECTORS

The Directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. In the absence of instructions to the contrary, the enclosed proxy will be voted for the nominees herein listed.

Shareholder approval will be sought to fix the number of directors of the Company at three (3).

The Company is required to have an Audit Committee. Members of this committee are as set out below.

Management of the Company proposes to nominate each of the following persons for election as a Director. Information concerning such persons, as furnished by the individual nominees, is as follows:

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the Past 5 Years</i>	<i>Previous Service as a Director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly⁽¹⁾</i>
WILLIAM GORDON ⁽²⁾ Kelowna, BC President and Director	Self-employed business consultant, President of Zero Combustion Inc.	Since April 26, 2013	834,763
DONALD GORDON ⁽²⁾ North Vancouver, BC CFO and Director Nominee	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	Acting CFO since November 2012	5,980,000
BRIAN PETERSON ⁽²⁾ Kelowna, BC Director	Mortgage broker, Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	Since August 26, 2013	5,980,000

⁽¹⁾Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at December 27, 2014 based upon information furnished to the Company by individual directors. Unless otherwise indicated, such shares are held directly.

⁽²⁾Denotes a member or proposed member of the Audit Committee of the Company. Mr. Peterson is the Chair of the Audit Committee.

SUMMARY COMPENSATION TABLE

Compensation Discussion and Analysis

The Company's compensation philosophy for its Named Executive Officers is designed to attract well qualified individuals in what is essentially an international market by paying competitive base management fees plus short and long term incentive compensation in the form of stock options or other suitable long term incentives. In making its determinations regarding the various elements of executive compensation, the Board of Directors does not benchmark its executive compensation program, but from time to time does review compensation practices of companies of similar size and stage of development to ensure the compensation paid is competitive within the Company's industry and geographic location while taking into account the financial and other resources of the Company.

The duties and responsibilities of the President and CEO are typical of those of a business entity of the Company's size in a similar business and include direct reporting responsibility to the Board, overseeing the activities of all other executive and management consultants, representing the Company, providing leadership and responsibility for achieving corporate goals and implementing corporate policies and initiatives.

The following table sets forth a summary of all compensation for services paid during the most recently completed financial year for William Gordon, President, and Don Gordon, Chief Financial Officer.

Name and principal position	Year ending	Salary (\$)	Share-based awards (\$)	Option-based awards (\$) ⁽¹⁾	Non-equity incentive plan compensation		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
William Gordon, President	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2013	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2012	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Don Gordon, CFO	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2013	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2012	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Total Compensation	2014	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2013	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2012	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

(1) These amounts represent the value of stock options granted to the respective Named Executive Officer. The methodology used to calculate these amounts was the Black-Scholes-Merton model. This is consistent with the accounting values used in the Company's financial statements. The dollar amount in this column represents the total value ascribed to the stock options.

INCENTIVE PLAN AWARDS

The following table provides information regarding the incentive plan awards for each Named Executive Officer outstanding as of June 30, 2014.

Outstanding Share-Based Awards and Option-Based Awards

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options	Option Exercise Price	Option Expiration Date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
William Gordon, President	Nil	N/A	N/A	Nil	Nil	Nil
Don Gordon, CFO	Nil	N/A	N/A	Nil	Nil	Nil

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for each Named Executive Officer for the financial year ended June 30, 2014.

Value Vested or Earned During the Financial Year Ended June 30, 2014

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
William Gordon, President	Nil	Nil	Nil
Don Gordon, CFO	Nil	Nil	Nil

The following table provides details regarding stock options exercised and sold by the Named Executive Officers during the financial year ended June 30, 2014.

Option Exercised During the Financial Year Ended June 30, 2014

Name	Number of options exercised and sold	Option exercise price	Value realized (\$)
William Gordon, President	Nil	Nil	Nil
Don Gordon, CFO	Nil	Nil	Nil

Outstanding Share Based Awards and Option Based Awards

The Company does not have any incentive plans, pursuant to which compensation that depends on achieving certain goals or similar conditions within a specified period is awarded, earned, paid or payable to the Named Executive Officers.

Pension Plan Benefits

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

Termination and Change of Control Benefits

The Company and its subsidiaries have not entered into any employment contracts with the Named Executive Officers.

The Company and its subsidiaries do not have any contracts, agreements, plans or arrangements that provide for payments to a Named Executive Officer following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, a change of control of the Company or its subsidiaries or a change in responsibilities of the Named Executive Officer following a change in control.

DIRECTOR COMPENSATION

No compensation was provided to the Directors, who are each not also a Named Executive Officer, for the Company's most recently completed financial year.

The Company has no arrangements, standard or otherwise, pursuant to which Directors are compensated by the Company or its subsidiaries for their services in their capacity as Directors, or for committee participation, involvement in special assignments or for services as consultant or expert during the most recently completed financial year or subsequently, up to and including the date of this Information Circular.

The Company has a Stock Option Plan for the granting of incentive stock options to the officers, employees and Directors. The purpose of granting such options is to assist the Company in compensating, attracting, retaining and motivating the Directors of the Company and to closely align the personal interests of such persons to that of the shareholders.

Director Compensation Table

The following table provides information regarding compensation paid to the Company's directors (excluding NEOs) during the financial year ended June 30, 2014.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension Value	All other compensation (\$)	Total (\$)
Brian Peterson	Nil	Nil	Nil	Nil	Nil	Nil	Nil
TOTAL	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Incentive Plan Awards - Outstanding Share-Based Awards and Option-Based Awards

The following table provides information regarding the incentive plan awards for each director (excluding NEOs) outstanding as of June 30, 2014.

Outstanding Share-Based Awards and Option-Based Awards

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options	Option Exercise Price	Option Expiration Date	Value of unexercised in-the-money options	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
William Gordon	Nil	N/A	N/A	Nil	Nil	Nil
Don Gordon	Nil	N/A	N/A	Nil	Nil	Nil
Brian Peterson	Nil	N/A	N/A	Nil	Nil	Nil

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for each Director or proposed Director (excluding NEOs) for the financial year ended June 30, 2014.

Value Vested or Earned During the Financial Year Ended June 30, 2014

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
William Gordon	Nil	Nil	Nil
Don Gordon	Nil	Nil	Nil
Brian Peterson	Nil	Nil	Nil

The following table provides details regarding stock options exercised and sold by the Directors (excluding NEOs) during the financial year ended June 30, 2014.

Option Exercises During the Financial Year Ended June 30, 2014

Name	Number of options exercised and sold	Option exercise price	Value realized (\$)
William Gordon	Nil	Nil	Nil
Don Gordon	Nil	Nil	Nil
Brian Peterson	Nil	Nil	Nil

DIRECTORS' AND OFFICERS INSURANCE

Directors' and Officers' Liability Insurance

The Company does not maintain any directors' and officers' liability insurance policy.

LOANS TO DIRECTORS

The Company does not make personal loans or extensions of credit to its directors or executive officers. As at June 30, 2014, the Company had \$49,059 due from a company controlled by an Executive Officer.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth the Company's compensation plans under which equity securities are authorized for issuance as at June 30, 2014.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (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 ⁽¹⁾	Nil	N/A	Nil
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
Total	Nil	N/A	Nil

(1) At the special meeting of the Company's former parent company (Whitewater Resources Ltd.) held on April 19, 2012, the shareholders approved the Company's 10% rolling stock option plan.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

As at December 27, 2014, there was no indebtedness outstanding of any current or former Director, executive officer or employee of the Company or any of its subsidiaries which is owing to the Company or any of its subsidiaries or to another entity which is 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, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a Director or executive officer of the Company, no proposed nominee for election as a Director of the Company and no associate of such persons:

- (i) 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; or
- (ii) whose indebtedness to another entity 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,

in relation to a securities purchase program or other program.

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-201 establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 mandates disclosure of corporate governance practices which disclosure is set out below.

Independence of Members of Board

The Company's Board will consist of three directors, one of whom is independent based upon the tests for independence set forth in National Instrument 52-110 ("NI 52-110"). Brian Peterson is independent. William Gordon and Don Gordon are not independent as they are respectively the President and CFO of the Company.

Management Supervision by Board

The operations of the Company do not support a large Board of Directors and the Board has determined that the current constitution of the Board is appropriate for the Company's current stage of development. Independent supervision of management is accomplished through choosing management who demonstrate a high level of integrity and ability and having strong independent Board member(s). The independent director(s) are however able to meet at any time without any members of management including the non-independent Directors being present. Further supervision is performed through the Audit Committee who meet with the Company's auditors without management being in attendance.

Risk Management

The Board of Directors is responsible for adoption of a strategic planning process, identification of principal risks and implementing risk management systems, succession planning and the continuous disclosure requirements of the Company under applicable securities laws and regulations.

The audit committee is responsible for the risk management items set out in the audit committee charter.

Orientation and Continuing Education

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

1. access to recent, publicly filed documents of the Company, material contracts, and the Company's internal financial information;
2. access to management and technical experts and consultants; and
3. a summary of significant corporate and securities responsibilities.

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

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to shareholders. The Board intends to adopt a Code of Conduct and at that time will instruct its management and employees to abide by the Code.

Nomination of Directors

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the mineral exploration industry are consulted for possible candidates.

Compensation of Directors and the CEO

The Company does not have a Compensation Committee. The Board of Directors has the responsibility for determining compensation for the Directors and senior management.

To determine compensation payable, the independent Directors review compensation paid for directors and CEOs of companies of similar size and stage of development in the mineral exploration industry and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Company. In setting the compensation the independent directors annually review the performance of the CEO in light of the Company's objectives and consider other factors that may have impacted the success of the Company in achieving its objectives.

Board Committees

As the directors are actively involved in the operations of the Company and the size of the Company's operations did not warrant a larger board of directors, the Board will elect a Compensation Committee in due course. The Compensation Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the committee. The Compensation Committee will develop its charter and code of conduct to be approved by the Board of Directors.

Assessments

The Board did not consider that formal assessments were useful at this stage of the Company's development. The Board conducted informal annual assessments of the Board's effectiveness, the individual directors and each of its committees. The Board intends to implement formal assessments to assist in its review and will conduct formal surveys of its directors in due course and will obtain reports from each committee respecting its own effectiveness.

AUDIT COMMITTEE

The Audit Committee's Charter

Mandate

The primary function of the Audit Committee (the "**Committee**") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.

- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

Composition

The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

Meetings

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the CFO and the external auditors in separate sessions.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

- (a) Review and update this Charter annually.
- (b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

- (a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- (b) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.
- (c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- (d) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- (e) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.
- (f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

- (g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- (h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

- (a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- (c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
- (d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
- (e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- (f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
- (g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
- (i) Review certification process.
- (j) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Risk Management

1. To review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).
2. To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.

3. To request the external auditor's opinion of management's assessment of significant risks facing the Company and how effectively they are being managed or controlled.
4. To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board.

Other

Review any related-party transactions.

Composition of the Audit Committee

The following are the members of the Committee:

William Gordon, President	Not Independent ⁽¹⁾	Financially literate ⁽¹⁾
Don Gordon, CFO	Not Independent	Financially literate ⁽¹⁾
Brian Peterson	Independent ⁽¹⁾	Financially literate ⁽¹⁾

⁽¹⁾ As defined by NI 52-110.

Audit Committee Member Education and Experience

Brian Peterson has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is the director of several public companies. His involvement includes his position as past President of the Mortgage Brokers Institute of British Columbia, past President of the Mortgage Brokers Association of British Columbia, past Director of the Mortgage Brokers Association of British Columbia for six years, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Donald Gordon is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., Mahdia Gold Corp., and Cdn MSolar Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.). He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

William Gordon is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. The Company is relying upon the exemption in Section 6.1 of NI 52-110 (*Venture Issuers*) from the requirements of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

Pre-Approval Policies and Procedures

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading “External Auditors”.

External Auditor Service Fees (By Category)

The aggregate fees received by the Company's external auditors in each of the last two fiscal years for audit fees are as follows:

<i>Financial Year Ending</i>	<i>Audit Fees</i> ⁽¹⁾	<i>Audit Related Fees</i>	<i>Tax Fees</i> Ⓞ	<i>All Other Fees</i>
June 30, 2014	(2)	Nil	Nil	Nil
June 30, 2013	\$4,400	Nil	Nil	Nil

(1) The amount of tax fees received by the Company's external auditors is included in the amount set out in the “Audit Fees” column.

(2) The auditor has not billed the June 30, 2014 audit fees to the Company as at December 27, 2014.

Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company's business plan and to meet performance goals and objectives.

APPOINTMENT OF AUDITORS

Manning Elliott LLP, Chartered Accountants, of Vancouver, British Columbia, is the auditor of the Company. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Manning Elliot LLP as the Company's auditor to hold office for the ensuing year at remuneration to be fixed by the Directors.

Manning Elliott LLP was first appointed as the auditor of the Company in August 2013.

In the absence of instructions to the contrary the Web Watcher Shares represented by proxy will be voted in favour of a resolution to appoint Manning Elliott LLP, Chartered Accountants, as the auditor of the Company for the ensuing year, at a remuneration to be fixed by the Board, unless the Web Watcher Shareholder has specified in the proxy that his or her Web Watcher Shares are to be withheld from voting on the appointment of auditors.

THE ARRANGEMENT

General

The Arrangement has been proposed to facilitate the separation of the Company's primary business activities from development of the letters of intent with Northern Vine Canada Inc., 0990718 B.C. Ltd., 1016460 B.C. Ltd., Panamax International Petroleum Inc., Stompy Bot Productions Inc., and WFS Pharmagreen Inc. Pursuant to the Arrangement,

- i) Cdn B Ventures, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Northern Vine Canada Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- ii) Cdn D Corp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with 0990718 B.C. Ltd. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- iii) Cdn W Corp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with 1016460 B.C. Ltd. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;

- iv) GCorp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Panamax International Petroleum Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- v) SCorp Energy, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Stompy Bot Productions Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- vi) SebCorp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with WFS Pharmagreen Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor.

Following the Arrangement, the Company will continue to carry on its primary business activities. Each Web Watcher Shareholder will, immediately after the Effective Date, hold one New Share for each Web Watcher Share held immediately prior to the Arrangement, which will be identical in every respect to the present Web Watcher Shares, and each Web Watcher Shareholder on the Share Distribution Record Date will receive its pro-rata share of the Web Watcher Class A Preferred Shares, will receive its pro-rata share of the 14,403,698 Cdn BVentures Shares (multiplied by the Conversion Factor) that are acquired by the Company, will receive its pro-rata share of the 14,403,698 Cdn DCorp Shares (multiplied by the Conversion Factor) that are acquired by the Company, will receive its pro-rata share of the 14,403,698 Cdn WCorp Shares (multiplied by the Conversion Factor), will receive its pro-rata share of the 14,403,698 GCorp Shares (multiplied by the Conversion Factor), will receive its pro-rata share of the 14,403,698 SCorp Energy Shares (multiplied by the Conversion Factor), and will receive its pro-rata share of the 14,403,698 SebCorp Shares (multiplied by the Conversion Factor) in exchange for the Assets described herein. See “Details of the Arrangement” and “Cdn BVentures After the Arrangement — Selected Unaudited Pro-forma Financial Information of Cdn BVentures”; “Cdn DCorp After the Arrangement — Selected Unaudited Pro-forma Financial Information of Cdn DCorp”; “Cdn WCorp After the Arrangement — Selected Unaudited Pro-forma Financial Information of Cdn WCorp”; “GCorp After the Arrangement — Selected Unaudited Pro-forma Financial Information of GCorp”; “SCorp Energy After the Arrangement — Selected Unaudited Pro-forma Financial Information of SCorp Energy”; and “SebCorp After the Arrangement — Selected Unaudited Pro-forma Financial Information of SebCorp”.

Reasons for the Arrangement

The Board has determined that the Company should concentrate its efforts on its primary business activities. To this end, the Board approved a reorganization of the Company pursuant to the Arrangement as described in this Circular.

The Board is of the view that the Arrangement will benefit the Company and the Web Watcher Shareholders. This conclusion is based on the following primary determinations:

1. The Company was incorporated as a wholly-owned subsidiary of Whitewater Resources Ltd., and became a reporting issuer upon the completion of a share distribution pursuant to a plan of arrangement in August 2013, and since then the Company's primary focus has been the development of the Canadian License Marketing Agreement with 0815562 B.C. Ltd. When presented with the opportunity to enter into various letters of intent with diverse companies such as Northern Vine Canada Inc., 0990718 B.C. Ltd., 1016460 B.C. Ltd., Panamax International Petroleum Inc., Stompy Bot Productions Inc., and WFS Pharmagreen Inc., management of the Company determined that it would be in the best interests of the Company to proceed with the Arrangement. The transfer of the respective Assets to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will facilitate separate corporate development strategies for the Company moving forward and at the same time enable the Company's shareholders to retain their interest in the Assets moving forward;
2. following the Arrangement, management of the Company will consist of a strong executive team with significant experience, knowledge and connections in the online monitoring and security industry, and management of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be free to focus on developing their respective Assets;
3. the distribution of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to the Web Watcher Shareholders pursuant to the Arrangement will give the Web Watcher Shareholders a direct interest in six new companies that will focus on and pursue the development of

diverse businesses such as the cultivation, development, and sale of medical marijuana products under license; development and sale of therapeutic and non-therapeutic products; oil tank farm operations; the manufacture, sale and distribution of ultra-premium bottled glacier water; mining exploration and development; and digital publishing;

4. as a separate company focusing on security corporate finance services, the Company will have direct access to broader public and private capital markets and will be able to issue debt and equity to fund its projects and to finance the acquisition and development of any new technology the Company may acquire on a priority basis;
5. as separate companies, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of their respective Assets and to finance the acquisition and development of any new licenses or technologies they may acquire on a priority basis; and
6. as separate companies, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be able to establish equity based compensation programs to enable them to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

Recommendation of Directors

The Board approved the Arrangement and authorized the submission of the Arrangement to the Web Watcher Shareholders and the Court for approval. **The Board has concluded that the Arrangement is in the best interests of the Company and the Web Watcher Shareholders, and recommends that the Web Watcher Shareholders vote FOR the Arrangement Resolution at the Meeting.** In reaching this conclusion, the Board considered the benefits to the Company and the Web Watcher Shareholders, as well as the financial position, opportunities and the outlook for the future potential and operating performance of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp.

Fairness of the Arrangement

The Arrangement was determined to be fair to the Web Watcher Shareholders by the Board based upon the following factors, among others:

1. the procedures by which the Arrangement will be approved, including the requirement for two-thirds (2/3) Web Watcher Shareholder approval, and approval by the Court after a hearing at which fairness will be considered;
2. the opportunity for Web Watcher Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to dissent from the approval of the Arrangement in accordance with the Interim Order, and to be paid fair value for their Web Watcher Shares; and
3. each Web Watcher Shareholder on the Share Distribution Record Date will participate in the Arrangement on a *pro-rata* basis and, upon completion of the Arrangement, will continue to hold substantially the same *pro-rata* interest that such Web Watcher Shareholder held in the Company prior to completion of the Arrangement and substantially the same *pro-rata* interest in the Assets through its holdings of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares.

Details of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is available on SEDAR under the Company's profile at www.sedar.com, and the Plan of Arrangement, a copy of which is attached as Schedule "A" to the Arrangement Agreement. Each of these documents should be read carefully in their entirety.

Pursuant to the Plan of Arrangement, save and except for Dissenting Shares, the following principal steps will occur and be deemed to occur in the following chronological order as part of the Arrangement:

- (a) the Company will transfer the letter of intent with Northern Vine Canada Inc. to Cdn BVentures, the letter of intent with 0990718 B.C. Ltd. to Cdn DCorp, the letter of intent with 1016460 B.C. Ltd. to Cdn WCorp, its letter of intent with Panamax International Petroleum Inc. to GCorp, the letter of intent with Stompy Bot Productions Inc. to SCorp Energy, and the letter of intent with WFS Pharmagreen Inc. to SebCorp in consideration shares from each of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. (the “**Distributed Shares**”), such that the number of Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares received by Web Watcher from each Web Watcher Subsidiary in consideration for the Assets will equal the number of issued and outstanding Web Watcher Shares multiplied by the Conversion Factor as of the Share Distribution Record Date. Thereafter the Company will be added to the central securities register of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp.in respect of such Distributed Shares;
- (b) the authorized share capital of the Company will be changed by:
 - (i) altering the identifying name of the Web Watcher Shares to Class A Shares without par value, being the “**Web Watcher Class A Shares**”,
 - (ii) creating a class consisting of an unlimited number of common shares without par value, being the “**New Shares**”, and
 - (iii) creating a class consisting of an unlimited number of class A preferred shares without par value having the rights and restrictions described in Schedule “A” to the Plan of Arrangement, being the Web Watcher Class A Preferred Shares;
- (c) each issued Web Watcher Class A Share will be exchanged for one New Share and one Web Watcher Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Web Watcher Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and Web Watcher Class A Preferred Shares that they have received on the exchange;
- (d) all of the issued Web Watcher Class A Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the Web Watcher Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Web Watcher Class A Preferred Shares so that the aggregate paid-up capital of the Web Watcher Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Shares as of the Effective Date, and each Web Watcher Class A Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued Web Watcher Class A Preferred Shares, such aggregate fair market value of the Distributed Shares to be determined as at the Effective Date by resolution of the directors of the Company;
- (e) the Company will redeem the issued Web Watcher Class A Preferred Shares for consideration consisting solely of the Distributed Shares such that each holder of Web Watcher Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares that is equal to the number of Web Watcher Class A Preferred Shares held by such holder multiplied by the Conversion Factor;
- (f) the name of each holder of Web Watcher Class A Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued Web Watcher Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;
- (g) the Distributed Shares transferred to the holders of the Web Watcher Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Web Watcher Class A Preferred

Shares and appropriate entries will be made in the central securities registers of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp;

- (h) the Web Watcher Class A Shares and the Web Watcher Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the Web Watcher Class A Shares and the Web Watcher Class A Preferred Shares therefrom;
- (i) the Notice of Articles and Articles of the Company will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and

The transactions and events set out above shall occur and shall be deemed to occur at the Effective Time on the Effective Date in the chronological order in which they are set out above.

Authority of the Board

By passing the Arrangement Resolution, the Web Watcher Shareholders will also be giving authority to the Board, in its sole discretion, to use its best judgment to proceed with and cause the Company to complete the Arrangement without any requirement to seek or obtain any further approval of the Web Watcher Shareholders.

Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

- (i) set out in writing;
- (ii) filed with the Court and, if made following the Web Watcher Meeting, approved by the Court; and
- (iii) communicated to holders of Web Watcher Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares,

Further, any amendment, modification or supplement to the Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, is of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and is not adverse to the financial or economic interests of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp or any former holder of Web Watcher Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares, as the case may be.

Conditions to the Arrangement

The Arrangement Agreement provides that the Arrangement will be subject to the fulfillment of certain conditions, including the following:

1. the Interim Order shall have been granted in form and substance satisfactory to Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, acting reasonably, on appeal or otherwise;
2. the Arrangement Resolution shall have been passed by the Web Watcher Shareholders at the Web Watcher Meeting in accordance with the Arrangement Provisions, the constating documents of Web Watcher, the Interim Order and the requirements of any applicable regulatory authorities;
3. the Arrangement and this Agreement, with or without amendment, shall have been approved by the Cdn BVentures Shareholder(s), Cdn DCorp Shareholder(s), Cdn WCorp Shareholder(s), GCorp Shareholder(s), SCorp Energy Shareholder(s), and SebCorp Shareholder(s) to the extent required by, and in accordance with, the Arrangement

Provisions and the constating documents of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp;

4. the Final Order shall have been granted in form and substance satisfactory to Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, acting reasonably;
5. the notice(s) of alteration and such other documents as may be required to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, acting reasonably;
6. all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp;
7. there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
8. this Agreement shall not have been terminated under Article 7 of the Arrangement Agreement.

If any of the conditions set out in the Arrangement Agreement are not fulfilled or performed, the Arrangement Agreement may be terminated, or in certain cases the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, as the case may be, may waive the condition in whole or in part. As soon as practicable after the fulfillment of the conditions contained in the Arrangement Agreement, the Board intends to cause a certified copy of the Final Order to be filed with the Registrar under the Act, together with such other material as may be required by the Registrar, in order that the Arrangement will become effective.

Management of the Company believes that all material consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained in the ordinary course upon application therefor.

Shareholder Approval

Web Watcher Shareholder Approval

In order for the Arrangement to become effective, the Arrangement Resolution must be passed, with or without variation, by a special resolution of at least two-thirds (2/3) of the eligible votes cast in respect of the Arrangement Resolution by Web Watcher Shareholders present in person or by proxy at the Meeting.

Shareholder Approval for Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp

Web Watcher, as the sole shareholder of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, has approved the Arrangement by consent resolution.

Court Approval of the Arrangement

The Arrangement as structured is subject to the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. A copy of the Interim Order is attached as Schedule "B" to this Circular. The Notice of Hearing of Petition for the Final Order is attached to the Notice of Meeting.

Assuming the Arrangement Resolution is approved by the Web Watcher Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) on or after February 4, 2015 at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia or at such other date and time as the Court may direct. At this hearing, any security holder, director, auditor or other interested party of the Company who wishes to participate or to be represented or present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

The Court has broad discretion under the Act when making orders in respect of arrangements and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to the Web Watcher Shareholders.

Proposed Timetable for Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates proposed are as follows:

Annual and Special Meeting: January 29, 2015

Final Court Approval: February 4, 2015

Share Distribution Record Date: To be determined

Effective Date: On or about the Share Distribution Record Date

Mailing of Direct Registration Statements (DRS) for Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares: Approximately 5 to 10 Business Days after the Share Distribution Record Date

Notice of the actual Share Distribution Record Date and Effective Date will be given to the Web Watcher Shareholders through one or more press releases. The boards of directors of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, respectively, will determine the Effective Date depending upon satisfaction that all of the conditions to the completion of the Arrangement are satisfied.

Share Certificates

After the Share Distribution Record Date, the share certificates representing, on their face, Web Watcher Shares will be deemed to represent only New Shares with no right to receive Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares. Before the Share Distribution Record Date, the share certificates representing, on their face, Web Watcher Shares, will be deemed under the Plan of Arrangement to represent New Shares and an entitlement to receive Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares in accordance with the terms of the Arrangement. As soon as practicable after the Effective Date, share certificates representing the appropriate number of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares will be sent to all Web Watcher Shareholders of record on the Share Distribution Record Date.

No new share certificates will be issued for the New Shares created under the Arrangement and therefore holders of Web Watcher Shares must retain their certificates as evidence of their ownership of New Shares. Certificates representing, on their face, Web Watcher Shares will constitute good delivery in connection with the sale of New Shares completed through the facilities of the Exchange after the Effective Date.

Relationship between the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp After the Arrangement

On completion of the Arrangement, the current directors of the Company will be the directors of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. William Gordon, the President and a director of the Company, will serve as the President of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp and Don Gordon will serve as the Chief Financial Officer of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. See “Cdn BVentures After the Arrangement — Directors and Officers of Cdn BVentures”, “Cdn DCorp After the Arrangement — Directors and Officers of Cdn DCorp”, “Cdn WCorp After the Arrangement — Directors and Officers of Cdn WCorp”, “GCorp After the Arrangement — Directors and Officers of GCorp”, “SCorp Energy After the Arrangement — Directors and Officers of SCorp Energy”, and “SebCorp After the Arrangement — Directors and Officers of SebCorp”.

Resale of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares

Exemption from Canadian Prospectus Requirements and Resale Restrictions

The issue of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares pursuant to the Arrangement will be made pursuant to exemptions from the registration and prospectus requirements contained in applicable provincial securities legislation in Canada. Under applicable provincial securities laws, such Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares may be resold in Canada without hold period restrictions, except that any person, company or combination of persons or companies holding a sufficient number of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to affect materially the control of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, or SebCorp, respectively, will be restricted from reselling such shares. In addition, existing hold periods on any Web Watcher Shares in effect on the Effective Date will be carried forward to the corresponding Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares.

The foregoing discussion is only a general overview of the requirements of Canadian securities laws for the resale of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares received upon completion of the Arrangement. All holders of Web Watcher Shares are urged to consult with their own legal counsel to ensure that any resale of their Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares complies with applicable securities legislation.

Application of United States Securities Laws

The Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to be issued to the Web Watcher Shareholders under the Arrangement have not been registered under the U.S. Securities Act, or under the securities laws of any state of the United States, and will be issued to Web Watcher Shareholders resident in the United States in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act on the basis of the approval of the Arrangement by the Court, and pursuant to available exemptions from registration under applicable state securities laws. The Court will be advised that the Court's approval, if obtained, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act.

U.S. Resale Restrictions – Securities Issued to Web Watcher Shareholders

Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to be issued to a Web Watcher Shareholder who is an “affiliate” of either the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, or SebCorp prior to the Arrangement or will be an “affiliate” of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, or SebCorp after the Arrangement will be subject to certain restrictions on resale imposed by the U.S. Securities Act. Pursuant to Rule 144 under the U.S. Securities Act, an “affiliate” of an issuer for the purposes of the U.S. Securities Act is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.

The foregoing discussion is only a general overview of certain requirements of United States securities laws applicable to the securities received upon completion of the Arrangement. All holders of securities received in connection with the Arrangement are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

Additional Information for U.S. Security Holders

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED BY THE SEC OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR AND ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Circular has been prepared in accordance with the applicable disclosure requirements in Canada. Residents of the United States should be aware that such requirements are different than those of the United States applicable to proxy statements under the U.S. Exchange Act. Likewise, information concerning the assets and operations of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp has been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

Financial statements included herein have been prepared in accordance with the International Financial Reporting Standards and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies. Web Watcher Shareholders should be aware that the acquisition of the securities described herein may have tax consequences both in the United States and in Canada.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp are incorporated or organized under the laws of a foreign country, that some or all of their officers and directors and any experts named herein may be residents of a foreign country, and that all or a substantial portion of the assets of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp and said persons may be located outside the United States.

Expenses of Arrangement

Pursuant to the Arrangement Agreement, the costs relating to the Arrangement, including without limitation, financial, advisory, accounting, and legal fees will be borne by Northern Vine Canada Inc., Panamax International Petroleum Inc., WFS Pharmagreen Inc., Stompy Bot Productions Inc., 1016460 B.C. Ltd. and 0990718 B.C. Ltd..

INCOME TAX CONSIDERATIONS

Certain Canadian Federal Income Tax Considerations

The following fairly summarizes the principal Canadian federal income tax considerations relating to the Arrangement applicable to a Web Watcher Shareholder (in this summary, a “**Holder**”) who, at all material times for purposes of the Tax Act:

- holds all Web Watcher Shares, and will hold all New Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares, solely as capital property;
- deals at arm's length with Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp;
- is not “affiliated” with the Company or Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp;
- is not a “financial institution” for the purposes of the mark-to-market rules in the Tax Act; and
- has not acquired Web Watcher Shares on the exercise of an employee stock option.

Web Watcher Shares, New Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares generally will be considered to be capital property of the Holder unless the Holder holds the shares in the course of carrying on a business or acquired them in a transaction considered to be an adventure in the nature of trade.

This summary is based on the current provisions of the Tax Act, the regulations there under (the “**Regulations**”) and counsel's understanding of the current administrative practices and policies of the Canada Revenue Agency (the “**CRA**”). This summary does not take into account any provincial, territorial, or foreign income tax considerations which may differ from the Canadian federal income tax considerations discussed below. An advance income tax ruling will not be sought from the CRA in respect of the Arrangement.

This summary also assumes that at the Effective Date under the Arrangement and all other material times thereafter,

- the paid-up capital of the Web Watcher Class A Shares (the re-designated Web Watcher Shares) as computed for the purposes of the Tax Act will not be less than the fair market value of the Assets to be transferred to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp pursuant to the Arrangement,

and is qualified accordingly.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, and should not be construed to be, legal or tax advice to any Web Watcher Shareholder. Accordingly, Web Watcher Shareholders should each consult their own tax and legal advisers for advice as to the income tax consequences of the Arrangement applicable to them in their particular circumstances.

Holders Resident in Canada

The following portion of the summary is applicable only to Holders (each, in this portion of the summary, a “Resident Holder”) who are or are deemed to be residents in Canada for the purposes of the Tax Act.

Exchange of Web Watcher Shares for New Shares and Web Watcher Class A Preferred Shares

A Resident Holder whose Web Watcher Class A Shares (the re-designated Web Watcher Shares) are exchanged for New Shares and Web Watcher Class A Preferred Shares pursuant to the Arrangement will not realize any capital gain or loss as a result of the exchange. The Resident Holder will be required to allocate the adjusted cost base (“ACB”) of the Holder's Web Watcher Shares, determined immediately before the Arrangement, pro-rata to the New Shares and Web Watcher Class A Preferred Shares received on the exchange based on the relative fair market values of those New Shares and Web Watcher Class A Preferred Shares immediately after the exchange.

Redemption of Web Watcher Class A Preferred Shares

Pursuant to the Arrangement, the paid-up capital of the Web Watcher Class A Shares immediately before their exchange for New Shares and Web Watcher Class A Preferred Shares will be allocated to the Web Watcher Class A Preferred Shares to be issued on the exchange to the extent of an amount equal to the fair market value of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to be issued to Web Watcher pursuant to the Arrangement in consideration for the Assets and the balance of such paid-up capital will be allocated to the New Shares to be issued on the exchange.

The Company has informed counsel that it expects that the fair market value of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares to be so issued will be materially less than the paid-up capital of the Web Watcher Class A Shares immediately before the exchange, and counsel has assumed for the purposes of this summary that the Company's expectation is correct. Accordingly, the Company is not expected to be deemed to have paid, and no Resident Holder is expected to be deemed to have received, a dividend as a result of the distribution of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares on the redemption of the Web Watcher Class A Preferred Shares pursuant to the Arrangement.

Each Resident Holder whose Web Watcher Class A Preferred Shares are redeemed for Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares pursuant to the Arrangement will realize a capital gain (capital loss) equal to the amount, if any, by which the fair market value of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares, less reasonable costs of disposition, exceed (are exceeded by) their ACB immediately before the redemption. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below (see “Holders Resident in Canada — Taxation of Capital Gains and Losses”).

The cost to a Resident Holder of Web Watcher Class A Preferred Shares acquired on the exchange will be equal to the fair market value of the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares at the time of their distribution.

Disposition of New Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares

A Resident Holder who disposes of a New Share or an Cdn BVentures Share, Cdn DCorp Share, Cdn WCorp Share, GCorp Share, SCorp Energy Share, and SebCorp Share will realize a capital gain (capital loss) equal to the amount by which the proceeds of disposition of the share, less reasonable costs of disposition, exceed (are exceeded by) the ACB of the share to the Resident Holder determined immediately before the disposition. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below. See “Holders Resident in Canada — Taxation of Capital Gains and Losses”.

Taxation of Capital Gains and Losses

A Resident Holder who realizes a capital gain (capital loss) in a taxation year must include one half of the capital gain (“taxable capital gain”) in income for the year, and may deduct one half of the capital loss (“allowable capital loss”) against taxable capital gains realized in the year, and to the extent not so deductible, against taxable capital gains arising in any of the three preceding taxation years or any subsequent taxation year.

The amount of any capital loss arising from a disposition or deemed disposition of a Web Watcher Class A Preferred Share, New Share, or an Cdn BVentures Share, Cdn DCorp Share, Cdn WCorp Share, GCorp Share, SCorp Energy Share, and SebCorp Share by a Resident Holder that is a corporation may, to the extent and under circumstances specified in the Tax Act, be reduced by the amount of certain dividends received or deemed to be received by the corporation on the share. Similar rules may apply if the corporation is a member of a partnership or beneficiary of a trust that owns shares, or where a partnership or trust of which the corporation is a member or beneficiary is a member of a partnership or a beneficiary of a trust that owns shares.

A Resident Holder that is a “Canadian-controlled private corporation” for the purposes of the Tax Act may be required to pay an additional 6 $\frac{2}{3}$ % refundable tax in respect of any net taxable capital gain that it realizes on disposition of a Web Watcher Class A Preferred Share, New Share or an Cdn BVentures Share, Cdn DCorp Share, Cdn WCorp Share, GCorp Share, SCorp Energy Share, and SebCorp Share.

Taxation of Dividends

A Resident Holder who is an individual will be required to include in income any dividend that the Resident Holder receives, or is deemed to receive, on New Shares or Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares, and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations.

A Resident Holder that is a corporation will be required to include in income any dividend that it receives or is deemed to be received on New Shares or Cdn BVentures Shares or Cdn DCorp Shares or Cdn WCorp Shares or GCorp Shares or SCorp Energy Shares or SebCorp Shares, and generally will be entitled to deduct an equivalent amount in computing its taxable income. A “private corporation” (as defined in the Tax Act) or any other corporation controlled or deemed to be controlled by or for the benefit of an individual or a related group of individuals may be liable under Part IV of the Tax Act to pay a refundable tax of 33 $\frac{1}{3}$ % on any dividend that it receives or is deemed to be received on New Shares or Cdn BVentures Shares or Cdn DCorp Shares or Cdn WCorp Shares or GCorp Shares or SCorp Energy Shares or SebCorp Shares to the extent that such dividends are deductible in computing the corporation's taxable income. Any such Part IV tax will be refundable to it at the rate of \$1 for every \$3 of taxable dividends that it pays on its shares.

Alternative Minimum Tax on Individuals

A capital gain realized, or deemed to be realized, by a Resident Holder who is an individual (including certain trusts and estates) may give rise to liability to alternative minimum tax under the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a “Resident Dissenter”) and consequently is paid the fair value for the Resident Dissenter’s Web Watcher Shares in accordance with the Arrangement will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Resident Dissenter’s Web Watcher Shares. Any such deemed dividend will be subject to tax as discussed above under “Holders Resident in Canada — Taxation of Dividends”. The Resident Dissenter will also realize a capital gain (capital loss) equal to the amount, if any, by which the payment, less the deemed dividend (if any) and less reasonable costs of disposition, exceeds (is exceeded by) the ACB of the shares. The Resident Dissenter will be required to include any resulting taxable capital in income, and to deduct any resulting allowable capital loss, in accordance with the usual rules applicable to capital gains and losses. See “Holders Resident in Canada – Taxation of Capital Gains and Losses”.

The Resident Dissenter must also include in income any interest awarded by a court to the Resident Dissenter.

Eligibility for Investment

Web Watcher Class A Preferred Shares and New Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, and registered education savings plans (“Registered Plans”) at any particular time provided that, at that time, either the shares are listed on a “prescribed stock exchange” or Web Watcher is a “public corporation” as defined for the purposes of the Tax Act.

Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares will be qualified investments under the Tax Act for Registered Plans at any particular time provided that, at that time, either the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares are listed on a “designated stock exchange” or Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, or SebCorp is a “public corporation” as so defined.

Holders Not Resident in Canada

The following portion of this summary is applicable only to Holders (each in this portion of the summary a “Non-resident Holder”) who:

- have not been, are not, and will not be resident or deemed to be resident in Canada for purposes of the Tax Act;
- do not and will not, and are not and will not be deemed to, use or hold Web Watcher Shares, New Shares, Web Watcher Class A Preferred Shares, or Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, or SebCorp Shares in connection with carrying on a business in Canada; and
- whose Web Watcher Class A Shares (the re-designated Web Watcher Shares), Web Watcher Class A Preferred Shares, New Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares will not at the Effective Date under the Arrangement, or at any material time thereafter, constitute “taxable Canadian property” for the purposes of the Tax Act.

Generally, a Web Watcher Class A Share, Web Watcher Class A Preferred Share, New Share, or Cdn BVentures Share, Cdn DCorp Share, Cdn WCorp share, GCorp Share, SCorp Energy Share, or SebCorp Share, as applicable, owned by a Non-resident Holder will not be taxable Canadian property of the Non-resident Holder at a particular time provided that, at that time, (i) the share is listed on a prescribed stock exchange (which includes the Exchange), (ii) neither the Non-resident Holder nor persons with whom the Non-resident Holder does not deal at arm’s length alone or in any combination has owned 25% or more of the shares of any class or series in the capital of the issuing corporation within the previous five years, and (iii) the share was not acquired in a transaction as a result of which it was deemed to be taxable Canadian property of the Non-resident Holder.

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada.

Capital Gains and Capital Losses on Share Exchanges and Subsequent Dispositions of Shares

A Non-resident Holder who participates in the Arrangement will not be subject to tax under the Tax Act on any capital gain realized on the exchange of Web Watcher Class A Shares (the re-designated Web Watcher Shares) for New Shares and Web

Watcher Class A Preferred Shares, nor on the redemption of Web Watcher Class A Preferred Shares in consideration for Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares.

Similarly, any capital gain realized by a Non-resident Holder on the subsequent disposition or deemed disposition of a New Share, Cdn BVentures Share, Cdn DCorp Share, Cdn WCorp Share, GCorp Share, SCorp Energy Share or SebCorp Share acquired pursuant to the Arrangement will not be subject to tax under the Tax Act, provided either that the shares do not constitute taxable Canadian property of the Non-resident Holder at the time of disposition, or an applicable income tax treaty exempts the capital gain from tax under the Tax Act.

Non-resident Holders will be exempt from the reporting and withholding obligations of §116 of the Tax Act in respect of the disposition of Web Watcher Class A Shares and Web Watcher Class A Preferred Shares pursuant to the Arrangement.

Deemed Dividends on the Redemption of Web Watcher Class A Preferred Shares

For the reasons set above under “Holders Resident in Canada — Redemption of Web Watcher Class A Preferred Shares”, the Company expects that no Non-Resident Holder will be deemed to have received a dividend on the redemption of Web Watcher Class A Preferred Shares for Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares or SebCorp Shares.

Taxation of Dividends

A Non-resident Holder to whom a dividend on a New Share or Cdn BVentures Share, Cdn DCorp Share, Cdn WCorp Share, GCorp Share, SCorp Energy Share, or SebCorp Share is or is deemed to be paid, or credited, will be subject to Canadian withholding tax under the Tax Act at the rate of 25% of the gross amount of the dividend, unless reduced by an applicable income tax treaty, if any.

Dissenting Non-resident Holders

A Non-resident Holder who validly exercises Dissent Rights (a “Non-resident Dissenter”) and consequently is paid the fair value for the Non-resident Dissenter's Web Watcher Shares in accordance with the Arrangement, will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Non-resident Dissenter's Web Watcher Shares. Any such deemed dividend will be subject to tax as discussed above under “Holders Not Resident in Canada — Taxation of Dividends”. The Non-resident Dissenter will not be subject to tax under the Tax Act on any capital gain that may arise in respect of the resulting disposition of the Web Watcher Shares.

The Non-resident Holder will also be subject to Canadian withholding tax on that portion of any such payment that is on account of interest at the rate of 25%, unless reduced by an applicable income tax treaty, if any.

APPROVAL OF THE CDN BVENTURES STOCK OPTION PLAN

Purpose of the Cdn BVentures Stock Option Plan

The purpose of the proposed Cdn BVentures Stock Option Plan is to provide an incentive to Cdn BVentures' directors, officers, employees, management companies and consultants to continue their involvement with Cdn BVentures, to increase their efforts on Cdn BVentures' behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Cdn BVentures Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Cdn BVentures Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Cdn BVentures Stock Option Plan, which description is qualified in its entirety by the terms of the Cdn BVentures Stock Option Plan. A full copy of the Cdn BVentures Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Cdn BVentures Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Cdn BVentures Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Cdn BVentures Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Cdn BVentures Shares are not listed on the Exchange, then such other exchange or quotation system on which the Cdn BVentures Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Cdn BVentures shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Cdn BVentures or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company's shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Cdn BVentures Shares.

Administration. The plan is administered by the board of directors of Cdn BVentures or, if the board of Cdn BVentures so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Cdn BVentures.

Board Discretion. The plan provides that, generally, the number of Cdn BVentures Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Cdn BVentures or the Committee and in accordance with Exchange requirements.

The Web Watcher Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Cdn BVentures Option Plan Resolution in substantially the form of resolution 2 set out in Schedule "A" attached to this Circular. A full copy of the Cdn BVentures Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Cdn BVentures Stock Option Plan Resolution.

APPROVAL OF THE CDN DCORP STOCK OPTION PLAN

Purpose of the Cdn DCorp Stock Option Plan

The purpose of the proposed Cdn DCorp Stock Option Plan is to provide an incentive to Cdn DCorp's directors, officers, employees, management companies and consultants to continue their involvement with Cdn DCorp, to increase their efforts on Cdn DCorp's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Cdn DCorp Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Cdn DCorp Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Cdn DCorp Stock Option Plan, which description is qualified in its entirety by the terms of the Cdn DCorp Stock Option Plan. A full copy of the Cdn DCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Cdn DCorp Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Cdn DCorp Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Cdn DCorp Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Cdn DCorp Shares are not listed on the Exchange, then such other exchange or quotation system on which the Cdn DCorp Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Cdn DCorp shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Cdn DCorp or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company's shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Cdn DCorp Shares.

Administration. The plan is administered by the board of directors of Cdn DCorp or, if the board of Cdn DCorp so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Cdn DCorp.

Board Discretion. The plan provides that, generally, the number of Cdn DCorp Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Cdn DCorp or the Committee and in accordance with Exchange requirements.

The Web Watcher Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Cdn DCorp Option Plan Resolution in substantially the form of resolution 3 set out in Schedule "A" attached to this Circular. A full copy of the Cdn DCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Cdn DCorp Stock Option Plan Resolution.

APPROVAL OF THE CDN WCorp STOCK OPTION PLAN

Purpose of the Cdn WCorp Stock Option Plan

The purpose of the proposed Cdn WCorp Stock Option Plan is to provide an incentive to Cdn WCorp's directors, officers, employees, management companies and consultants to continue their involvement with Cdn WCorp, to increase their efforts on Cdn WCorp's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the

Company would otherwise have to pay. The Cdn WCorp Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Cdn WCorp Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Cdn WCorp Stock Option Plan, which description is qualified in its entirety by the terms of the Cdn WCorp Stock Option Plan. A full copy of the Cdn WCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Cdn WCorp Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Cdn WCorp Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Cdn WCorp Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Cdn WCorp Shares are not listed on the Exchange, then such other exchange or quotation system on which the Cdn WCorp Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Cdn WCorp shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Cdn WCorp or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company's shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Cdn WCorp Shares.

Administration. The plan is administered by the board of directors of Cdn WCorp or, if the board of Cdn WCorp so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Cdn WCorp.

Board Discretion. The plan provides that, generally, the number of Cdn WCorp Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Cdn WCorp or the Committee and in accordance with Exchange requirements.

The Web Watcher Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Cdn WCorp Option Plan Resolution in substantially the form of resolution 4 set out in Schedule "A" attached to this Circular. A full copy of the Cdn WCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Cdn WCorp Stock Option Plan Resolution.

APPROVAL OF THE GCorp STOCK OPTION PLAN

Purpose of the GCorp Stock Option Plan

The purpose of the proposed GCorp Stock Option Plan is to provide an incentive to GCorp's directors, officers, employees, management companies and consultants to continue their involvement with GCorp, to increase their efforts on GCorp's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The GCorp Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the GCorp Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the GCorp Stock Option Plan, which description is qualified in its entirety by the terms of the GCorp Stock Option Plan. A full copy of the GCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of GCorp Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding GCorp Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the GCorp Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the GCorp Shares are not listed on the Exchange, then such other exchange or quotation system on which the GCorp Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, GCorp shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of GCorp or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company's shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the GCorp Shares.

Administration. The plan is administered by the board of directors of GCorp or, if the board of GCorp so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of GCorp.

Board Discretion. The plan provides that, generally, the number of GCorp Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of GCorp or the Committee and in accordance with Exchange requirements.

The Web Watcher Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the GCorp Option Plan Resolution in substantially the form of resolution 5 set out in Schedule "A" attached to this Circular. A full copy of the GCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the GCorp Stock Option Plan Resolution.

APPROVAL OF THE SCORP ENERGY STOCK OPTION PLAN

Purpose of the SCorp Energy Stock Option Plan

The purpose of the proposed SCorp Energy Stock Option Plan is to provide an incentive to SCorp Energy's directors, officers, employees, management companies and consultants to continue their involvement with SCorp Energy, to increase their efforts on SCorp Energy's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The SCorp Energy Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the SCorp Energy Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the SCorp Energy Stock Option Plan, which description is qualified in its entirety by the terms of the SCorp Energy Stock Option Plan. A full copy of the SCorp Energy Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of SCorp Energy Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding SCorp Energy Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the SCorp Energy Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the SCorp Energy Shares are not listed on the Exchange, then such other exchange or quotation system on which the SCorp Energy Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, SCorp Energy shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of SCorp Energy or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company's shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the SCorp Energy Shares.

Administration. The plan is administered by the board of directors of SCorp Energy or, if the board of SCorp Energy so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of SCorp Energy.

Board Discretion. The plan provides that, generally, the number of SCorp Energy Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of SCorp Energy or the Committee and in accordance with Exchange requirements.

The Web Watcher Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the SCorp Energy Option Plan Resolution in substantially the form of resolution 6 set out in Schedule "A" attached to this Circular. A full copy of the SCorp Energy Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the SCorp Energy Stock Option Plan Resolution.

APPROVAL OF THE SEBCORP STOCK OPTION PLAN

Purpose of the SebCorp Stock Option Plan

The purpose of the proposed SebCorp Stock Option Plan is to provide an incentive to SebCorp's directors, officers, employees, management companies and consultants to continue their involvement with SebCorp, to increase their efforts on SebCorp's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The SebCorp Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the SebCorp Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the SebCorp Stock Option Plan, which description is qualified in its entirety by the terms of the SebCorp Stock Option Plan. A full copy of the SebCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of SebCorp Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding SebCorp Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the SebCorp Stock Option Plan is fixed by the board of directors and may not exceed ten years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the SebCorp Shares are not listed on the Exchange, then such other exchange or quotation system on which the SebCorp Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, SebCorp shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of SebCorp or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company's shares are listed on an Exchange.

Administration. The plan is administered by the board of directors of SebCorp or, if the board of SebCorp so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of SebCorp.

Board Discretion. The plan provides that, generally, the number of SebCorp Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of SebCorp or the Committee and in accordance with Exchange requirements.

The Web Watcher Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the SebCorp Option Plan Resolution in substantially the form of resolution 7 set out in Schedule "A" attached to this Circular. A full copy of the SebCorp Stock Option Plan is available to Web Watcher Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the SebCorp Stock Option Plan Resolution.

RIGHTS OF DISSENT

Dissenters' Rights

The Act contains provisions requiring the Company to purchase Web Watcher Shares from Web Watcher Shareholders who dissent in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent. Pursuant to the terms of the Interim Order and the Plan of Arrangement, the Company has granted the Web Watcher Shareholders who object to the Arrangement Resolution the right to dissent (the “**Dissent Right**”) in respect of the Arrangement. A Dissenting Shareholder will be entitled to be paid in cash the fair value of the Dissenting Shareholder's Web Watcher Shares so long as the dissent procedures are strictly adhered to. The Dissent Right is granted in Article 5 of the Plan of Arrangement. **A registered Dissenting Shareholder who intends to exercise the Dissent Right is referred to the full text of Sections 237 to 247 of the Act which is attached as Schedule “C” to this Circular.**

A Web Watcher Shareholder who wishes to exercise his or her Dissent Right must give written notice of his or her dissent (a “**Notice of Dissent**”) to the Company at its head office at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, V6G 2Z6, marked to the attention of the Corporate Secretary, by either delivering the Notice of Dissent to the Company at least two days before the Meeting or by mailing the Notice of Dissent to the Company by registered mail post marked not later than two days before the Meeting.

The giving of a Notice of Dissent does not deprive a Dissenting Shareholder of his or her right to vote at the Meeting on the Arrangement Resolution. However, the procedures for exercising Dissent Rights given in Schedule “C” must be strictly followed as a vote against the Arrangement Resolution or the execution or exercise of a proxy voting against the Arrangement Resolution does not constitute a Notice of Dissent.

Web Watcher Shareholders should be aware that they will not be entitled to exercise a Dissent Right with respect to any Web Watcher Shares if they vote (or instruct or are deemed, by submission of any incomplete proxy, to have instructed his or her proxy holder to vote) in favour of the Arrangement Resolution. A Dissenting Shareholder may, however, vote as a proxy for a Web Watcher Shareholder whose proxy requires an affirmative vote on the Arrangement Resolution, without affecting his or her right to exercise the Dissent Right.

In the event that a Web Watcher Shareholder fails to perfect or effectively withdraws its claim under the Dissent Right or forfeits its right to make a claim under the Dissent Right, each Web Watcher Share held by that Web Watcher Shareholder will thereupon be deemed to have been exchanged in accordance with the terms of the Arrangement as of the Effective Date.

Web Watcher Shareholders who wish to exercise Dissent Rights should review the dissent procedures described in Schedule “C” and seek legal advice, as failure to adhere strictly to the Dissent Right requirements will result in the loss or unavailability of any right to dissent.

RISK FACTORS

In evaluating the Arrangement, Web Watcher Shareholders should carefully consider, in addition to the other information contained in this Circular, the following risk factors associated with Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. These risk factors are not a definitive list of all risk factors associated with the business to be carried out by Web Watcher and the business to be carried out by Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp.

Risks Related to Web Watcher

Fluctuations in demand for the Company's subsidiaries products and services are driven by many factors, and a decrease in demand for its products could adversely affect its financial results.

The Company and its subsidiaries are subject to fluctuations in demand for its products and services due to a variety of factors, including general economic conditions, competition, product obsolescence, technological change, shifts in buying patterns, financial difficulties and budget constraints of current and potential customers, levels of broadband usage, awareness of security threats to IT systems, and other factors. While such factors may, in some periods, increase product sales, fluctuations in demand can also negatively impact the Company's product sales. If demand for the Company's products

and solutions declines, whether due to general economic conditions or a shift in buying patterns, its revenues and margins would likely be adversely affected.

Foreign Exchange Fluctuation

Some of the operations of the subsidiary companies may be denominated in currencies other than the Canadian dollar and therefore the assets of the subsidiary companies will also be subject to fluctuations in foreign currency exchange rates.

Volatile Markets

Price movements in the capital markets can be volatile and are influenced by, among other things, national and international political and economic events, changes, in exchange and interest rates, governmental fiscal policies.

Market Risks

The profitability of a significant portion of the Issuer's growth strategy depends to a great extent upon correctly assessing the future course of the price movements of the securities of subsidiary companies. The success or failure of the Issuer will depend upon the ability of the management to assess feasible and profitable ventures. There can be no assurance that the Issuer will be able to predict valuations accurately of its subsidiary companies.

The Company Will Require Significant Amounts of Additional Capital in the Future

The Company has and will continue to have limited financial resources. The further development and execution of the Issuer's business plan may require substantial additional financing. Failure to obtain sufficient financing may result in delaying or indefinite postponement of any or all of the Issuer's deals in place or even a loss of a deal or potential subsidiary company. There can be no assurance that additional capital or other types of financing will be available if needed or that, if available, the terms of such financing will be favorable to the Issuer. The Issuer has sufficient resources for its immediate business strategy. The Issuer is in need of cash resources to implement its long-term business strategy, which focuses on advancing the deals currently under the Issuer's control. However, expanding and taking on new clients and subsidiary companies undertaken by the Issuer could require additional capital. The directors of the Issuer believe that the income forthcoming from its current deals in place during its first two full operational years will be adequate to satisfy the capital and operating requirements of the Issuer during the immediate future. Any decrease in the Issuer's growth rate, shortfalls in anticipated revenues, increases in anticipated expenses, or significant acquisition opportunities could have a material adverse effect on the Issuer's liquidity and capital resources and could require the Issuer to raise additional capital from public or private equity or debt sources. There can be no assurance that the Issuer will be able to raise any such capital on terms acceptable to the Issuer or at all.

The Company is subject to Regulatory Risk:

The Company relies on the ability and network of its Principal shareholder to attract business proposals and facilitate their funding and public listing through the legal process of Plan of Arrangement which transfers status as a reporting issuer to a previously non-reporting entity. The process may be interrupted or severely changed by securities regulators who have the right to review the issuer's disclosure and require additional disclosure and reporting possibly at significant expense or setting limits and restrictions on stock exchanges to accept certain types of transactions.

Political Risks

The Issuer's current operations are comprised of a multitude of deals, which will be based all around the world, and as such, the Issuer's operations are exposed to various levels of political, economic and other risks and uncertainties. These risks and uncertainties vary from country to country and include, but are not limited to, currency exchange rates; high rates of inflation; labor unrest; renegotiation or nullification of existing concessions, licenses, permits and contracts; changes in taxation policies; restrictions on foreign exchange; and changing political conditions; currency controls and governmental regulations that favour or require the awarding of contracts to local contractors or require foreign contractors to employ citizens of, or

purchase supplies from, a particular jurisdiction. Future political actions cannot be predicted and may adversely affect the Issuer. Changes, if any, in investment policies or shifts in political attitude in the countries of the Issuer's clients and subsidiary companies may adversely affect the Issuer's business, results of operations and financial condition.

Future operations may be affected in varying degrees by government regulations with respect to, but not limited to, restrictions on production, price controls, export controls, currency remittance, income taxes, foreign investment, maintenance of claims, environmental legislation, land use, land claims of local people, water use and mine safety. The possibility that future governments may adopt substantially different policies, which may extend to the expropriation of assets, cannot be ruled out.

The occurrence of these various factors and uncertainties cannot be accurately predicted and could have an adverse effect on the Issuer's consolidated business, results of operations and financial condition.

Unforeseen Costs

Should any unforeseen issues occur, the Issuer might not obtain adequate cash flow from its operations as anticipated. The Issuer may be unable to raise any additional capital on desirable or acceptable terms. If further financing cannot be sourced in adequate amounts, or secured on satisfactory terms, then the Issuer may be unable to pursue new projects or to continue operations at desired levels.

Shortage of Working Capital

It is possible that the Issuer will have a shortage of working capital if it is unable to derive revenue from its clients and subsidiary companies or from raising funds from outside sources. Should this not be sufficient, the Issuer may be required to borrow money as may be necessary for its business operations.

Market for the Common Shares

There is no existing market for the common shares and no assurances can be given that a market will develop for the common shares or, if such markets develop that they will continue. Accordingly, investors may be unable to realize their investment in the common shares.

Market Price of Common Shares

Securities of mid-cap and small-cap companies have experienced substantial volatility in the past, often based on factors unrelated to the financial performance or prospects of the companies involved. These factors include macroeconomic developments in North America and globally and market perceptions of the attractiveness of particular industries.

Conflicts of Interest

Directors of the Company may, from time to time, serve as directors of, or participate in ventures with other companies involved in the software industry. As a result, there may be situations that involve a conflict of interest for such directors. Each director will attempt not only to avoid dealing with such other companies in situations where conflicts might arise but will also disclose all such conflicts in accordance with the *Business Corporations Act* (British Columbia) and will govern themselves in respect thereof to the best of their ability in accordance with the obligations imposed upon them by law.

Litigation

The Company and/or its directors may be subject to a variety of civil or other legal proceedings, with or without merit. The Company does not know of any such pending or actual material legal proceedings as of the date of this Circular.

Dependency on a Small Number of Management Personnel

The Company will be dependent on a relatively small number of key personnel, the loss of any of whom could have an adverse effect on the Company and its business operations.

No Cash Dividends Are Expected to be Paid in the Foreseeable Future

The Company intends to retain any future earnings to finance its business operations and any future growth. Therefore, the Company does not anticipate declaring any cash dividends in the foreseeable future.

Risks Related to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp

Uncertainty of Additional Capital

The development of the business and the growth of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will require substantial additional financing. Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp have limited financial resources and limited operating income. Failure to obtain sufficient financing could result in a delay or indefinite postponement of development of the business. An important source of funds available to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp is through the sale of equity capital. Additional financing may not be available when needed or if available, the terms of such financing might not be favourable to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp and might involve substantial dilution to existing shareholders. Failure to raise capital when needed would have a material adverse effect on the business, financial condition, operations and growth of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp.

Highly Speculative Business

The nature of the business is highly speculative. Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp are subject to many risks common to newly formed enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources and the lack of revenues. There is no assurance that Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of its early stage of operations. In addition, most of the risk factors described herein are beyond the control of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. The investment involves a high degree of risk and should only be considered by those persons who can afford a total loss of their investment. Investors must rely on management of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp and those who are not prepared to do so should not invest.

Limited History of Operations

Each of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp is in the early stages of its development. The success of each company will depend, among other things, upon its ability to successfully develop and manage its business. There can be no assurance that Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be able to expand its customer base, generate significant net income, or become profitable. Accordingly, the holding of the securities of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp must therefore be regarded as the holding of funds at a high risk and in an unproven venture with all the unforeseen costs, expenses, problems, and difficulties to which such ventures are subject.

No History of Earnings

Each of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp has limited financial resources, has limited operating cash flow and there is no assurance that additional funding will be available to it for development. Furthermore, additional financing will be required to continue the development of each company's business. There can be no assurance that Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp will be able to obtain adequate financing in the future or that the terms of such financing will be favourable.

Dependency on a Small Number of Management Personnel

Each of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp is dependent on a relatively small number of key personnel, the loss of any of whom could have an adverse effect on Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp and its respective business operations.

Conflicts of Interest

Certain directors and officers of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp are, and may continue to be, involved in acquiring interests in other companies through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. Situations may arise in connection with potential acquisitions or investments where the other interests of these directors and officers may conflict with the interests of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. The directors of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp are required by law, however, to act honestly and in good faith with a view to the best interests of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, respectively, and its shareholders and to disclose any personal interest which they may have in any material transaction which is proposed to be entered into with Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp, respectively, and to abstain from voting as a director for the approval of any such transaction.

THE COMPANY AFTER THE ARRANGEMENT

The following is a description of the Company assuming completion of the Arrangement.

Name, Address and Incorporation

Web Watcher was incorporated as “Web Watcher Systems Ltd.” pursuant to the Act, on April 16, 2010, has not carried on any active business since it was incorporated and was acquired by Whitewater Resources Ltd. for the purposes of a plan of arrangement, which was approved at the Annual General and Special Meeting of Whitewater Resources Ltd. held on April 19, 2012 and which received final approval from the Supreme Court of British Columbia on April 23, 2012.

On December 9, 2014, the Company entered into the Arrangement Agreement with Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. The Arrangement Agreement contemplates the spinout of the Company’s interest in all of its letters of intent, being the Assets, to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp in consideration for 14,403,698 common shares of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp multiplied by the Conversion Factor. The Company is currently a reporting issuer in the province of British Columbia.

Web Watcher’s head office is currently located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, Canada V6C 1E5. The Company’s registered and records office address is Suite 500, 900 West Hastings Street, Vancouver, British Columbia, Canada V6C 1E5.

Directors and Officers

The board of directors of Web Watcher will consist of three (3) directors. The directors of Web Watcher will consist of William Gordon, Don Gordon, and Brian Peterson. The officers of Web Watcher will be William Gordon, President; and Don Gordon, Chief Financial Officer.

Business of the Company – History Since Incorporation

Web Watcher was incorporated as “Web Watcher Systems Ltd.” pursuant to the Act, on April 16, 2010, has not carried on any active business since it was incorporated and was acquired by Whitewater Resources Ltd. for the purposes of a plan of arrangement, which was approved at the Annual General and Special Meeting of Whitewater Resources Ltd. held on April 19, 2012 and which received final approval from the Supreme Court of British Columbia on April 23, 2012.

On August 26, 2013, the Company entered into a letter of intent with Lucky Gaming Ltd. to build and maintain server-based online casinos and web gaming sites for its clientele. The letter of intent was subsequently replaced with a letter of intent with Primaria Capital (Canada) Ltd. dated November 1, 2013 to acquire its investment assets consisting of common shares in the

capital stock of certain junior technology companies. Mr. Don Gordon serves as a director of the Company and Primaria Capital (Canada) Ltd.

On November 1, 2013, the Company entered into a letter of intent with Zero Combustion Inc. to commercialize fire-retardant paints and coatings. Mr. William Gordon serves as an officer of the Company and Zero Combustion Inc.

On July 9, 2013, the Company entered into a letter of intent with Valley Blue Farms Ltd. to acquire and operate blueberry farms in Washington state and the province of British Columbia.

On October 23, 2013, the Company entered into a letter of intent with Newlox Gold Ventures Corp. which was subsequently replaced on November 1, 2013 with an assignment to assume a letter of intent with Fable Gold Exploration Inc. The letter of intent with Fable Gold Exploration Inc. requires the Company to undertake a two-phased exploration program on the General and Tomahawk properties in Maricopa County, Arizona, consisting of a Phase 1 work program of soil geochemical and geophysical surveys, magnetic and electromagnetic (IP) surveys and test trenching and a Phase 2 work program of preliminary drill testing of the targets developed in Phase 1.

On June 27, 2013, the Company entered into a letter of intent with WULU Beverage Co. to produce and purchase quality organic and fair trade coffees, glacier drinking water, and carbonated water. WULU will develop traditional and innovative new distribution methods and will utilize new manufacturing technology.

On September 17, 2013, the Company entered into a letter of intent with MMA Productions Ltd. to license and acquire certain rights from each MMA fight organization including live fight footage, brands & trademarks, digital media & content, consumer products & merchandise, and advertising & sponsorship representation, then leverage these rights across virtually all media outlets and distribution channels.

On October 23, 2013, the Company entered into an arrangement agreement with its wholly-owned subsidiaries Azzardo Game Acquisition Corp., Cuprum Coating Acquisition Corp., Froachan Farm Acquisition Corp., Mianach Resource Acquisition Corp., Organach Beverage Acquisition Corp., and Proelium MMA Acquisition Corp., for the purposes of divesting certain non-core assets. Pursuant to the arrangement agreement, the Company assigned its interests in all of the above-mentioned letters of intent in exchange for 14,403,698 shares of each wholly-owned subsidiary, which shares to be distributed to Web Watcher shareholders of record as of March 24, 2013.

On October 22, 2014, the Company entered into a letter of intent with 1016460 B.C. Ltd. to pursue the operation of an ultra-premium bottled water manufacturing, sales, and distribution company.

On November 14, 2014, the Company entered into a letter of intent with Panamax International Petroleum inc. to commence operations of a fuel tank farm located on Malones Island, Panama.

On November 18, 2014, the Company entered into a letter of intent with Northern Vine Canada Inc. to cultivate, develop, and sell medical marijuana under license.

On November 18, 2014, the Company entered into a letter of intent with Stompy Bot Productions Inc. to publish, market, and sell digital games and media online.

On November 20, 2014, the Company entered into a letter of intent with 0990718 B.C. Ltd. to carry out the mining exploration and development of a high-potential oxide gold project in Ecuador.

On November 27, 2014, the Company entered into a letter of intent with WFS Pharmagreen Inc. to develop and sell therapeutic and non-therapeutic products for human and animal use.

On December 9 2014, the Company entered into the Arrangement Agreement with Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp. The Arrangement Agreement contemplates the spinout of the Company's interest in all of its letters of intent, being the Assets, to Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp in consideration for 14,403,698 common shares of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp multiplied by the Conversion Factor. The Company is currently a reporting issuer in the province of British Columbia.

Business of the Company Following the Arrangement

Following completion of the Arrangement, Web Watcher will focus on its corporate finance service business.

The principal business operations of the Company are summarized below.

Business Overview

On October 23, 2013, the Company entered into the Web Watcher Arrangement Agreement (“Arrangement”) to transfer six letters of intent or assets to the six subsidiaries. The purpose of the Arrangement was to allow to Company to independently arrange management, funding and liquidity for each of its disparate subsidiary operations. Pursuant to the Arrangement, each Web Watcher shareholder, as of the share distribution record date, will be entitled to 14,403,698 shares of each of the subsidiary. The Web Watcher Arrangement Agreement was approved by Web Watcher’s shareholders on December 19, 2013 and by the Supreme Court of British Columbia on October 30, 2013.

- Azzardo Game Acquisition Co. (“AGAC”) – Web Watcher transferred and assigned a letter of intent with Primaria Capital (Canada) Ltd. to AGAC ;
- Alibaba Innovations Corp. (formerly Cuprum Coating Acquisition Co. (“CCAC”)) – Web Watcher transferred and assigned a letter of intent with Zero Combustion Inc. to CCAC;
- Froachan Farm Acquisition Co. (“FFAC”) – Web Watcher transferred and assigned a letter of intent with Valley Blue Farms Ltd. to FFAC;
- Aida Minerals Inc. (formerly Mianach Resource Acquisition Co. (“MRAC”)) – Web Watcher transferred and assigned its interest in the mineral option agreement with Fable Gold Exploration Inc. to MRAC;
- Network Oncology Inc. (formerly Organach Beverage Acquisition Co. (“OBAC”)) – Web Watcher transferred and assigned a letter of intent with WULU Beverage Co. to OBAC;
- Proelium MMA Acquisition Co. (“PMAC”) – Web Watcher transferred and assigned a letter of intent with MMA Productions Ltd. to PMAC.

Directors and Officers of Web Watcher

The following table sets out the names of the proposed directors and officers of Web Watcher, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, and the period of time for which each has been a director or executive officer of Web Watcher.

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the Past 5 Years</i>	<i>Previous Service as a Director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly⁽¹⁾</i>
WILLIAM GORDON ⁽²⁾⁽⁴⁾ Kelowna, BC President and Director	Director of several public companies, product testing consultant, marketing consultant, product launch consultant.	Since April 26, 2013	834,763
DONALD GORDON ⁽²⁾⁽³⁾ North Vancouver, BC CFO and Director Nominee	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of several reporting issuers..	Acting CFO since November 2010	5,980,000
BRIAN	Mortgage broker, Chairman of Community Western	Since	5,980,000

PETERSON ⁽²⁾⁽⁵⁾ Kelowna, BC Director	Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	August 26, 2013
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Notes:

⁽¹⁾Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at December 27, 2014 based upon information furnished to the Company by individual directors. Unless otherwise indicated, such shares are held directly.

⁽²⁾Denotes a member or proposed member of the Audit Committee of the Company. Mr. Peterson is the Chair of the Audit Committee.

⁽³⁾Mr. Donald Gordon is a director of Tomco Developments Inc. which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded October 7, 2008 by the British Columbia Securities Commission and January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

⁽⁴⁾Since March 2012, William Gordon has been a director of Aztek Resource Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

⁽⁵⁾Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company were under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Management of Web Watcher

The following is a description of the individuals who will be directors and officers of Web Watcher following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies: Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.). He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Description of Share Capital

The authorized share capital of Web Watcher will consist of an unlimited number of common shares, of which 14,403,698 common shares are issued and outstanding as of December 27, 2014.

Web Watcher Shareholders are entitled to receive notice of any meeting of Web Watcher Shareholders and to attend and vote thereat, except those meetings at which only the holders of shares of another class or of a particular series are entitled to vote. Each Web Watcher Share entitles its holder to one vote at meetings at which they are entitled to attend and vote. The holders of Web Watcher Shares are entitled to receive, on a *pro-rata* basis, such dividends as the Board may declare out of funds legally available for the payment of dividends. On the dissolution, liquidation, winding-up or other distribution of the assets of the Company, Web Watcher Shareholders are entitled to receive on a *pro-rata* basis all of the assets of the Company remaining after payment of all of the Company's liabilities and subject to the prior rights attached to any preferred shares of Web Watcher to receive a return of capital and unpaid dividends. The Web Watcher Shares carry no preemptive or conversion rights.

Changes in Share Capital

As at December 27, 2014, the Company had 14,403,698 common shares issued and outstanding.

The Company and Whitewater Resources Ltd. entered into the Arrangement Agreement on March 5, 2012 to conduct a corporate restructuring by way of a statutory plan of arrangement to transfer Whitewater Resources Ltd.'s interest in a license agreement to the Company, which was completed on April 23, 2012. As consideration for the transfer, the Company issued 14,403,698 to shareholders of Whitewater Resources Ltd. on July 23, 2013. The plan of arrangement was approved by the shareholders of Whitewater Resources Ltd. on April 19, 2012 and by the Supreme Court of British Columbia on April 23, 2012.

Dividend Policy

Web Watcher has not paid dividends since incorporation. Web Watcher currently intends to retain all available funds, if any, for use in its business.

Trading Price and Volume

The Web Watcher Shares are not listed or posted for trading on any stock exchange.

Selected Unaudited Pro-Forma Combined Financial Information of the Company

The following selected unaudited *pro-forma* combined financial information for the Company is based on the assumptions described in the respective notes to the Company's unaudited pro-forma combined balance sheet as at September 30, 2014, after taking into effect the Arrangement, which is attached to this Circular as Schedule "D". The unaudited pro-forma combined balance sheet has been prepared based on the assumption that, among other things, the Arrangement had occurred on September 30, 2014. The *pro-forma* balance sheet and pro-forma combined balance sheet are not intended to reflect the financial position that would have resulted if the events reflected therein had occurred on the dates indicated. In addition, the *pro-forma* balance sheet and the pro-forma combined balance sheet are not necessarily indicative of the financial position

that may be attained in the future. The *pro-forma* balance sheet and pro-forma combined balance sheet should be read in conjunction with the Company's audited financial statements which are appended to this Circular as Schedule "E".

	<i>Pro-forma as at September 30, 2014 on completion of the Arrangement</i>
	(unaudited)
Cash and cash equivalents	\$ 463
Total assets	-
	\$ 463
Accounts payable and accrued liabilities	
Due to related parties	\$ 20,937
Due to former parent company	68,136
Shareholders' equity	(88,610)
Total liabilities and shareholders' equity	\$ 463

The Company's Unaudited Financial Statements

The Company's audited financial statements for the fiscal year ended June 30, 2014 are attached hereto as Schedule "E". The Company's management's discussion and analysis dated November 27, 2014, for the fiscal year ended June 30, 2014, is also attached hereto as Schedule "E".

Material Contracts

The following are the contracts material to Web Watcher:

- (1) The arrangement agreement with Whitewater Resources Ltd.;
- (2) The Arrangement Agreement;
- (3) The Canadian License Marketing Agreement with 0815562 B.C. Ltd.;
- (4) The letter of intent with Northern Vine Canada Inc.;
- (5) The letter of intent with 0990718 B.C. Ltd.;
- (6) The letter of intent with 1016460 B.C. Ltd.;
- (7) The letter of intent with Panamax International Petroleum Inc.;
- (8) The letter of intent with Stompy Bot Productions Inc.;
- (9) The letter of intent with WFS Pharmagreen Inc.; and
- (10) The Stock Option Plan.

CDN BVENTURES AFTER THE ARRANGEMENT

The following is a description of Cdn BVentures assuming completion of the Arrangement.

Name, Address and Incorporation

Cdn BVentures was incorporated as "Cdn BVentures Ltd." pursuant to the Act October 30, 2014. Cdn BVentures is currently a private company and a wholly-owned subsidiary of Web Watcher. Cdn BVentures' head office is located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 1010 - 1030 West Georgia Street, Vancouver, British Columbia.

Inter-corporate Relationships

Cdn BVentures does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in Cdn BVentures holding the letter of intent with Northern Vine Canada Inc. and receiving funds necessary to commence the cultivation, development, and sales of medical marijuana products upon obtaining the controlled substance license required by Health Canada to test and compound medical marijuana. The future operating results and financial position of Cdn BVentures cannot be predicted. Shareholders may review the Web Watcher and Cdn BVentures unaudited *pro-forma* financial statements attached as Schedule "D" hereto.

Trends

See "Risk Factors".

Other than as disclosed in this Circular, Cdn BVentures is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of Cdn BVenture's Business

Cdn BVentures was incorporated on October 30, 2014 and has not yet commenced commercial operations. Cdn BVentures will acquire the letter of intent with Northern Vine Canada Inc. from Web Watcher as part of the Arrangement, and will commence operations as a licensed medical marijuana company and consider other business opportunities from time to time. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, Cdn BVentures, and the Court.

Cdn BVentures' Business History

The Board of Web Watcher has determined that it would be in the best interests of the Company to focus on developing the corporate finance service business, while at the same time retaining its shareholders' interest in its letter of intent with Northern Vine Canada Inc. by transferring its interest to Cdn BVentures pursuant to the Arrangement Agreement, in exchange for Cdn BVentures Shares that would be distributed to the Web Watcher Shareholders.

Pursuant to the Arrangement, Web Watcher will transfer to Cdn BVentures all of Web Watcher's interest in the letter of intent with Northern Vine Canada Inc. in consideration for 14,403,698 Cdn BVentures Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one Cdn BVentures Share for each Web Watcher Share held. Cdn BVentures will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Northern Vine Canada Inc. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, Cdn BVentures, the Court and the Exchange.

Selected Unaudited Pro-Forma Financial Information of Cdn BVentures

Cdn BVentures was incorporated on October 30, 2014. Cdn BVentures has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro-forma* basis for Cdn BVentures as at September 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro-forma* balance sheet of Cdn BVentures appended to this Circular as Schedule "D". This unaudited *pro-forma* balance sheet was prepared as if the Arrangement had occurred on September 30, 2014, taking into account the assumptions stated therein. The unaudited *pro-forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on September 30, 2014. In addition, the unaudited *pro-forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

***Pro-forma* Financial
Information of Cdn BVentures
as at September 30, 2014
(unaudited)**

Cash	\$	100
Letter of Intent with Northern Vine Canada Inc.		Nil
Shareholders' Equity	\$	100
Number of issued Cdn BVentures Shares.....		14,403,698

Dividends

Cdn BVentures does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the Cdn BVentures Shares in the future will be made by the board of directors of Cdn BVentures on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of Cdn BVentures

General

Cdn BVentures is not carrying on any business at the present time. On completion of the Arrangement, Cdn BVentures will commence its business as licensed medical marijuana company and consider other business opportunities from time to time. The objectives of Cdn BVentures' management will be to raise equity funds to develop the letter of intent with Northern Vine Canada Inc.

Business of Cdn BVentures Following the Arrangement

Cdn BVentures is not carrying on any business at the present time. On completion of the Arrangement, Cdn BVentures will commence its business as a licensed medical marijuana company and consider other business opportunities from time to time. The objectives of Cdn BVentures' management will be to raise equity funds to develop a licensed medical marijuana company and develop other opportunities as they become available. Pursuant to a letter of intent with Northern Vine Canada Inc. dated November 18, 2014, Cdn BVentures will acquire and commence operations of cultivating, developing, and selling medical marijuana upon obtaining the license required by Health Canada to test and compound medical marijuana .

Cdn BVentures will also evaluate and may acquire additional licenses from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, Web Watcher will transfer to Cdn BVentures all of Web Watcher's interest in the letter of intent with Northern Vine Canada Inc. in consideration for 14,403,698 Cdn BVentures Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one Cdn BVentures Share for each Web Watcher Share held.

Cdn BVentures is a start-up medical marijuana company and therefore has no regular source of income, other than interest income it may earn on funds invested in short-term deposits. As a result, Cdn BVentures' ability to conduct operations, including the development of its venture technology investment holdings business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Cdn BVentures will be able to do so.

See "Selected Unaudited *Pro-forma* Financial Information" for information concerning the financial assets of Cdn BVentures resulting from the Arrangement.

Results of Operations

Cdn BVentures has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, Web Watcher will transfer to Cdn BVentures all of Web Watcher's interest in the letter of intent with Northern Vine Canada Inc. in consideration for 14,403,698 Cdn BVentures Shares multiplied by the Conversion Factor.

The estimated unaudited pro-forma working capital of Cdn BVentures at September 30, 2014 is approximately \$100, which will be available to Cdn BVentures upon completion of the Arrangement.

Share Capital of Cdn BVentures

The following table represents the share capitalization of Cdn BVentures as at September 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100 ⁽¹⁾	14,403,698 ⁽²⁾

NOTES:

- (1) One hundred common shares of Cdn BVentures were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Cdn BVentures is authorized to issue an unlimited number of common shares without par value, of which approximately 14,403,698 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of Cdn BVentures Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Cdn BVentures and are entitled to one vote for each Cdn BVentures Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Cdn BVentures, including without limitation the rights of the holders of preferred shares, any dividend declared by Cdn BVentures; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Cdn BVentures shares, including without limitation the holders of preferred shares, the remaining property and assets of Cdn BVentures upon dissolution. Subject to the provisions of the Act, Cdn BVentures may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Cdn BVentures Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Cdn BVentures

The *pro-forma* fully diluted share capital of Cdn BVentures, assuming completion of the Arrangement, is set out below:

Designation of Cdn BVentures Securities	Number of Cdn BVentures Shares	Percentage of Total
Subscriber's shares issued on incorporation ⁽¹⁾	100	0.00%
Cdn BVentures Shares issued in exchange for the letter of intent with Northern Vine Canada Inc., which shares will be distributed to the Web Watcher Shareholders ⁽²⁾	14,403,698	100%
Total	14,403,698	100%

NOTES:

- (1) One hundred common shares of Cdn BVentures were issued to Web Watcher on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Prior Sales of Securities of Cdn BVentures

Cdn BVentures issued one hundred common shares to Donald Gordon at a price of \$1.00 per share upon incorporation on October 30, 2014 which were transferred by Donald Gordon to Web Watcher at a price of \$1.00 per share on October 30, 2014.

Options and Warrants

Stock Options

The Web Watcher Shareholders will be asked at the Meeting to approve the Cdn BVentures Option Plan. See “Approval of the Cdn BVentures Stock Option Plan”. As of the Effective Date, assuming approval of the Cdn BVentures Option Plan by the Web Watcher Shareholders, there will be approximately 1,440,370 Cdn BVentures Shares available for issuance under the Cdn BVentures Option Plan. As of the date of this Circular, Cdn BVentures has not granted any options under the Cdn BVentures Option Plan.

Convertible Securities

The following convertible securities of Cdn BVentures will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
Cdn BVentures Commitment	N/A	0	0

Principal Shareholders of Cdn BVentures

To the knowledge of the directors and executive officers of Cdn BVentures, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Cdn BVentures Shares carrying more than 10% of the voting rights attached to all outstanding Cdn BVentures Shares, other than Donald Gordon, who owns 5,980,000 Cdn BVentures Shares, representing 41.52% of the currently issued and outstanding Cdn BVentures Shares, and Brian Peterson, who owns 5,980,000 Cdn BVentures Shares, representing 41.52% of the currently issued and outstanding Cdn BVentures Shares.

Directors and Officers of Cdn BVentures

The following table sets out the names of the current and proposed directors and officers of Cdn BVentures, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of Cdn BVentures, and the number and percentage of Cdn BVentures Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with Cdn BVentures	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director since October 30, 2014	834,763
DONALD GORDON North Vancouver, BC Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of several reporting issuers.	CFO and Director	Director since October 30, 2014	5,980,000
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	CEO and Director	Director since October 30, 2014	5,980,000

NOTES:

The members of Cdn BVentures' Audit Committee are William Gordon, Donald Gordon, and Brian Peterson. Cdn BVentures has not established a Compensation Committee.

Management of Cdn BVentures

The following is a description of the individuals who will be directors and officers of Cdn BVentures following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies: Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.). He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of Cdn B Ventures is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Donald Gordon is a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company was under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Penalties or Sanctions

No director, officer, promoter or other member of management of Cdn BVentures has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of Cdn BVentures has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of Cdn BVentures are required by law to act honestly and in good faith with a view to the best interest of Cdn BVentures and to disclose any interests which they may have in any project or opportunity of Cdn BVentures. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not Cdn BVentures will participate in any project or opportunity, that director will primarily consider the degree of risk to which Cdn BVentures may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among Cdn BVentures and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of Cdn BVentures

The executive officers of Cdn BVentures (the “**Executive Officers**”) are:

Brian Peterson – Chief Executive Officer

Donald Gordon – Chief Financial Officer

Cdn BVentures does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of Cdn BVentures.

Indebtedness of Directors and Executive Officers of Cdn BVentures

No individual who is, or at any time from the date of Cdn BVentures' incorporation to the date hereof was a director or executive officer of Cdn BVentures, or an associate or affiliate of such an individual, is or has been indebted to Cdn BVentures.

Cdn BVentures' Auditor

Manning Elliott LLP, Chartered Accountants, are the auditors of Cdn BVentures.

Cdn BVentures' Material Contracts

The following are the contracts which are material to Cdn BVentures:

1. the Arrangement Agreement;
2. the Cdn BVentures Option Plan.

The material contracts described above may be inspected at the registered office of Cdn BVentures at 1010 - 1030 West Georgia Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of Cdn BVentures.

CDN DCORP AFTER THE ARRANGEMENT

The following is a description of Cdn DCorp assuming completion of the Arrangement.

Name, Address and Incorporation

Cdn DCorp was incorporated as “Cdn DCorp Ventures Ltd.” pursuant to the Act on October 30, 2014. Cdn DCorp is currently a private company and a wholly-owned subsidiary of Web Watcher. Cdn DCorp's head office is located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 1010 - 1030 West Georgia Street, Vancouver, British Columbia.

Inter-corporate Relationships

Cdn DCorp does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under “The Arrangement”. The Arrangement, if successfully completed, will result in Cdn DCorp holding the letter of intent with 0990718 B.C. Ltd. and receiving funds necessary to commence mining operations of a high-potential oxide gold project in Ecuador. The future operating results and financial position of Cdn DCorp cannot be predicted. Shareholders may review the Web Watcher and Cdn DCorp unaudited *pro-forma* financial statements attached as Schedule “D” hereto.

Trends

See “Risk Factors”.

Other than as disclosed in this Circular, Cdn DCorp is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of Cdn DCorp's Business

Cdn DCorp was incorporated on October 30, 2014 and has not yet commenced commercial operations. Cdn DCorp will acquire the letter of intent with 0990718 B.C. Ltd. from Web Watcher as part of the Arrangement, and will commence operations as a mining exploration and development company and consider other business opportunities from time to time. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, Cdn DCorp, and the Court.

Cdn DCorp's Business History

The Board of Web Watcher has determined that it would be in the best interests of the Company to focus on developing the corporate finance service business, while at the same time retaining its shareholders' interest in its letter of intent with 0990718 B.C. Ltd. by transferring its interest to Cdn DCorp pursuant to the Arrangement Agreement, in exchange for Cdn DCorp Shares that would be distributed to the Web Watcher Shareholders.

Pursuant to the Arrangement, Web Watcher will transfer to Cdn DCorp all of Web Watcher's interest in the letter of intent with 0990718 B.C. Ltd. in consideration for 14,403,698 Cdn DCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one Cdn DCorp Share for each Web Watcher Share held. Cdn DCorp will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with 0990718 B.C. Ltd. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, Cdn DCorp, the Court and the Exchange.

Selected Unaudited Pro-Forma Financial Information of Cdn DCorp

Cdn DCorp was incorporated on October 30, 2014. Cdn DCorp has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro-forma* basis for Cdn DCorp as at September 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro-forma* balance sheet of Cdn DCorp appended to this Circular as Schedule "D". This unaudited *pro-forma* balance sheet was prepared as if the Arrangement had occurred on September 30, 2014, taking into account the assumptions stated therein. The unaudited *pro-forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on September 30, 2014. In addition, the unaudited *pro-forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	<i>Pro-forma</i> Financial Information of Cdn DCorp as at September 30, 2014	
	(unaudited)	
Cash	\$	100
Letter of Intent with 0990718 B.C. Ltd.		Nil
Shareholders' Equity	\$	100
Number of issued Cdn DCorp Shares		14,403,698

Dividends

Cdn DCorp does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the Cdn DCorp Shares in the future will be made by the board of directors of Cdn DCorp on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of Cdn DCorp

General

Cdn DCorp is not carrying on any business at the present time. On completion of the Arrangement, Cdn DCorp will commence its business as a mining exploration and development company. The objectives of Cdn DCorp's management will be to raise equity funds to develop the letter of intent with 0990718 B.C. Ltd.

Business of Cdn DCorp Following the Arrangement

Cdn DCorp is not carrying on any business at the present time. On completion of the Arrangement, Cdn DCorp will commence its business as a mining exploration and development company and consider other business opportunities from time to time. The objectives of Cdn DCorp's management will be to raise equity funds to carry out the mining exploration and development of a high-potential oxide gold project in Ecuador and develop other opportunities as they become available. Pursuant to a letter of intent with 0990718 B.C. Ltd. dated November 20, 2014, Cdn DCorp will begin operations with respect to the project which will include infill and step-out drilling, resource estimation, metallurgical testing, site design, environmental and socioeconomic baseline surveys and a preliminary economic assessment.

Cdn DCorp will also evaluate and may acquire additional option agreements from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, Web Watcher will transfer to Cdn DCorp all of Web Watcher's interest in the letter of intent with 0990718 B.C. Ltd. in consideration for 14,403,698 Cdn DCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one Cdn DCorp Share for each Web Watcher Share held.

Cdn DCorp is a start-up mining exploration and development company and therefore has no regular source of income, other than interest income it may earn on funds invested in short-term deposits. As a result, Cdn DCorp's ability to conduct operations, including the development of its mining exploration and development business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Cdn DCorp will be able to do so.

See "Selected Unaudited *Pro-forma* Financial Information" for information concerning the financial assets of Cdn DCorp resulting from the Arrangement.

Results of Operations

Cdn DCorp has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, Web Watcher will transfer to Cdn DCorp all of Web Watcher's interest in the letter of intent with 0990718 B.C. Ltd. in consideration for 14,403,698 Cdn DCorp Shares multiplied by the Conversion Factor.

The estimated unaudited pro-forma working capital of Cdn DCorp at September 30, 2014 is approximately \$100, which will be available to Cdn DCorp upon completion of the Arrangement.

Share Capital of Cdn DCorp

The following table represents the share capitalization of Cdn DCorp as at September 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100 ⁽¹⁾	14,403,698 ⁽²⁾

NOTES:

- (1) One hundred common shares of Cdn DCorp were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Cdn DCorp is authorized to issue an unlimited number of common shares without par value, of which approximately 14,403,698 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of Cdn DCorp Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Cdn DCorp and are entitled to one vote for each Cdn DCorp Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Cdn DCorp, including without limitation the rights of the holders of preferred shares, any dividend declared by Cdn DCorp; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Cdn DCorp shares, including without limitation the holders of preferred shares, the remaining property and assets of Cdn DCorp upon dissolution. Subject to the provisions of the Act, Cdn DCorp may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Cdn DCorp Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating

dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Cdn DCorp

The *pro-forma* fully diluted share capital of Cdn DCorp, assuming completion of the Arrangement is set out below:

Designation of Cdn DCorp Securities	Number of Cdn DCorp Shares	Percentage of Total
Subscriber's shares issued on incorporation ⁽¹⁾	100	0.00%
Cdn DCorp Shares issued in exchange for the letter of intent with 0990718 B.C. Ltd., which shares will be distributed to the Web Watcher Shareholders ⁽²⁾	14,403,698	100%
Total	14,403,698	100%

NOTES:

- (1) One hundred common shares of Cdn DCorp were issued to Web Watcher on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Prior Sales of Securities of Cdn DCorp

Cdn DCorp issued one hundred common shares to Donald Gordon at a price of \$1.00 per share on incorporation on October 30, 2014 which were subsequently transferred by Donald Gordon to Web Watcher at a price of \$1.00 per share on October 30, 2014.

Options and Warrants

Stock Options

The Web Watcher Shareholders will be asked at the Meeting to approve the Cdn DCorp Option Plan. See "Approval of the Cdn DCorp Stock Option Plan". As of the Effective Date, assuming approval of the Cdn DCorp Option Plan by the Web Watcher Shareholders, there will be approximately 1,440,370 Cdn DCorp Shares available for issuance under the Cdn DCorp Option Plan. As of the date of this Circular, Cdn DCorp has not granted any options under the Cdn DCorp Option Plan.

Convertible Securities

The following convertible securities of Cdn DCorp will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
Cdn DCorp Commitment	N/A	0	0

Principal Shareholders of Cdn DCorp

To the knowledge of the directors and executive officers of Cdn DCorp, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Cdn DCorp Shares carrying more than 10% of the voting rights attached to all outstanding Cdn DCorp Shares, other than Donald Gordon, who owns 5,980,000 Cdn DCorp Shares, representing 41.52% of the currently issued and outstanding Cdn DCorp Shares, and Brian Peterson, who owns 5,980,000 Cdn DCorp Shares, representing 41.52% of the currently issued and outstanding Cdn DCorp Shares.

Directors and Officers of Cdn DCorp

The following table sets out the names of the current and proposed directors and officers of Cdn DCorp, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of Cdn DCorp, and the number and percentage of Cdn DCorp Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with Cdn DCorp	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director since October 30, 2014	834,763
DONALD GORDON North Vancouver, BC Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO	Director since October 30, 2014	5,980,000
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, Director of Mortgage Brokers Institute of British Columbia.	CEO and Director	Director since October 30, 2014	5,980,000

NOTES:

The members of Cdn DCorp's Audit Committee are William Gordon, Donald Gordon, and Brian Peterson. Cdn DCorp has not established a Compensation Committee.

Management of Cdn DCorp

The following is a description of the individuals who will be directors and officers of Cdn DCorp following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies: Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX

Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of Cdn DCorp is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Donald Gordon is a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc., the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company was under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of

Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Penalties or Sanctions

No director, officer, promoter or other member of management of Cdn DCorp has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of Cdn DCorp has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of Cdn DCorp are required by law to act honestly and in good faith with a view to the best interest of Cdn DCorp and to disclose any interests which they may have in any project or opportunity of Cdn DCorp. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not Cdn DCorp will participate in any project or opportunity, that director will primarily consider the degree of risk to which Cdn DCorp may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among Cdn DCorp and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of Cdn DCorp

The executive officers of Cdn DCorp (the “**Executive Officers**”) are:

Brian Peterson – Chief Executive Officer

Donald Gordon – Chief Financial Officer

Cdn DCorp does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of Cdn DCorp.

Indebtedness of Directors and Executive Officers of Cdn DCorp

No individual who is, or at any time from the date of Cdn DCorp’s incorporation to the date hereof was a director or executive officer of Cdn DCorp, or an associate or affiliate of such an individual, is or has been indebted to Cdn DCorp.

Cdn DCorp's Auditor

Manning Elliott LLP, Chartered Accountants, are the auditors of Cdn DCorp.

Cdn DCorp's Material Contracts

The following are the contracts which are material to Cdn DCorp:

1. the Arrangement Agreement;
2. the Cdn DCorp Option Plan.

The material contracts described above may be inspected at the registered office of Cdn DCorp at 1010-1030 West Georgia Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of Cdn DCorp.

CDN WCorp AFTER THE ARRANGEMENT

The following is a description of Cdn WCorp assuming completion of the Arrangement.

Name, Address and Incorporation

Cdn WCorp was incorporated as "Cdn WCorp Holdings Ltd." pursuant to the Act on October 30, 2014. Cdn WCorp is currently a private company and a wholly-owned subsidiary of Web Watcher. Cdn WCorp's head office is located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 1010 - 1030 West Georgia Street, Vancouver, British Columbia.

Inter-corporate Relationships

Cdn WCorp does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in Cdn WCorp holding the letter of intent with 1016460 B.C. Ltd. and receiving funds necessary to pursue operations in manufacturing, sales, and distribution of ultra-premium bottled water, and the development of other related product lines. The future operating results and financial position of Cdn WCorp cannot be predicted. Shareholders may review the Web Watcher and Cdn WCorp unaudited *pro-forma* financial statements attached as Schedule "D" hereto.

Trends

See "Risk Factors".

Other than as disclosed in this Circular, Cdn WCorp is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of Cdn WCorp's Business

Cdn WCorp was incorporated on October 30, 2014 and has not yet commenced commercial operations. Cdn WCorp will acquire the letter of intent with 1016460 B.C. Ltd. from Web Watcher as part of the Arrangement, and will pursue operations as an ultra-premium bottled water manufacturing, sales, and distribution company and consider other business opportunities from time to time. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, Cdn WCorp, and the Court.

Cdn WCorp's Business History

The Board of Web Watcher has determined that it would be in the best interests of the Company to focus on developing the corporate finance service business, while at the same time retaining its shareholders' interest in its letter of intent with 1016460 B.C. Ltd. by transferring its interest to Cdn WCorp pursuant to the Arrangement Agreement, in exchange for Cdn WCorp Shares that would be distributed to the Web Watcher Shareholders.

Pursuant to the Arrangement, Web Watcher will transfer to Cdn WCorp all of Web Watcher's interest in the letter of intent with 1016460 B.C. Ltd. in consideration for 14,403,698 Cdn WCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one Cdn WCorp Share for each Web Watcher Share held. Cdn WCorp will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with 1016460 B.C. Ltd. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, Cdn WCorp, the Court and the Exchange.

Selected Unaudited Pro-Forma Financial Information of Cdn WCorp

Cdn WCorp was incorporated on October 30, 2014. Cdn WCorp has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro-forma* basis for Cdn WCorp as at September 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro-forma* balance sheet of Cdn WCorp appended to this Circular as Schedule "D". This unaudited *pro-forma* balance sheet was prepared as if the Arrangement had occurred on September 30, 2014, taking into account the assumptions stated therein. The unaudited *pro-forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on September 30, 2014. In addition, the unaudited *pro-forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	<i>Pro-forma</i> Financial Information of Cdn WCorp as at September 30, 2014 (unaudited)
Cash	\$ 100
Letter of Intent with 1016460 B.C. Ltd.	Nil
Shareholders' Equity	\$ 100
Number of issued Cdn WCorp Shares	14,403,698

Dividends

Cdn WCorp does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the Cdn WCorp Shares in the future will be made by the board of directors of Cdn WCorp on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of Cdn WCorp

General

Cdn WCorp is not carrying on any business at the present time. On completion of the Arrangement, Cdn WCorp will pursue business as an ultra-premium bottled water manufacturing, sales, and distribution company. The objectives of Cdn WCorp's management will be to raise equity funds to develop the letter of intent with 1016460 B.C. Ltd.

Business of Cdn WCorp Following the Arrangement

Cdn WCorp is not carrying on any business at the present time. On completion of the Arrangement, Cdn WCorp will pursue business as an ultra-premium bottled water manufacturing, sales, and distribution company and consider other business opportunities from time to time. The objectives of Cdn WCorp's management will be to raise equity funds to develop its business of ultra-premium bottled water manufacturing, sales, and distribution, as well as development of other extended

product lines and develop other business opportunities as they become available. Pursuant to a letter of intent with 1016460 B.C. Ltd. dated October 22, 2014, Cdn WCorp will pursue bulk glacier water sales and export; the manufacturing and sales of luxury bottled glacier water; the development of extended product lines including luxury accessories; and the development of a glacier water skin care line for both men and women.

Cdn WCorp will also evaluate and may acquire water licenses and develop other product lines from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, Web Watcher will transfer to Cdn WCorp all of Web Watcher's interest in the letter of intent with 1016460 B.C. Ltd. in consideration for 14,403,698 Cdn WCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one Cdn WCorp Share for each Web Watcher Share held.

Cdn WCorp is a start-up ultra-premium water distribution company and therefore has no regular source of income, other than interest income it may earn on funds invested in short-term deposits. As a result, Cdn WCorp's ability to conduct operations, including the development of its ultra-premium water distribution business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Cdn WCorp will be able to do so.

See "Selected Unaudited *Pro-forma* Financial Information" for information concerning the financial assets of Cdn WCorp resulting from the Arrangement.

Results of Operations

Cdn WCorp has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, Web Watcher will transfer to Cdn WCorp all of Web Watcher's interest in the letter of intent with 1016460 B.C. Ltd. in consideration for 14,403,698 Cdn WCorp Shares multiplied by the Conversion Factor.

The estimated unaudited pro-forma working capital of Cdn WCorp at September 30, 2014 is approximately \$100, which will be available to Cdn WCorp upon completion of the Arrangement.

Share Capital of Cdn WCorp

The following table represents the share capitalization of Cdn WCorp as at September 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100 ⁽¹⁾	14,403,698 ⁽²⁾

NOTES:

- (1) One hundred common shares of Cdn WCorp were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Cdn WCorp is authorized to issue an unlimited number of common shares without par value, of which approximately 14,403,698 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of Cdn WCorp Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Cdn WCorp and are entitled to one vote for each Cdn WCorp Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Cdn

WCorp, including without limitation the rights of the holders of preferred shares, any dividend declared by Cdn WCorp; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Cdn WCorp shares, including without limitation the holders of preferred shares, the remaining property and assets of Cdn WCorp upon dissolution. Subject to the provisions of the Act, Cdn WCorp may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Cdn WCorp Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Cdn WCorp

The *pro-forma* fully diluted share capital of Cdn WCorp, assuming completion of the Arrangement, is set out below:

Designation of Cdn WCorp Securities	Number of Cdn WCorp Shares	Percentage of Total
Subscriber's shares issued on incorporation ⁽¹⁾	100	0.00%
Cdn WCorp Shares issued in exchange for the letter of intent with 1016460 B.C. Ltd., which shares will be distributed to the Web Watcher Shareholders ⁽²⁾	14,403,698	100%
Total	14,403,698	100%

NOTES:

- (1) One hundred common shares of Cdn WCorp were issued to Web Watcher on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Prior Sales of Securities of Cdn WCorp

Cdn WCorp issued one hundred common shares to Donald Gordon at a price of \$1.00 per share on incorporation on October 30, 2014 which were transferred by Donald Gordon to Web Watcher at a price of \$1.00 per share on October 30, 2014.

Options and Warrants

Stock Options

The Web Watcher Shareholders will be asked at the Meeting to approve the Cdn WCorp Option Plan. See "Approval of the Cdn WCorp Stock Option Plan". As of the Effective Date, assuming approval of the Cdn WCorp Option Plan by the Web Watcher Shareholders, there will be approximately 1,440,370 Cdn WCorp Shares available for issuance under the Cdn WCorp Option Plan. As of the date of this Circular, Cdn WCorp has not granted any options under the Cdn WCorp Option Plan.

Convertible Securities

The following convertible securities of Cdn WCorp will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
Cdn WCorp Commitment	N/A	0	0

Principal Shareholders of Cdn WCorp

To the knowledge of the directors and executive officers of Cdn WCorp, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Cdn WCorp Shares carrying more than 10% of the voting rights attached to all outstanding Cdn WCorp Shares, other than Donald Gordon, who owns 5,980,000 Cdn WCorp Shares, representing 41.52% of the currently issued and outstanding Cdn WCorp Shares, and Brian Peterson, who owns 5,980,000 Cdn WCorp Shares, representing 41.52% of the currently issued and outstanding Cdn WCorp Shares.

Directors and Officers of Cdn WCorp

The following table sets out the names of the current and proposed directors and officers of Cdn WCorp, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of Cdn WCorp, and the number and percentage of Cdn WCorp Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with Cdn WCorp	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director since October 30, 2014	834,763
DONALD GORDON North Vancouver, BC Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO and Director	Director since October 30, 2014	5,980,000
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, Director of Mortgage Brokers Institute of British Columbia.	CEO and Director	Director since October 30, 2014	5,980,000

NOTES:

The members of Cdn WCorp's Audit Committee are William Gordon, Donald Gordon, and Brian Peterson. Cdn WCorp has not established a Compensation Committee.

Management of Cdn WCorp

The following is a description of the individuals who will be directors and officers of Cdn WCorp following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies:

Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.). He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of Cdn WCorp is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Donald Gordon is a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc., the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Brian Peterson became a director of Miramare Capital Inc. (“Miramare”) in May 2010 at which time the shares of this company was under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. (“Aztek”), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Penalties or Sanctions

No director, officer, promoter or other member of management of Cdn WCorp has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of Cdn WCorp has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of Cdn WCorp are required by law to act honestly and in good faith with a view to the best interest of Cdn WCorp and to disclose any interests which they may have in any project or opportunity of Cdn WCorp. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not Cdn WCorp will participate in any project or opportunity, that director will primarily consider the degree of risk to which Cdn WCorp may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among Cdn WCorp and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of Cdn WCorp

The executive officers of Cdn WCorp (the “**Executive Officers**”) are:

Brian Peterson – Chief Executive Officer

Donald Gordon – Chief Financial Officer

Cdn WCorp does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of Cdn WCorp.

Indebtedness of Directors and Executive Officers of Cdn WCorp

No individual who is, or at any time from the date of Cdn WCorp’s incorporation to the date hereof was a director or executive officer of Cdn WCorp, or an associate or affiliate of such an individual, is or has been indebted to Cdn WCorp.

Cdn WCorp's Auditor

Manning Elliott LLP, Chartered Accountants, are the auditors of Cdn WCorp.

Cdn WCorp's Material Contracts

The following are the contracts which are material to Cdn WCorp:

1. the Arrangement Agreement;
2. the Cdn WCorp Option Plan.

The material contracts described above may be inspected at the registered office of Cdn WCorp at 1010 - 1030 West Georgia Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of Cdn WCorp.

GCORP AFTER THE ARRANGEMENT

The following is a description of GCorp assuming completion of the Arrangement.

Name, Address and Incorporation

GCorp was incorporated as "GCorp Discovery Ltd." pursuant to the Act on October 30, 2014. GCorp is currently a private company and a wholly-owned subsidiary of Web Watcher. GCorp's head office is located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 1010 - 1030 West Georgia Street, Vancouver, British Columbia.

Inter-corporate Relationships

GCorp does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in GCorp holding the letter of intent with Panamax International Petroleum Inc. and receiving funds necessary to commence the business of operating a fuel tank farm located on Malones Island, Panama. The future operating results and financial position of GCorp cannot be predicted. Shareholders may review the Web Watcher and GCorp unaudited *pro-forma* financial statements attached as Schedule "D" hereto.

Trends

See "Risk Factors".

Other than as disclosed in this Circular, GCorp is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of GCorp's Business

GCorp was incorporated on October 30, 2014 and has not yet commenced commercial operations. GCorp will acquire the letter of intent with Panamax International Petroleum Inc. from Web Watcher as part of the Arrangement, and will commence operations as a fuel tank farm company and consider other business opportunities from time to time. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, GCorp, and the Court.

GCorp's Business History

The Board of Web Watcher has determined that it would be in the best interests of the Company to focus on developing the corporate finance service business, while at the same time retaining its shareholders' interest in its letter of intent with Panamax International Petroleum Inc. by transferring its interest to GCorp pursuant to the Arrangement Agreement, in exchange for GCorp Shares that would be distributed to the Web Watcher Shareholders.

Pursuant to the Arrangement, Web Watcher will transfer to GCorp all of Web Watcher's interest in the letter of intent with Panamax International Petroleum Inc. in consideration for 14,403,698 GCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one GCorp Share for each Web Watcher Share held. GCorp will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Panamax International Petroleum Inc. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, GCorp, the Court and the Exchange.

Selected Unaudited Pro-Forma Financial Information of GCorp

GCorp was incorporated on October 30, 2014. GCorp has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro-forma* basis for GCorp as at September 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro-forma* balance sheet of GCorp appended to this Circular as Schedule "D". This unaudited *pro-forma* balance sheet was prepared as if the Arrangement had occurred on September 30, 2014, taking into account the assumptions stated therein. The unaudited *pro-forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on September 30, 2014. In addition, the unaudited *pro-forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

Pro-forma Financial Information of GCorp as at September 30, 2014 (unaudited)

Cash	\$	100
Letter of Intent with Panamax International Petroleum Inc.		Nil
Shareholders' Equity	\$	100
Number of issued GCorp Shares.....		14,403,698

Dividends

GCorp does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the GCorp Shares in the future will be made by the board of directors of GCorp on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of GCorp

General

GCorp is not carrying on any business at the present time. On completion of the Arrangement, GCorp will commence its business as a fuel tank farm company. The objectives of GCorp's management will be to raise equity funds to develop the proposed the letter of intent with Panamax International Petroleum Inc.

Business of GCorp Following the Arrangement

GCorp is not carrying on any business at the present time. On completion of the Arrangement, GCorp will commence its business as a fuel tank farm company and consider other business opportunities from time to time. The objectives of GCorp's management will be to raise equity funds to manage and operate a fuel tank farm located on Malones Island, Panama and develop other opportunities as they become available. Pursuant to an assigned letter of intent with Panamax International Petroleum Inc. dated November 14, 2014, GCorp will pursue a joint venture partnership with a group of companies which collectively hold the supply agreements, lease of tank farm agreement, and oil purchase agreements for the fuel tank farm on Malones Island, Panama, to be begin operations of this project.

GCorp will also evaluate and may consider additional business ventures from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, Web Watcher will transfer to GCorp all of Web Watcher's interest in the letter of intent with Panamax International Petroleum Inc. in consideration for 14,403,698 GCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one GCorp Share for each Web Watcher Share held.

GCorp is a start-up fuel tank farm company and therefore has no regular source of income, other than interest income it may earn on funds invested in short-term deposits. As a result, GCorp's ability to conduct operations, including the development of its fuel tank farm on Malones, Panama, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that GCorp will be able to do so.

See "Selected Unaudited *Pro-forma* Financial Information" for information concerning the financial assets of GCorp resulting from the Arrangement.

Results of Operations

GCorp has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, Web Watcher will transfer to GCorp all of Web Watcher's interest in the letter of intent with Panamax International Petroleum Inc. consideration for 14,403,698 GCorp Shares multiplied by the Conversion Factor.

The estimated unaudited pro-forma working capital of GCorp at September 30, 2014 is approximately \$100, which will be available to GCorp upon completion of the Arrangement.

Share Capital of GCorp

The following table represents the share capitalization of GCorp as at September 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100 ⁽¹⁾	14,403,698 ⁽²⁾

NOTES:

- (1) One hundred common shares of GCorp were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

GCorp is authorized to issue an unlimited number of common shares without par value, of which approximately 14,403,698 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of GCorp Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of GCorp and are entitled to one vote for each GCorp Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of GCorp, including without limitation the rights of the holders of preferred shares, any dividend declared by GCorp; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of GCorp shares, including without limitation the holders of preferred shares, the remaining property and assets of GCorp upon dissolution. Subject to the provisions of the Act, GCorp may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of GCorp Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of GCorp

The *pro-forma* fully diluted share capital of GCorp, assuming completion of the Arrangement, is set out below:

Designation of GCorp Securities	Number of GCorp Shares	Percentage of Total
Subscriber's shares issued on incorporation ⁽¹⁾	100	0.00%
GCorp Shares issued in exchange for the letter of intent with Panamax International Petroleum Inc., which shares will be distributed to the Web Watcher Shareholders ⁽²⁾	14,403,698	100%
Total	14,403,698	100%

NOTES:

- (1) One hundred common shares of GCorp were issued to Web Watcher on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Prior Sales of Securities of GCorp

GCorp issued one hundred common shares to Donald Gordon at a price of \$1.00 per share on incorporation on October 30, 2014 which were transferred by Donald Gordon to Web Watcher at a price of \$1.00 per share on October 30, 2014.

Options and Warrants

Stock Options

The Web Watcher Shareholders will be asked at the Meeting to approve the GCorp Option Plan. See “Approval of the GCorp Stock Option Plan”. As of the Effective Date, assuming approval of the GCorp Option Plan by the Web Watcher Shareholders, there will be approximately 1,440,370 GCorp Shares available for issuance under the GCorp Option Plan. As of the date of this Circular, GCorp has not granted any options under the GCorp Option Plan.

Convertible Securities

The following convertible securities of GCorp will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
GCorp Commitment	N/A	0	0

Principal Shareholders of GCorp

To the knowledge of the directors and executive officers of GCorp, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, GCorp Shares carrying more than 10% of the voting rights attached to all outstanding GCorp Shares, other than Donald Gordon, who owns 5,980,000 GCorp Shares, representing 41.52% of the currently issued and outstanding GCorp Shares, and Brian Peterson, who owns 5,980,000 GCorp Shares, representing 41.52% of the currently issued and outstanding GCorp Shares.

Directors and Officers of GCorp

The following table sets out the names of the current and proposed directors and officers of GCorp, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of GCorp, and the number and percentage of GCorp Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with GCorp	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director since October 30, 2014	834,763

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with GCorp	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
DONALD GORDON North Vancouver, BC Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO and Director	Director since October 30, 2014	5,980,000
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	CEO and Director	Director since October 30, 2014	5,980,000

NOTES:

The members of GCorp's Audit Committee are William Gordon, Donald Gordon, and Brian Peterson. GCorp has not established a Compensation Committee.

Management of GCorp

The following is a description of the individuals who will be directors and officers of GCorp following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies: Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of GCorp is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Donald Gordon is a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc., the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company were under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Penalties or Sanctions

No director, officer, promoter or other member of management of GCorp has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of GCorp has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of GCorp are required by law to act honestly and in good faith with a view to the best interest of GCorp and to disclose any interests which they may have in any project or opportunity of GCorp. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not GCorp will participate in any project or opportunity, that director will primarily consider the degree of risk to which GCorp may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among GCorp and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of GCorp

The executive officers of GCorp (the “**Executive Officers**”) are:

Brian Peterson – Chief Executive Officer

Donald Gordon – Chief Financial Officer

GCorp does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of GCorp.

Indebtedness of Directors and Executive Officers of GCorp

No individual who is, or at any time from the date of GCorp’s incorporation to the date hereof was a director or executive officer of GCorp, or an associate or affiliate of such an individual, is or has been indebted to GCorp.

GCorp's Auditor

Manning Elliott LLP, Chartered Accountants, are the auditors of GCorp.

GCorp's Material Contracts

The following are the contracts which are material to GCorp:

1. the Arrangement Agreement;
2. the GCorp Option Plan.

The material contracts described above may be inspected at the registered office of GCorp at 1010 - 1030 West Georgia Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of GCorp.

SCORP ENERGY AFTER THE ARRANGEMENT

The following is a description of SCorp Energy assuming completion of the Arrangement.

Name, Address and Incorporation

SCorp Energy was incorporated as "SCorp Energy Ltd." pursuant to the Act on October 30, 2014. SCorp Energy is currently a private company and a wholly-owned subsidiary of Web Watcher. SCorp Energy's head office is located at Suite 500, 900 West Hastings, Vancouver, British Columbia, and its registered and records office is located at 1010 - 1030 West Georgia Street, Vancouver, British Columbia.

Inter-corporate Relationships

SCorp Energy does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in SCorp Energy holding the letter of intent with Stompy Bot Productions Inc. and receiving funds necessary to commence operations as a digital publishing company to publish, market and sell digital games and media online. The future operating results and financial position of SCorp Energy cannot be predicted. Shareholders may review the Web Watcher and SCorp Energy unaudited *pro-forma* financial statements attached as Schedule "D" hereto.

Trends

See "Risk Factors".

Other than as disclosed in this Circular, SCorp Energy is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of SCorp Energy's Business

SCorp Energy was incorporated on October 30, 2014 and has not yet commenced commercial operations. SCorp Energy will acquire the letter of intent with Stompy Bot Productions Inc. from Web Watcher as part of the Arrangement, and will commence operations as digital publishing company and consider other business opportunities from time to time. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, SCorp Energy, and the Court.

SCorp Energy's Business History

The Board of Web Watcher has determined that it would be in the best interests of the Company to focus on developing the corporate finance service business, while at the same time retaining its shareholders' interest in its letter of intent with Stompy Bot Productions Inc. by transferring its interest to SCorp Energy pursuant to the Arrangement Agreement, in exchange for SCorp Energy Shares that would be distributed to the Web Watcher Shareholders.

Pursuant to the Arrangement, Web Watcher will transfer to SCorp Energy all of Web Watcher's interest in the letter of intent with Stompy Bot Productions Inc. in consideration for 14,403,698 SCorp Energy Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one SCorp Energy Share for each Web Watcher Share held. SCorp Energy will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Stompy Bot Productions Inc. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, SCorp Energy, the Court and the Exchange.

Selected Unaudited Pro-Forma Financial Information of SCorp Energy

SCorp Energy was incorporated on October 30, 2014. SCorp Energy has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro-forma* basis for SCorp Energy as at September 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro-forma* balance sheet of SCorp Energy appended to this Circular as Schedule "D". This unaudited *pro-forma* balance sheet was prepared as if the Arrangement had occurred on September 30, 2014, taking into account the assumptions stated therein. The unaudited *pro-forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on September 30, 2014. In addition, the unaudited *pro-forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	<i>Pro-forma</i> Financial Information of SCorp Energy as at September 30, 2014 (unaudited)	
Cash	\$	100
Letter of Intent with Stompy Bot Productions Inc.		Nil
Shareholders' Equity	\$	100
Number of issued SCorp Energy Shares.....		14,403,698

Dividends

SCorp Energy does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the SCorp Energy Shares in the future will be made by the board of directors of SCorp Energy on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of SCorp Energy

General

SCorp Energy is not carrying on any business at the present time. On completion of the Arrangement, SCorp Energy will commence its business as a digital publishing company and consider other business opportunities from time to time. The objectives of SCorp Energy's management will be to raise equity funds to develop the letter of intent with Stompy Bot Production Inc and develop other opportunities as they become available.

Business of SCorp Energy Following the Arrangement

SCorp Energy is not carrying on any business at the present time. On completion of the Arrangement, SCorp Energy will commence its business as a digital publishing company and consider other business opportunities from time to time. The objectives of SCorp Energy's management will be to raise equity funds to develop the digital publishing business and develop other opportunities as they become available. Pursuant to a letter of intent with Stompy Bot Productions Inc. dated November 18, 2014, SCorp Energy will work with dedicated developers to publish, market, and sell ditigal games and media online.

SCorp Energy will also evaluate and may acquire additional business opportunities from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, Web Watcher will transfer to SCorp Energy all of Web Watcher's interest in the letter of intent with Stompy Bot Productions Inc. in consideration for 14,403,698 SCorp Energy Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one SCorp Energy Share for each Web Watcher Share held.

SCorp Energy is a start-up digital publishing company and therefore has no regular source of income, other than interest income it may earn on funds invested in short-term deposits. As a result, SCorp Energy's ability to conduct operations,

including the development of its digital publishing business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that SCorp Energy will be able to do so.

See “Selected Unaudited *Pro-forma* Financial Information” for information concerning the financial assets of SCorp Energy resulting from the Arrangement.

Results of Operations

SCorp Energy has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, Web Watcher will transfer to SCorp Energy all of Web Watcher's interest in the letter of intent with Stompy Bot Productions Inc. in consideration for 14,403,698 SCorp Energy Shares multiplied by the Conversion Factor.

The estimated unaudited pro-forma working capital of SCorp Energy at September 30, 2014 is approximately \$100, which will be available to SCorp Energy upon completion of the Arrangement.

Share Capital of SCorp Energy

The following table represents the share capitalization of SCorp Energy as at September 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100 ⁽¹⁾	14,403,698 ⁽²⁾

NOTES:

- (1) One hundred common shares of SCorp Energy were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

SCorp Energy is authorized to issue an unlimited number of common shares without par value, of which approximately 14,403,698 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of SCorp Energy Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of SCorp Energy and are entitled to one vote for each SCorp Energy Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of SCorp Energy, including without limitation the rights of the holders of preferred shares, any dividend declared by SCorp Energy; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of SCorp Energy shares, including without limitation the holders of preferred shares, the remaining property and assets of SCorp Energy upon dissolution. Subject to the provisions of the Act, SCorp Energy may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of SCorp Energy Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of SCorp Energy

The *pro-forma* fully diluted share capital of SCorp Energy, assuming completion of the Arrangement, is set out below:

Designation of SCorp Energy Securities	Number of SCorp Energy Shares	Percentage of Total
Subscriber's shares issued on incorporation ⁽¹⁾	100	0.00%
SCorp Energy Shares issued in exchange for the letter of intent with Stompy Bot Productions Inc., which shares will be distributed to the Web Watcher Shareholders ⁽²⁾	14,403,698	100%
Total	14,403,698	100%

NOTES:

- (1) One hundred common shares of SCorp Energy were issued to Web Watcher on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Prior Sales of Securities of SCorp Energy

SCorp Energy issued one hundred common shares to Donald Gordon at a price of \$1.00 per share on incorporation on October 30, 2014 which were transferred by Donald Gordon to Web Watcher at a price of \$1.00 per share on October 30, 2014.

Options and Warrants

Stock Options

The Web Watcher Shareholders will be asked at the Meeting to approve the SCorp Energy Option Plan. See “Approval of the SCorp Energy Stock Option Plan”. As of the Effective Date, assuming approval of the SCorp Energy Option Plan by the Web Watcher Shareholders, there will be approximately 1,440,370 SCorp Energy Shares available for issuance under the SCorp Energy Option Plan. As of the date of this Circular, SCorp Energy has not granted any options under the SCorp Energy Option Plan.

Convertible Securities

The following convertible securities of SCorp Energy will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
SCorp Energy Commitment	N/A	0	0

Principal Shareholders of SCorp Energy

To the knowledge of the directors and executive officers of SCorp Energy, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, SCorp Energy Shares carrying more than 10% of the voting rights attached to all outstanding SCorp Energy Shares, other than Donald Gordon, who owns 5,980,000 SCorp Energy Shares, representing 41.52% of the currently issued and outstanding SCorp Energy Shares, and Brian Peterson, who owns 5,980,000 SCorp Energy Shares, representing 41.52% of the currently issued and outstanding SCorp Energy Shares.

Directors and Officers of SCorp Energy

The following table sets out the names of the current and proposed directors and officers of SCorp Energy, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of SCorp Energy, and the number and percentage of SCorp Energy Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with SCorp Energy	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON ⁽²⁾ Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director since October 30, 2014	834,763
DONALD GORDON ⁽²⁾ North Vancouver, BC Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO and Director	Director since October 30, 2014	5,980,000
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	CEO and Director	Director since October 30, 2014	5,980,000

NOTES:

The members of SCorp Energy's Audit Committee are William Gordon, Donald Gordon, and Brian Peterson. SCorp Energy has not established a Compensation Committee.

Management of SCorp Energy

The following is a description of the individuals who will be directors and officers of SCorp Energy following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies: Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of SCorp Energy is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc., the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Mr. Donald Gordon is a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company were under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Penalties or Sanctions

No director, officer, promoter or other member of management of SCorp Energy has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of SCorp Energy has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of SCorp Energy are required by law to act honestly and in good faith with a view to the best interest of SCorp Energy and to disclose any interests which they may have in any project or opportunity of SCorp Energy. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not SCorp Energy will participate in any project or opportunity, that director will primarily consider the degree of risk to which SCorp Energy may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among SCorp Energy and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of SCorp Energy

The executive officers of SCorp (the “**Executive Officers**”) are:

Brian Peterson – Chief Executive Officer

Donald Gordon – Chief Financial Officer

SCorp Energy does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of SCorp Energy.

Indebtedness of Directors and Executive Officers of SCorp Energy

No individual who is, or at any time from the date of SCorp Energy’s incorporation to the date hereof was a director or executive officer of SCorp Energy, or an associate or affiliate of such an individual, is or has been indebted to SCorp Energy.

SCorp Energy's Auditor

Manning Elliott LLP, Chartered Accountants, are the auditors of SCorp Energy.

SCorp Energy's Material Contracts

The following are the contracts which are material to SCorp Energy:

1. the Arrangement Agreement;
2. the SCorp Energy Option Plan.

The material contracts described above may be inspected at the registered office of SCorp Energy at 1010 - 1030 West Georgia Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of SCorp Energy.

SEBCORP AFTER THE ARRANGEMENT

The following is a description of SebCorp assuming completion of the Arrangement.

Name, Address and Incorporation

SebCorp was incorporated as “SebCorp Technology Ltd.” pursuant to the Act on October 30, 2014. SebCorp is currently a private company and a wholly-owned subsidiary of Web Watcher. SebCorp's head office is located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 1010 - 1030 West Georgia Street, Vancouver, British Columbia.

Inter-corporate Relationships

SebCorp does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under “The Arrangement”. The Arrangement, if successfully completed, will result in SebCorp holding the letter of intent with WFS Pharamagreen Inc. and receiving funds necessary to commence development and sale of certain therapeutic and non-therapeutic hemp and marijuana products, as well as other products, for human and animal use. The future operating results and financial position of SebCorp cannot be predicted. Shareholders may review the Web Watcher and SebCorp unaudited *pro-forma* financial statements attached as Schedule “D” hereto.

Trends

See “Risk Factors”.

Other than as disclosed in this Circular, SebCorp is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of SebCorp's Business

SebCorp was incorporated on October 30, 2014 and has not yet commenced commercial operations. SebCorp will acquire the letter of intent with WFS Pharamagreen Inc. from Web Watcher as part of the Arrangement, and will commence operations as a therapeutic and non-therapeutic products company and consider other business opportunities from time to time. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, SebCorp, and the Court.

SebCorp's Business History

The Board of Web Watcher has determined that it would be in the best interests of the Company to focus on developing the corporate finance service business, while at the same time retaining its shareholders' interest in its letter of intent with WFS Pharamagreen Inc. by transferring its interest to SebCorp pursuant to the Arrangement Agreement, in exchange for SebCorp Shares that would be distributed to the Web Watcher Shareholders.

Pursuant to the Arrangement, Web Watcher will transfer to SebCorp all of Web Watcher's interest in the letter of intent with WFS Pharmagreen Inc. in consideration for 14,403,698 SebCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one SebCorp Share for each Web Watcher Share held. SebCorp will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with WFS Pharmagreen Inc. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Web Watcher Shareholders, SebCorp, the Court and the Exchange.

Selected Unaudited Pro-Forma Financial Information of SebCorp

SebCorp was incorporated on October 30, 2014. SebCorp has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro-forma* basis for SebCorp as at September 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro-forma* balance sheet of SebCorp appended to this Circular as Schedule "D". This unaudited *pro-forma* balance sheet was prepared as if the Arrangement had occurred on September 30, 2014, taking into account the assumptions stated therein. The unaudited *pro-forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on September 30, 2014. In addition, the unaudited *pro-forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	<i>Pro-forma</i> Financial Information of SebCorp as at September 30, 2014	
	(unaudited)	
Cash	\$	100
Letter of Intent with WFS Pharmagreen Inc.		Nil
Shareholders' Equity	\$	100
Number of issued SebCorp Shares		14,403,698

Dividends

SebCorp does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the SebCorp Shares in the future will be made by the board of directors of SebCorp on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of SebCorp

General

SebCorp is not carrying on any business at the present time. On completion of the Arrangement, SebCorp will commence its business as a therapeutic and non-therapeutic products company and consider other business opportunities from time to time. The objectives of SebCorp's management will be to raise equity funds to develop the letter of intent with WFS Pharmagreen Inc and develop other opportunities as they become available.

Business of SebCorp Following the Arrangement

SebCorp is not carrying on any business at the present time. On completion of the Arrangement, SebCorp will commence its business of developing and selling therapeutic and non-therapeutic products and consider other business opportunities from time to time. The objectives of SebCorp's management will be to raise equity funds to develop and sell therapeutic and non-therapeutic products and develop other opportunities as they become available. Pursuant to a letter of intent with WFS Pharmagreen Inc. dated November 27, 2014, SebCorp will acquire an active application for a producer and distributor license pursuant to the Health Canada Marijuana for Medical Purposes Regulations, and develop and take to market certain consumable products and non-consumable hemp and marijuana products for therapeutic and non-therapeutic human and animal use. SebCorp will also develop other products which do not involve hemp or marijuana.

SebCorp will also evaluate and may acquire other licenses and opportunities from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, Web Watcher will transfer to SebCorp all of Web Watcher's interest in the letter of intent with WFS Pharmagreen Inc. in consideration for 14,403,698 SebCorp Shares multiplied by the Conversion Factor, which shares will be distributed to the Web Watcher Shareholders who hold Web Watcher Shares on the Share Distribution Record Date on the basis of one SebCorp Share for each Web Watcher Share held.

SebCorp is a start-up therapeutic and non-therapeutic products company and therefore has no regular source of income, other than interest income it may earn on funds invested in short-term deposits. As a result, SebCorp's ability to conduct operations, including the development of its mixed martial arts production business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that SebCorp will be able to do so.

See "Selected Unaudited *Pro-forma* Financial Information" for information concerning the financial assets of SebCorp resulting from the Arrangement.

Results of Operations

SebCorp has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, Web Watcher will transfer to SebCorp all of Web Watcher's interest in the letter of intent with WFS Pharmagreen Inc. in consideration for 14,403,698 SebCorp Shares multiplied by the Conversion Factor.

The estimated unaudited pro-forma working capital of SebCorp at September 30, 2014 is approximately \$100, which will be available to SebCorp upon completion of the Arrangement.

Share Capital of SebCorp

The following table represents the share capitalization of SebCorp as at September 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100 ⁽¹⁾	14,403,698 ⁽²⁾

NOTES:

- (1) One hundred common shares of SebCorp were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

SebCorp is authorized to issue an unlimited number of common shares without par value, of which approximately 14,403,698 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of SebCorp Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of SebCorp and are entitled to one vote for each SebCorp Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of SebCorp, including without limitation the rights of the holders of preferred shares, any dividend declared by SebCorp; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of SebCorp shares, including without limitation the holders of preferred shares, the remaining property and assets of SebCorp upon dissolution. Subject to the provisions of the Act, SebCorp may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of SebCorp Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the

dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of SebCorp

The *pro-forma* fully diluted share capital of SebCorp, assuming completion of the Arrangement, is set out below:

Designation of SebCorp Securities	Number of SebCorp Shares	Percentage of Total
Subscriber's shares issued on incorporation ⁽¹⁾	100	0.00%
SebCorp Shares issued in exchange for the letter of intent with WFS Pharmagreen Inc., which shares will be distributed to the Web Watcher Shareholders ⁽²⁾	14,403,698	100%
Total	14,403,698	100%

NOTES:

- (1) One hundred common shares of SebCorp were issued to Web Watcher on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.
- (2) After multiplication by the Conversion Factor.

Prior Sales of Securities of SebCorp

SebCorp issued one hundred common shares to Donald Gordon at a price of \$1.00 per share on incorporation on October 30, 2014 which were transferred by Donald Gordon to Web Watcher at a price of \$1.00 per on October 30, 2014.

Options and Warrants

Stock Options

The Web Watcher Shareholders will be asked at the Meeting to approve the SebCorp Option Plan. See “Approval of the SebCorp Stock Option Plan”. As of the Effective Date, assuming approval of the SebCorp Option Plan by the Web Watcher Shareholders, there will be approximately 1,440,370 SebCorp Shares available for issuance under the SebCorp Option Plan. As of the date of this Circular, SebCorp has not granted any options under the SebCorp Option Plan.

Convertible Securities

The following convertible securities of SebCorp will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price ⁽²⁾
SebCorp Commitment	N/A	0	0

Principal Shareholders of SebCorp

To the knowledge of the directors and executive officers of SebCorp, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, SebCorp Shares carrying more than 10% of the voting rights attached to all outstanding SebCorp Shares, other than Donald Gordon, who owns 5,980,000 SebCorp Shares, representing 41.52% of the currently issued and outstanding SebCorp Shares, and Brian Peterson, who owns 5,980,000 SebCorp Shares, representing 41.52% of the currently issued and outstanding SebCorp Shares.

Directors and Officers of SebCorp

The following table sets out the names of the current and proposed directors and officers of SebCorp, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of SebCorp, and the number and percentage of SebCorp Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with SebCorp	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON ⁽²⁾ Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director since October 30, 2014	834,763
DONALD GORDON North Vancouver, BC Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO and Director	Director since October 30, 2014	5,980,000
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	CEO and Director	Director since October 30, 2014	5,980,000

NOTES:

The members of SebCorp's Audit Committee are William Gordon, Donald Gordon, Brian Peterson. SebCorp has not established a Compensation Committee.

Management of SebCorp

The following is a description of the individuals who will be directors and officers of SebCorp following the completion of the Arrangement:

William Gordon, President and Director, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies: Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).

Donald Gordon, Chief Financial Officer and Director, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX

Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Carrus Capital Corp, newlox Gold Ventures Corp., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., Silk Road Ventures Ltd., AFG Flameguard Ltd., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Sor Baroot Resources Corp., Webwatcher Systems Ltd., 0941092 B.C. Ltd, Ali Baba Innovations Corp. (Formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Proelium MMA Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), and Network Oncology Inc. (formerly Organach Beverage Acquisition Corp.).He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies: Web Watcher Systems Ltd., 0941092 B.C. Ltd., Ali Baba Innovations Corp. (formerly Cuprum Coatings Acquisition Corp.), Azzardo Game Acquisition Corp., Aida Minerals Corp (formerly Mianach Resource Acquisition Corp.), Saibhir Art Acquisition Corp., Lainineach Asset Acquisition Corp., Forbairt Development Acquisition Corp., Bresola Oil Acquisition Corp., and Marapharm Ventures Corp.

He is past President of the Mortgage Brokers Institute and past President of the Mortgage Brokers Association, of British Columbia, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of SebCorp is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Donald Gordon is a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and subsequently has been struck from the corporate registry. Mr. Gordon is a Director of AFG Flameguard Ltd. which is subject to a cease trade order issued by the British Columbia Securities Commission on May 8, 2014 and the Ontario Securities Commission on May 26, 2014 for failure to file required annual audited financial information in the prescribed time and the cease trade order remains in force at the date of this Circular. Mr. Gordon is a director of Sor Baroot Resources Corp., which was subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Brian Peterson became a director of Miramare Capital Inc. (“Miramare”) in May 2010 at which time the shares of this company were under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. (“Aztek”), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan. Mr. Peterson is a director of Sor Baroot Resources Corp., which is subject to a cease trade order issued by the British Columbia Securities Commission on August 6, 2014 for failure to file audited financial statements for the period ending March 31, 2014. The cease trade order was revoked on October 30, 2014.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc., the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Penalties or Sanctions

No director, officer, promoter or other member of management of SebCorp has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of SebCorp has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of SebCorp are required by law to act honestly and in good faith with a view to the best interest of SebCorp and to disclose any interests which they may have in any project or opportunity of SebCorp. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not SebCorp will participate in any project or opportunity, that director will primarily consider the degree of risk to which SebCorp may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among SebCorp and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of SebCorp

The executive officers of SebCorp (the “**Executive Officers**”) are:

Brian Peterson – Chief Executive Officer

Donald Gordon – Chief Financial Officer

SebCorp does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of SebCorp.

Indebtedness of Directors and Executive Officers of SebCorp

No individual who is, or at any time from the date of SebCorp’s incorporation to the date hereof was a director or executive officer of SebCorp, or an associate or affiliate of such an individual, is or has been indebted to SebCorp.

SebCorp's Auditor

Manning Elliott LLP, Chartered Accountants, are the auditors of SebCorp.

SebCorp's Material Contracts

The following are the contracts which are material to SebCorp:

1. the Arrangement Agreement;
2. the SebCorp Option Plan.

The material contracts described above may be inspected at the registered office of SebCorp at 1010 - 1030 West Georgia Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of SebCorp.

TRANSFER AGENT AND REGISTRAR

The registrar and transfer agent for Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp is Computershare Trust Company of Canada, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

Web Watcher's registrar and transfer agent is Computershare Trust Company of Canada, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

LEGAL PROCEEDINGS

There are no pending legal proceedings to which the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, or SebCorp is or is likely to be a party or of which any of its properties are, or to the best of knowledge of management of the Company, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, or SebCorp are, likely to be subject.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Shareholders of the Company may contact the Company to request copies of the Company's financial statements and management's discussion and analysis by sending a written request to 500 - 900 West Hastings Street, Vancouver, BC V6C 1E5, Attention: Corporate Secretary. Financial information is provided in the Company's comparative financial statements and management discussion and analysis for its most recently completed financial year.

EXPERTS

The audited financial statements of the Company as at June 30, 2014, included in this Circular have been so included in reliance upon the review of Manning Elliott LLP, Chartered Accountants, and upon the authority of such firm as experts in accounting and auditing. Manning Elliott LLP, Chartered Accountants, is independent within the meaning of the applicable rules of professional conduct in Canada.

Each of the above named experts has advised the Company that they beneficially own, directly or indirectly, less than 1% of the outstanding Web Watcher Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares, and as a group they own less than one (1%) percent of the issued Web Watcher Shares, Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares, and SebCorp Shares.

OTHER MATTERS

The Directors are not aware of any other matters which they anticipate will come before the Meeting as of the date of this Circular.

APPROVAL OF INFORMATION CIRCULAR

The undersigned hereby certifies that the contents and the sending of this Circular have been approved by the Board.

Dated at Vancouver, British Columbia this 27th day of December, 2014.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "William Gordon" _____

William Gordon
President

CERTIFICATE OF THE COMPANY

Date: December 27, 2014

The foregoing management information circular constitutes full, true and plain disclosure of all material facts relating to the transactions contemplated in this management information circular as required by the securities legislation of the Provinces of British Columbia and Ontario.

By: /s/ "William Gordon"
William Gordon
President

By: /s/ "Donald Gordon"
Donald Gordon
Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS

By: /s/ "Brian Peterson"
Brian Peterson
Director

SCHEDULE "A"

SPECIAL RESOLUTIONS FOR THE ANNUAL AND SPECIAL MEETING OF WEB WATCHER SYSTEMS LTD.

Capitalized words used in this Schedule "A" and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

I. To approve the Arrangement

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the Arrangement Agreement dated effective December 9, 2014, between Web Watcher Systems Ltd. (the "**Company**"), Cdn BVentures Ltd., Cdn DCorp Ventures Ltd., Cdn WCorp Holdings Ltd., GCorp Discovery Ltd., SCorp Energy Ltd., and SebCorp Technology Ltd., is hereby approved, ratified and affirmed;
2. the Arrangement under Division 5 of Part 9 of the Act, substantially as set forth in the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement, is hereby approved and authorized;
3. notwithstanding that this special resolution has been passed by the shareholders of the Company or that the Arrangement has received the approval of the Court, the Board may amend the Arrangement Agreement and/or decide not to proceed with the Arrangement or revoke this special resolution at any time prior to the filing of a certified copy of the court order approving the Arrangement with the Registrar without further approval of the shareholders of the Company; and
4. any director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to this special resolution, the execution and delivery of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

II. To approve the incentive stock option plan of Cdn BVentures Ltd.

"BE IT RESOLVED THAT:

1. the stock option plan of Cdn BVentures, as described in this management information circular of the Company dated December 27, 2014, be and is hereby ratified and approved for the ensuing year; and
2. any one (1) director or officer of Cdn BVentures be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Cdn BVentures or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

III. To approve the incentive stock option plan of Cdn DCorp Ventures Ltd.

“BE IT RESOLVED THAT:

1. the stock option plan of Cdn DCorp., as described in this management information circular of the Company dated December 27, 2014, be and is hereby ratified and approved for the ensuing year; and
2. any one (1) director or officer of Cdn DCorp. be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Cdn DCorp. or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

IV. To approve the incentive stock option plan of Cdn WCorp Holdings Ltd.

“BE IT RESOLVED THAT:

1. the stock option plan of Cdn WCorp, as described in this management information circular of the Company dated December 27, 2014, be and is hereby ratified and approved for the ensuing year; and
2. any one (1) director or officer of Cdn WCorp be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Cdn WCorp or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

V. To approve the incentive stock option plan of GCorp Discovery Ltd.

“BE IT RESOLVED THAT:

1. the stock option plan of GCorp, as described in this management information circular of the Company dated December 27, 2014, be and is hereby ratified and approved for the ensuing year; and
2. any one (1) director or officer of GCorp be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of GCorp or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

VI. To approve the incentive stock option plan of SCorp Energy Ltd.

“BE IT RESOLVED THAT:

1. the stock option plan of SCorp Energy, as described in this management information circular of the Company dated December 27, 2014, be and is hereby ratified and approved for the ensuing year; and
2. any one (1) director or officer of SCorp Energy be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of SCorp Energy or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

VII. To approve the incentive stock option plan of SebCorp Technology Ltd.

“BE IT RESOLVED THAT:

1. the stock option plan of SebCorp, as described in this management information circular of the Company dated December 27, 2014, be and is hereby ratified and approved for the ensuing year; and
2. any one (1) director or officer of SebCorp be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of SebCorp or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

SCHEDULE "B"
THE INTERIM ORDER



No. S-149812
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: ARRANGEMENT AMONG WEB WATCHER SYSTEMS LTD. (THE "PETITIONER"), CDN BVENTURES LTD., CDN DCORP VENTURES LTD., CDN WCORP HOLDINGS LTD., GCORP DISCOVERY LTD., SCORP ENERGY LTD., SEBCORP TECHNOLOGY LTD., AND THE SHAREHOLDERS OF WEB WATCHER SYSTEMS LTD.

ORDER MADE AFTER APPLICATION

BEFORE MASTER *MUIR*)
)
) FRIDAY, THE 19TH DAY
) OF DECEMBER, 2014
)

ON THE APPLICATION WITHOUT NOTICE of the Petitioner for an interim order for direction of the Court in connection with a proposed arrangement pursuant to Sections 288 and 291 of the Business Corporations Act (British Columbia), S.B.C., 2002 c. 57 as amended (the "BCBCA"), coming on for hearing at Vancouver, British Columbia on the 19th day of December, 2014.

AND ON HEARING Linas Antanavicius, counsel for the Petitioner.

AND UPON READING the Petition herein dated December 17, 2014 and the Affidavit #1 of Donald Gordon sworn and filed on the 17th day of December, 2014. This court orders that:

THE MEETING

1. Web Watcher Systems Ltd. ("**Web Watcher**") is authorized and directed to call, hold and conduct an annual general and special meeting (the "**Meeting**") of the common shareholders of Web Watcher (the "**Web Watcher Shareholders**") to be held at 10 a.m. on January 29, 2015 at the offices of Computershare Investor Services Inc., 510 Burrard Street, 3rd Floor, Vancouver, British Columbia or such other location in Vancouver, British Columbia to be determined by Web Watcher.
2. At the Meeting, Web Watcher Shareholders will, *inter alia*, consider, and if deemed advisable, approve, with or without variation, a special resolution (the "**Arrangement Resolution**") adopting, with or without amendment, the arrangement (the "**Arrangement**") involving Web Watcher, Web Watcher Shareholders, Cdn BVentures Ltd., Cdn DCorp Ventures Ltd., Cdn WCorp Holdings Ltd., GCorp Discovery Ltd., SCorp Energy Ltd., and SebCorp Technology Ltd., as set forth more particularly in the plan of arrangement (the "**Plan of Arrangement**") attached as Exhibit "A" to the Affidavit #1 of Donald Gordon sworn December 17, 2014 (the "**Affidavit**") and filed herein.
3. The Meeting will be called, held and conducted in accordance with the Notice of Annual General and Special Meeting to be delivered to the Web Watcher Shareholders in substantially the form attached to and forming part of the Management Information Circular (the "**Circular**") attached as Exhibit "B" to the Affidavit, and in accordance with applicable provisions of the

BCBCA, the Articles of Web Watcher, the *Securities Act* (British Columbia), R.S.B.C. 1996, c. 418, as amended (the “**Securities Act**”), and related rules and policies, the terms of this Order (the “**Interim Order**”) and any further Order of this Court, the rulings and directions of the Chairman of the Meeting, and, to the extent of any inconsistency or discrepancy between the Interim Order and the terms of any of the foregoing, the Interim Order will govern.

RECORD DATE FOR NOTICE

4. The record date for determination of the Web Watcher Shareholders entitled to receive the notice of Meeting, the Circular and a form of proxy (the “**Meeting Materials**”) will be the close of business (Vancouver time) on December 23, 2014 (the “**Record Date**”) or such other date as the directors of Web Watcher may determine in accordance with the Articles of Web Watcher, the BCBCA and the Securities Act, and as disclosed in the Meeting Materials.

NOTICE OF MEETING

5. The Meeting Materials, with such amendments or additional documents as counsel for Web Watcher may advise are necessary or desirable, and that are not inconsistent with the terms of this Interim Order, and a copy of this Interim Order, will be sent at least twenty-one (21) days prior to the date of the Meeting, to: (a) Web Watcher Shareholders who are registered shareholders on the Record Date and to brokerage intermediaries on behalf of beneficial Web Watcher Shareholders where applicable, by prepaid ordinary mail addressed to each registered Web Watcher Shareholder at his, her or its address as maintained by the registrar and transfer agent of Web Watcher or delivery of same by courier service or by facsimile transmission or e-mail transmission to any such Web Watcher Shareholder who identifies himself, herself or itself to the satisfaction of Web Watcher and who requests such courier, facsimile or e-mail transmission.

6. The accidental failure or omission by Web Watcher to give notice of the Meeting or the Petition to any person in accordance with this Interim Order, as a result of mistake or of events beyond the reasonable control of Web Watcher (including, without limitation, any inability to utilize postal services) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such accidental failure or omission is brought to the attention of Web Watcher, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances. Such rectified notice shall be deemed to be good and sufficient notice of the Meeting and/or this Petition, as the case may be.

7. The distribution of the Meeting Materials pursuant to paragraph 5 of this Interim Order shall constitute good and sufficient notice of the Meeting to registered and non-registered Web Watcher Shareholders.

8. Web Watcher is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials (“**Additional Information**”) in accordance with the terms of the Arrangement, as Web Watcher may determine to be necessary or desirable and notice of such Additional Information may be communicated to Web Watcher Shareholders by news release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed.

DEEMED RECEIPT OF MEETING MATERIALS

9. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been received by the Web Watcher Shareholders:

- a. In the case of mailing to registered Web Watcher Shareholders or, in the case of delivery by courier of materials to brokerage intermediaries, five days after delivery thereof to the post office or acceptance by the courier service, respectively; and
 - b. In the case of delivery by courier, facsimile transmission or e-mail transmission directly to a registered Web Watcher Shareholder, the business day after such delivery or transmission of same.
10. Subject to other provisions of this Interim Order, no other form of service or delivery of the Meeting Materials or any portion thereof need be made, or notice given, or other material served in respect of the Meeting to any persons described in paragraph 5 of this Interim Order or to any other persons.

PERMITTED ATTENDEES

11. The persons entitled to attend the Meeting will be Web Watcher Shareholders of record as of the close of business (Vancouver time) on the Record Date, their respective proxies, the officers, directors and advisors of Web Watcher and such other persons who receive the consent of the Chairman of the Meeting to attend.

VOTING AT THE MEETING

12. The only persons permitted to vote at the Meeting will be the registered Web Watcher Shareholders as of the close of business (Vancouver time) on the Record Date or their valid proxy holders as described in the Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined) and legal counsel to Web Watcher.
13. The requisite approval of the Arrangement Resolution will be 66.66% of the votes cast on the resolution by the Web Watcher Shareholders present in person or by proxy at the Meeting. Each common share of Web Watcher voted will carry one vote.
14. A quorum for the Meeting will be the quorum required by the Articles of Web Watcher.
15. In all other respects, the terms, restrictions and conditions of the constating documents of Web Watcher will apply in respect of the Meeting.
16. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

ADJOURNMENT OF MEETING

17. Notwithstanding any provision of the BCBCA or the Articles of Web Watcher, the board of directors of Web Watcher shall be entitled if it deems advisable, to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any votes of the Web Watcher Shareholders respecting the adjournment or postponement and without the need for approval of the Court.
18. The record date for Web Watcher Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

19. Web Watcher is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, provided it has obtained any required consents, and the Plan of Arrangement as so amended, revised or supplemented will be the Plan of Arrangement which is submitted to the Meeting and which will thereby become the subject of the Arrangement Resolution.

SCRUTINEER

20. A representative of Web Watcher's registrar and transfer agent (or any agent thereof) (the "**Scrutineer**") will be authorized to act as scrutineer for the Meeting.

PROXY SOLICITATION

21. Web Watcher is authorized to permit the Web Watcher Shareholders to vote by proxy using the form of proxy, in substantially the same form as attached as Exhibit "B" to the Affidavit. Web Watcher is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communications as it may determine.

22. Web Watcher may in its discretion waive the time limits for deposit of proxies by Web Watcher Shareholders if Web Watcher deems it reasonable to do so.

DISSENT RIGHTS

23. The Web Watcher Shareholders will, as set out in the Plan of Arrangement, be permitted to dissent from the Arrangement Resolution in accordance with the dissent procedures set forth in Division 2 of Part 8 of the BCBCA, strictly applied and as may be modified by the Plan of Arrangement.

SERVICE OF COURT MATERIALS

24. Web Watcher will include in the Meeting Materials a copy of this Interim Order, the Notice of Hearing of Petition and will make available to any Web Watcher Shareholder requesting same, a copy of each of the Petition herein and the accompanying Affidavit (collectively, the "**Court Materials**"). The service of the Petition and Affidavit in support of the within proceedings to any Web Watcher Shareholder requesting same is hereby dispensed with.

25. Delivery of the Court Materials given in accordance with this Interim Order will constitute good, sufficient and timely service of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service need be made and no other material need to be served on such persons in respect of these proceedings.

FINAL APPROVAL HEARING

26. Upon the approval by the Web Watcher Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Web Watcher may apply for an order of this Honourable Court approving the Plan of Arrangement (the "**Final Order**") and that the Petition be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver,

British Columbia at 9:45 a.m. on February 4, 2015 or such later date as counsel for Web Watcher may be heard.

27. The Court shall consider at the hearing for the Final Order, the fairness of the terms and conditions of the Arrangement, as provided for in the Arrangement, and the rights and interest of every person affected thereby.

28. Any Web Watcher Shareholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order provided that such Web Watcher Shareholder shall file a Response to Petition, in the form provided by the Rules of Court of the Supreme Court of British Columbia, with this Court and deliver a copy of the filed Response to Petition together with a copy of all materials on which such Web Watcher Shareholder intends to rely at the submissions to the Petitioner at Web Watcher Systems Ltd., 500-900 West Hastings Street, Vancouver, BC, V6C 1E5, Attention: Donald Gordon at or before 10:00 a.m. on January 30, 2015, subject to the direction of this Honourable Court.

29. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response to the Petition, in accordance with the preceding paragraph of this Interim Order, need to be served with notice of the adjourned date.

30. The Petitioner shall not be required to comply with Rule 8-1 and Rule 16-1 of the Rules of Court in relation to the hearing of the Final Order approving the Plan of Arrangement and such rules will not apply to any application to vary this Interim Order.

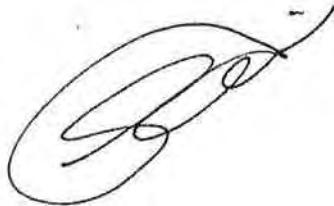
VARIANCE

31. Web Watcher is at liberty to apply to this Honourable Court to vary this Interim Order and for advice and direction with respect to the Plan of Arrangement or any of the matters related to this Interim Order and such further and other relief as this Honourable Court may consider just.

APPROVED AS TO FORM



Lawyer for the Petitioner
Linas Antanavicius



BY THE COURT



REGISTRAR

No. 5-149812
Vancouver
Registry

**RE: ARRANGEMENT AMONG WEB WATCHER SYSTEMS LTD. (THE "PETITIONER"),
CDN BVENTURES LTD., CDN DCORP VENTURES LTD., CDN WCORP HOLDINGS LTD.,
GCORP DISCOVERY LTD., SCORP ENERGY LTD., SEBCORP TECHNOLOGY LTD., AND
THE SHAREHOLDERS OF WEB WATCHER SYSTEMS LTD.**

**ORDER MADE
AFTER
APPLICATION**

Linas Antanavicius
Remedios & Company Law Corporation
1010 - 1030 West Georgia Street
Vancouver, BC V6E 2Y3
Tel. 778-322-5100

SCHEDULE "C"

DISSENT PROCEDURES

Business Corporations Act (British Columbia)

PART 2 OF DIVISION 8 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Definitions and application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- (a) the court orders otherwise, or
- (b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

- (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
 - (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
 - (g) in respect of any other resolution, if dissent is authorized by the resolution;
 - (h) in respect of any court order that permits dissent.
- (2) A shareholder wishing to dissent must
- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
 - (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
 - (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

- 239** (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.
- (2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
- (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
 - (b) identify in each waiver the person on whose behalf the waiver is made.

- (3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, D-3 the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
 - (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.
- (4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

- 240** (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,
- (a) a copy of the proposed resolution, and
 - (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.
- (2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,
- (a) a copy of the proposed resolution, and
 - (b) a statement advising of the right to send a notice of dissent.
- (3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,
- (a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.
- (4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:
 - (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
 - (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
 - (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
- (5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

- 243** (1) A company that receives a notice of dissent under section 242 from a dissenter must,
- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1) (a) or (b) of this section must

- (a) be dated not earlier than the date on which the notice is sent,
- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under section 244. D-6

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
- (b) the certificates, if any, representing the notice shares, and
- (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

- (a) the dissenter is deemed to have sold to the company the notice shares, and
- (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
- (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
- (c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

- (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
- (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
- (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

- (a) the company is insolvent, or
- (b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

the dissenter must return any money that the company paid to the dissenter in respect of the notice of shares under, or in purported compliance with, this Division.

SCHEDULE "D"

***PRO-FORMA* UNAUDITED BALANCE SHEET OF WEB WATCHER, CDN
BVENTURES, CDN DCORP, CDN WCORP, GCORP, SCORP ENERGY, AND
SEBCORP AS AT SEPTEMBER 30, 2014**

**WEB WATCHER SYSTEMS
LTD.**

**Pro-Forma Combined Balance
Sheet**

As at September 30, 2014

(Unaudited - Prepared by
Management)

	Web Watcher Systems Ltd.	Cdn BVentures Ltd.	Cdn DCorp Ventures Ltd.	Cdn WCorp Holdings Ltd.
	September 30, 2014	Pro-Forma September 30, 2014	Pro-Forma September 30, 2014	Pro-Forma September 30, 2014
	\$	\$	\$	\$
Assets				
Current				
Cash	463	100	100	100
	463	-	-	-
	463	100	100	100
Liabilities				
Current				
Payables and Accruals	20,937	-	-	-
Due to related parties	68,006	-	-	-
Due to Former parent	130	-	-	-
	89,073	-	-	-
Equity				
Share Capital	1	100	100	100
Deficit	-88,611	-	-	-
	-88,610	100	100	100
	463			

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WEB WATCHER SYSTEMS LTD.

Pro-Forma Combined Balance Sheet

As at September 30, 2014

(Unaudited - Prepared by Management)

	GCorp Discovery Ltd.	SCorp Energy Ltd.	SebCorp Technology Ltd	Pro Forma Adjustments (Note 2)	Web Watcher Systems Ltd.
	Pro-Forma September 30, 2014	Pro-Forma September 30, 2014	Pro-Forma September 30, 2014	Pro-Forma September 30, 2014	Pro-Forma September 30, 2014
	\$	\$	\$	\$	\$
Assets					
Current					
Cash	100	100	100	-600	463
					463
Subsidiaries				600 ⁽¹⁾	-
				-600	
	100	100	100	-	9,401
Liabilities					
Current					
Payables and Accruals					20,937
Due to related parties				600 ⁽²⁾	68,606
Due to Former parent					130
					89,673
Equity					
Share Capital	1	1	1	1	1
Deficit				-600 ⁽³⁾	-89,211
					-89,210
					463

(1) Subsidiaries created and spun out on the plan of arrangement.

(2) Listing costs assumed

(3) Incorporation costs of subsidiaries written off

WEB WATCHER SYSTEMS LTD.
Pro-Forma Combined Statement of Operations
For the Period ended September 30, 2014

(Unaudited - Prepared by Management)

	Web Watcher Systems Ltd. For the period ended September 30, 2014	Pro-Forma Cdn BVentures Ltd. September 30, 2014	Pro-Forma Cdn DCorp Ventures Ltd. September 30, 2014	Pro-Forma Cdn WCorp Holdings Ltd. September 30, 2014	Pro-Forma GCorp Discovery Ltd. September 30, 2014	Pro-Forma SCorp Energy Ltd. Septembe r 30, 2014	Pro-Forma SebCorp Technol ogy Ltd Septembe r 30, 2014	Pro- Forma Web Watcher Systems Ltd. Septem ber 30, 2014
	\$	\$	\$	\$	\$	\$	\$	\$
Expenses								
Office and Admin	500							500
Rent Expense	1,975							1,975
Transfer Agent	413							413
Professional Fees	3,634	NIL	NIL	NIL	NIL	NIL	NIL	3,634
Listing Expenses		100	100	100	100	100	100	600
Net Loss and Comprehensive Loss	-6,522	100	100	100	100	100	100	-7,122
Basic and Diluted Loss per Common Share	(.0005)	N/A	N/A	N/A	N/A	N/A	N/A	(.0005)

Note 1 Basis of Presentation

The accompanying unaudited combined pro-forma financial statements have been prepared by management of Web Watcher Systems Ltd. ("Web Watcher") and six subsidiaries, incorporated October 30, 2014 being Cdn BVentures Ltd. ("Cdn BVentures"), Cdn DCorp Ventures Ltd. ("Cdn DCorp"), Cdn WCorp Holdings Ltd. ("Cdn WCorp") GCorp Discovery Ltd. ("GCorp"), SCorp Energy Ltd. (SCorp Energy), SebCorp Technology Ltd. (SebCorp) collectively the "Subsidiaries", for inclusion in a Shareholder Circular of Web Watcher for illustrative purposes only, to show the effect of the transaction (the "Transaction") between Web Watcher and the Subsidiaries, on the basis of the assumptions described in Note 2 below.

These pro-forma combined financial statements have been derived from unaudited financial statements of Web Watcher as at and for the period ended September 30, 2014, all financial amounts are shown in Canadian dollars.

Web Watcher entered into a Plan of Arrangement agreement with each of the six Subsidiaries dated December 9, 2014 (the "Arrangement Agreement"). Pursuant to the Arrangement Agreement, and on the effective date of the Arrangement, the following shall occur:

Upon Arrangement:

The following will be the result of the Arrangement:

- (a) Web Watcher will transfer the Letter of Intent entered into with Northern Vine Canada Inc., a private company located at Suite 1000 – 355 Burrard St Vancouver B.C. V6C 2G8, dated November 18, 2014 recorded as no value to Web Watcher for accounting purposes. In exchange Web Watcher will be issued the same number of Cdn BVentures Shares as the number of Web Watcher Shares that are issued on the Distribution Record Date multiplied by the Conversion Factor giving approximately 1 share of Cdn BVentures for every 1 share of Web Watcher held. Web Watcher will distribute the Cdn BVentures Shares to the shareholders of Web Watcher. Cdn BVentures, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Northern Vine Canada Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- (b) Web Watcher will transfer to Cdn DCorp the Letter of Intent entered into with 0990718 B.C. Ltd., a private company located at 4665 Willow Creek Road, West Vancouver V7W 1C3 dated November 20, 2014 recorded as no value to Web Watcher for accounting purposes. In exchange Web Watcher will be issued the same number of Cdn DCorp Shares as the number of Web Watcher Shares that are issued on the Distribution Record Date multiplied by the Conversion Factor giving approximately 1 share of Cdn DCorp for every 1 share of Web Watcher held. Web Watcher will distribute the Cdn DCorp Shares to the shareholders of Web Watcher. Cdn DCorp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with 0990718 B.C. Ltd. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- (c) Web Watcher will transfer to Cdn WCorp the Letter of Intent entered into with 1016460 B.C. Ltd., a private company located at Suite 2600 Oceanic Plaza, 1066 West Hastings Street, Vancouver, BC V6E 3X1 dated October 22, 2014 recorded as no value to Web Watcher for accounting purposes. In exchange Web Watcher will be issued the same number of Cdn WCorp Shares as the number of Web Watcher Shares that are issued on the Distribution Record Date multiplied by the Conversion Factor giving approximately 1 share of Cdn WCorp for every 1 share of Web Watcher held. Web Watcher will distribute the Cdn WCorp Shares to the shareholders of Web Watcher. Cdn WCorp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with 1016460 B.C. Ltd. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- (d) Web Watcher will transfer to GCorp the Letter of Intent entered into with Panamax International Petroleum Inc., a private company located at 532 Bloor Ave, Ottawa Ontario K1G 0V3, November 14, 2014 recorded as no value to Web Watcher for accounting purposes. In exchange Web Watcher will be issued the same number of GCorp Shares as the number of Web Watcher Shares that are issued on the Distribution Record Date multiplied by the Conversion Factor giving approximately 1 share of GCorp for every 1 share of Web Watcher held. Web Watcher will distribute the GCorp Shares to the shareholders of Web Watcher. GCorp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Panamax International Petroleum Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- (e) Web Watcher will transfer to SCorp Energy the Letter of Intent entered into with Stompy Bot Productions Inc., a private company located at 1216 Sandy Cove Road, Saint John, New Brunswick E2M 5V8, dated November 18, 2014 recorded as no value to Web Watcher for accounting purposes. In exchange Web Watcher will be issued the same number of SCorp Energy Shares as the number of Web Watcher Shares that are issued on the Distribution Record Date multiplied by the Conversion Factor giving approximately 1 share of SCorp Energy for every 1 shares of Web Watcher held. Web Watcher will distribute the SCorp Energy Shares to the shareholders of Web Watcher. SCorp Energy, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Stompy Bot Productions Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;
- (f) Web Watcher will transfer to SebCorp the Letter of Intent entered into with WFS Pharmagreen Inc., a private company incorporated under the BCBCA dated September 17, 2013 recorded as no value to Web Watcher for accounting purposes. In exchange Web Watcher will be issued the same number of SebCorp Shares as the number of Web Watcher Shares that are issued on the

Distribution Record Date multiplied by the Conversion Factor giving approximately 1 share of SebCorp for every 1 shares of Web Watcher held. Web Watcher will distribute the SebCorp Shares to the shareholders of Web Watcher. SebCorp, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with WFS Pharmagreen Inc. for aggregate consideration of 14,403,698 Web Watcher Shares multiplied by the Conversion Factor;

Each Web Watcher Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold one Web Watcher Share and its pro-rata share of the Cdn BVentures shares, Cdn DCorp shares, Cdn WCorp shares, GCorp shares, SCorp Energy shares, and SebCorp shares for each currently held Web Watcher Share.

The pro-forma combined financial statements have been prepared in accordance with accounting policies generally accepted in Canada that are consistent with the policies used in preparing Web Watcher's unaudited financial statements as at and for the period ended September 30, 2014.

These pro-forma combined financial statements should be read in conjunction with the description of the Transaction contained in the Circular of Web Watcher dated December 29, 2014 and the historical financial statements of Web Watcher together with notes, which are referred to above.

In the opinion of management, these pro-forma combined financial statements include all adjustments necessary for a fair presentation of the transactions described in these notes. These pro-forma combined financial statements are not necessarily indicative of the financial position or financial performance that would have resulted had the Transaction taken place at the respective dates referred to above.

Note 2 Pro-forma Adjustments

The pro-forma combined balance sheet gives effect to the following transactions as if they had occurred at September 30, 2014. The pro-forma combined statements of operations give effect to the following transactions as if they had occurred on the first day of the periods presented:

(a) all Web Watcher shareholders receive approximately 1 share of each of Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy, and SebCorp for each currently held Web Watcher Share

(b) no net change in Web Watcher assets, deficit, contributed surplus, and share capital at the time of the initial distribution of the Subsidiaries shares.

SCHEDULE "E"

**AUDITED FINANCIAL STATEMENTS AND MD&A OF WEB WATCHER FOR THE
YEAR ENDED JUNE 30, 2014 AND QUARTERLY FINANCIAL STATEMENTS AND
MDA OF WEB WATCHER FOR THE PERIOD ENDED SEPTEMBER 30, 2014**

Web Watcher Systems Ltd.

Consolidated Financial Statements

For the years ended June 30, 2014 and 2013

(Expressed in Canadian dollars)

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INDEPENDENT AUDITORS' REPORT

To the Shareholders of
Web Watcher Systems Ltd.

We have audited the accompanying consolidated financial statements of Web Watcher Systems Ltd. which comprise the consolidated statements of financial position as at June 30, 2014 and 2013, and the consolidated statements of comprehensive loss, changes in equity and cash flows for the years then ended and the related notes comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained based on our audits is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of Web Watcher Systems Ltd. as at June 30, 2014 and 2013, and its consolidated financial performance and cash flows for the years then ended in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 in the consolidated financial statements which indicates the existence of a material uncertainty that may cast significant doubt on the ability of Web Watcher Systems Ltd. to continue as a going concern.

Manning Elliott LLP

CHARTERED ACCOUNTANTS
Vancouver, British Columbia
November 28, 2014

Web Watcher Systems Ltd.
Consolidated Statements of Financial Position
As at June 30, 2014 and 2013
(Expressed in Canadian dollars)

	Note	June 30, 2014 \$	June 30, 2013 \$
ASSETS			
Current Assets			
Cash		575	10,001
		575	10,001
LIABILITIES			
Current Liabilities			
Accrued liabilities and accounts payable		32,473	7,125
Due to related parties	9	50,059	10,000
Due to former parent company	9	130	130
		82,662	17,255
SHAREHOLDERS' EQUITY (DEFICIENCY)			
Share capital	5	1	1
Deficit		(82,088)	(7,255)
		(82,087)	(7,254)
		575	10,001

Nature of Operations and Going Concern	1
Corporate Restructuring	4

Approved and authorized for issue by the Board of Directors on November 28, 2014:

"Brian Peterson"

Brian Peterson, Director

"Bill Gordon"

Bill Gordon, Director

The accompanying notes are an integral part of these Consolidated Financial Statements

Web Watcher Systems Ltd.
Consolidated Statements of Comprehensive Loss
For the Years Ended June 30, 2014 and 2013
(Expressed in Canadian dollars)

	2014	2013
	\$	\$
Expenses		
Bank charge and interest	261	-
Office and miscellaneous	582	-
Professional fees	54,357	7,125
Regulatory	6,540	-
Stock transfer fee	13,093	-
Net loss and comprehensive loss	(74,833)	(7,125)
Basic and diluted loss per common share	(0.01)	(7,125)
Weighted average number of common shares outstanding	13,496,068	1

The accompanying notes are an integral part of these Consolidated Financial Statements

Web Watcher Systems Ltd.
Consolidated Statements of Changes in Equity
For the Years Ended June 30, 2014 and 2013
(Expressed in Canadian dollars)

	Note	Number of Outstanding Shares	Share Capital \$	Deficit \$	Total \$
Balance, June 30, 2012		1	1	(130)	(129)
Comprehensive loss		–	–	(7,125)	(7,125)
Balance, June 30, 2013		1	1	(7,255)	(7,254)
Share issued	1	14,403,698	1	–	1
Cancel incorporation share		(1)	(1)	–	(1)
Comprehensive loss		–	–	(74,833)	(74,833)
Balance, June 30, 2014		14,403,698	1	(82,088)	(82,087)

The accompanying notes are an integral part of these Consolidated Financial Statements

Web Watcher Systems Ltd.
Consolidated Statements of Cash Flows
For the Years Ended June 30, 2014 and 2013
(Expressed in Canadian dollars)

	2014	2013
	\$	\$
Cash (used in) provided by:		
Operating activities		
Net loss	(74,833)	(7,125)
Change in non-cash working capital components:		
Accounts payable and accrued liabilities	25,348	7,125
Due to related parties	40,059	10,000
Net cash (used in) provided by operating activities	(9,426)	10,000
Change in cash	(9,426)	10,000
Cash, beginning of the year	10,001	1
Cash, end of the year	575	10,001
Cash paid for interest expense	-	-
Cash paid for income taxes	-	-

The accompanying notes are an integral part of these Consolidated Financial Statements

Web Watcher Systems Ltd.
Notes to the Consolidated Financial Statements
For the Years Ended June 30, 2014 and 2013

1. NATURE OF OPERATIONS AND GOING CONCERN

Web Watcher Systems Ltd. (the "Company" or "Web Watcher") was incorporated on April 16, 2010 pursuant to the British Columbia Business Corporation Act. The address of the Company's corporate office and principal place of business is 500-900 West Hastings Street, Vancouver, British Columbia, Canada.

On March 5, 2012, the Company entered into a plan of arrangement (the "Whitewater Arrangement Agreement") with Whitewater Resources Ltd. ("Whitewater"). Under the Whitewater Arrangement Agreement, Whitewater assigned its Canadian License Marketing Agreement dated February 11, 2012 with 0815562 B.C. Ltd. ("BC0815562") to the Company. As consideration for this asset, on July 30, 2013, the Company issued 14,403,698 common shares to the Whitewater shareholders. Whitewater received shareholder approval to the Whitewater Arrangement Agreement at an annual general and special meeting of shareholders held on April 19, 2012 and received final approval for the Whitewater Arrangement Agreement from the Supreme Court of British Columbia on April 23, 2012. The intended principal business of the Company is the development of the BC0815562 Canadian Marketing Agreement License by marketing, selling and distributing the Web Watcher online monitoring system in Canada.

These consolidated financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. The Company's continuing operations, and its financial success is dependent on its ability to raise sufficient financing as it currently has minimal cash. If the Company is unable to fund any such investment or otherwise fails to invest in new technology or obtain adequate sales, its business, financial condition or results of operations could be materially and adversely affected.

The Company currently has no history of operating a business and it has never generated revenue, income from operations, or cash flows. As at June 30, 2014, the Company had incurred an accumulated deficit of \$82,088 and has a negative working capital of \$82,087. These factors raises significant doubt about the Company's ability to continue as a going concern. The Company's ability to continue its operations as intended is dependent on its ability to obtain necessary financing and raise capital sufficient to cover its intended marketing and other costs.

These consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded assets and liabilities that might be necessary should the Company be unable to continue in existence.

2. BASIS OF PRESENTATION

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB").

These consolidated financial statements are presented in Canadian dollars, which is the Company's functional and reporting currency. These consolidated financial statements are prepared on a historical cost basis except for financial instruments classified as at fair value through profit or loss ("FVTPL") as described at Note 3, which are stated at fair value. In addition, these consolidated financial statements have been prepared using the accrual basis of accounting, except for cash flow information.

Web Watcher Systems Ltd.
Notes to the Consolidated Financial Statements
For the Years Ended June 30, 2014 and 2013

3. SIGNIFICANT ACCOUNTING POLICIES

Basis of consolidation

On September 19, 2013, the Company incorporated the following wholly owned subsidiaries for the purpose of the corporate restructuring as described in Note 4:

- Azzardo Game Acquisition Co. ("AGAC")
- Cuprum Coasting Acquisition Co. ("CCAC")
- Froachan Farm Acquisition Co. ("FFAC")
- Aida Minerals Inc. (formerly Mianach Resource Acquisition Co. ("MRAC"))
- Network Oncology Inc. (formerly Organach Beverage Acquisition Co. ("OBAC"))
- Proelium MMA Acquisition Co. ("PMAC")

On December 19, 2013, upon completion of the Plan of Arrangement (the "Web Watcher Arrangement Agreement") (see Note 4), all of the above companies were spun off from Web Watcher. These consolidated financial statements include the accounts of these subsidiaries from the date of incorporation on September 19, 2013 to the date of spin-off on December 19, 2013.

As at June 30, 2014, the Company has no subsidiaries.

All significant inter-company balance and transactions have been eliminated on consolidation.

Significant accounting judgments and estimates

The preparation of these consolidated financial statements requires management to make judgements and estimates that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these judgements and estimates. The consolidated financial statements include judgements and estimates which, by their nature, are uncertain. The impacts of such judgements and estimates are pervasive throughout the consolidated financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and the revision affects both current and future periods.

Significant assumptions about the future and other sources of judgements and estimates that management has made at the statement of financial position date, that could result in a material adjustment to the carrying amounts of assets and liabilities, in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Fair value of financial instruments

Management uses valuation techniques in measuring the fair value of financial instruments, where active market quotes are not available. Details of the assumptions used are provided in the notes regarding financial assets and liabilities.

In applying the valuation techniques management makes maximum use of market inputs wherever possible, and uses estimates and assumptions that are, as far as possible, consistent with observable data that market participants would use in pricing the instrument. Where applicable data is not observable, management uses its best estimate about the assumptions that market participants would make. Such estimates include liquidity risk, credit risk and volatility may vary.

ii) Going concern

The assessment of the Company's ability to execute its strategy effectively operating the Company involves judgement.

Cash and cash equivalents

Web Watcher Systems Ltd.
Notes to the Consolidated Financial Statements
For the Years Ended June 30, 2014 and 2013

Cash and cash equivalents are comprised of cash in banks, and all short-term investments that are highly liquid in nature, cashable, and have an original maturity date of three months or less.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Deferred finance costs

Professional, consulting and regulatory fees as well as other costs directly attributable to financing transactions are reported as deferred financing costs until the transactions are completed, if the completion of the transaction is considered to be more likely than not. Share issuance costs are charged to share capital when the related shares are issued. Costs relating to financing transactions that are not completed, or for which successful completion is considered unlikely, are charged to operations.

Shared-based payments

Pursuant to the Company's option plan ("Option Plan"), the Company may grant stock options to directors, officers and employees for the purchase of the capital stock of the Company. Included in the Option Plan are provisions that provide that the number of common shares reserved for issuance will not exceed 10% of the issued and outstanding common shares of the Company. At the discretion of the Board of Directors of the Company, options granted under the Option Plan can have a maximum exercise term of 5 years from the date of grant. Vesting terms will be determined at the time of grant by the Board of Directors. The fair value of the options is measured at grant date, using the Black-Scholes option pricing model, and is recognized over the period that the employees earn the options. The fair value is recognized as an expense with a corresponding increase in equity. The amount recognized as expense is adjusted to reflect the number of share options expected to vest.

Deferred income taxes

Deferred income tax assets and liabilities are recognized for deferred income tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using the enacted or substantively enacted tax rates expected to apply when the asset is realized or the liability settled. The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that substantive enactment occurs. To the extent that the Company does not consider it becomes probable that a deferred income tax asset will be recovered, the deferred income tax asset is not recognized. Deferred income tax assets and liabilities are offset only if a legally enforceable right exists to offset current tax assets against liabilities and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on the same taxable entity.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount can be made. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. As at June 30, 2014, no provision has been recorded in the Company.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Earnings (loss) per share

Basic earnings (loss) per share is computed by dividing the net earnings (loss) available to common shareholders by the weighted average number of shares outstanding during the reporting period. Diluted earnings (loss) per share is computed similar to basic earnings (loss) per share except that the weighted average shares outstanding are increased to include additional shares for the assumed exercise of stock options and warrants, if dilutive. The number of additional shares is calculated by assuming that outstanding stock options and warrants were exercised and that the proceeds from such exercises were used to acquire common stock at the average market price during the reporting periods.

Financial instruments

All financial instruments are recorded initially at fair value. In subsequent periods, all financial instruments are measured based on the classification adopted for the financial instruments: held to maturity, loans and receivables, fair value through profit or loss ("FVTPL"), available-for-sale, FVTPL liabilities or other liabilities.

FVTPL assets and liabilities are subsequently measured at fair value with the change in the fair value recognized in net income (loss) during the year.

Held to maturity assets, loans and receivable, and other liabilities are subsequently measured at amortized cost using the effective interest rate method.

Available-for-sale assets are subsequently measure at fair value with the change in fair value recorded in other comprehensive income (loss), except for equity instruments without a quoted market price in active markets and hose fair value cannot be reliably measured, which are measured at cost.

The Company has classified its financial instruments as follows:

<u>Financial Instrument</u>	<u>Classification</u>
Cash	FVTPL
Accounts payable	Other liabilities
Due to related parties	Other liabilities
Due to former parent company	Other liabilities

The three levels of the fair value hierarchy are as follows:

Level 1: Values based on unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2: Values based on quoted prices in markets that are not active or models inputs that are observable either directly or indirectly for substantially the full term of the asset or liability.

Level 3: Values based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Impairment

i) Non-financial assets

The carrying amounts of the Company's non-financial assets, other than deferred income tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the assets' recoverable amount is estimated.

For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or group of assets (the "cash-generating unit").

An impairment loss is recognized if the carrying amount of a cash-generating unit exceeds its estimated recoverable amount. The recoverable amount of an asset or a cash-generating unit is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cost flows are discounted to their present value using a pre-tax discount rate that reflects current market assessment of the time value of money and the risks specific to the assets. Impairment losses are recognized in net income (loss).

Impairment losses recognized in prior years are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss has been recognized.

ii) Financial assets

A financial asset not carried at fair value through profit or loss is assessed at each reporting date to determine whether there is objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of the asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in net income (loss) and reflected in an allowance account against receivables. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through net income (loss)

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Future changes in accounting policies

A number of new standards, and amendments to standards and interpretations, are not yet effective for the year ended June 30, 2014, and have not been applied in preparing these consolidated financial statements. The following standards and interpretations have been issued by the IASB and the IFRIC effective for annual periods beginning on or after January 1, 2014:

IAS 1 – Presentation of Financial Statements

In June 2011, the IASB issued an amendment to IAS 1, which requires entities to separately present items in other comprehensive income based on whether or not they may be reclassified to profit or loss in future periods.

IAS 32 – Financial Instruments: Presentation

In December 2011, the IASB issued an amendment to clarify the meaning of the offsetting criterion and the principle behind net settlement, including identifying when some gross settlement systems may be considered equivalent to net settlement. Earlier application is permitted when applied with corresponding amendments to IFRS 7.

IAS 36 – Impairment of Assets

In May 2013, the IASB issued an amendment to address the disclosure of information about the recoverable amount of impaired assets or a cash-generating unit (“CGU”) for periods in which an impairment loss has been recognized or reversed. The amendments also address disclosure requirements applicable when and asset’s or a CGU’s recoverable amount is based on fair value less costs of disposal.

IFRIC 20 – Stripping Costs

In October 2011, the IASB issued IFRIC 20, which requires the capitalization and depreciation of stripping costs in the production phase if an entity can demonstrate (i) that it is probable future economic benefits will flow to the entity, (ii) the component of the ore body for which the access has been improved is identifiable, (iii) the costs related to the stripping activity associated with that component can be reliably measured.

IFRIC 21 – Levies

IFRIC 21 provides guidance on when to recognize a liability for a levy imposed by a government, both for levies that are accounted for in accordance with IAS 27 – *Provisions, Contingent Liabilities and Contingent Assets* and those where the timing and amount of the levy is certain.

The following standard will be effective for annual periods beginning on or after January 1, 2016:

IAS 16 – Property, Plant and Equipment and IAS 38 – Intangible Assets

In May 2014, the IASB issued amendments to IAS 16 Property, Plant and Equipment and IAS 38 Intangible Assets. The amendments clarify that the use of revenue-based methods to calculate the depreciation of an asset is not appropriate because revenue generated by an activity that includes the use of an asset generally reflects factors other than the consumption of the economic benefits embodied in the asset. The amendments also clarify that revenue is generally presumed to be an inappropriate basis for measuring the consumption of the economic benefits embodied in an intangible asset. This presumption, however, can be rebutted in certain limited circumstances.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Future changes in accounting policies (continued)

IFRS 12 – Disclosure of Interests in Other Entities Contributions.

IFRS 12 establishes disclosure requirements for interests in other entities, such as joint arrangements, associates, special purpose vehicles and off balance sheet vehicles. The standard carries forward existing disclosures and also introduces significant additional disclosure requirements that address the nature of, and risks associated with, an entity's interests in other entities.

The following standard will be effective for annual periods beginning on or after January 1, 2018:

IFRS 9 – Financial Instruments

IFRS 9 includes requirements for recognition and measurement, derecognition and hedge accounting. IFRS 9 was originally issued on November 2009, reissued in October 2010, and then amended in November 2013. The IASB is adding to the standard as it completes the various phases of its comprehensive project on financial instruments, and so it will eventually form a complete replacement for IAS 39 Financial Instruments: Recognition and Measurement.

In July 2014, the IASB published the final version of IFRS 9 bringing together the classification and measurement, impairment and hedge accounting phases of the IASB project to replace IAS 39. This version adds a new expected loss impairment model and limited amendments to classification and measurement of financial assets. IFRS 9 is effective for periods beginning on or after May 1, 2018.

The Company has not yet begun the process of assessing the impact that the new and amended standards will have on its consolidated financial statements or whether to early adopt any of the new requirements.

4. CORPORATE RESTRUCTURING

The Company and Whitewater entered into the Whitewater Arrangement Agreement on March 5, 2012 to conduct a corporate restructuring by way of a statutory plan of arrangement to transfer Whitewater's interest in the BC0815562 License Agreement to the Company. The Arrangement was approved by Whitewater's shareholders on April 19, 2012 and by the Supreme Court of British Columbia on April 23, 2012. As consideration for the asset, the Company finally issued 14,403,698 common shares to shareholders of Whitewater on July 23, 2013.

On October 23, 2013, the Company entered into the Web Watcher Arrangement Agreement ("Arrangement") to transfer six letters of intent or assets to the six subsidiaries. The purpose of the Arrangement is to allow to Company to divest its assets, enabling the Company to focus on developing the Canadian License Marketing Agreement. Immediately after the Arrangement, each Web Watcher shareholder, as of the share distribution record date, will hold 14,403,698 shares of each of the subsidiary. The Web Watcher Arrangement Agreement was approved by Web Watcher's shareholders on December 19, 2013 and by the Supreme Court of British Columbia on October 30, 2013.

Web Watcher Systems Ltd.

Notes to the Consolidated Financial Statements
For the Years Ended June 30, 2014 and 2013

4. CORPORATE RESTRUCTURING (continued)

- Azzardo Game Acquisition Co. ("AGAC") – Web Watcher transferred and assigned a letter of intent with Primaria Capital (Canada) Ltd. to AGAC;
- Cuprum Coating Acquisition Co. ("CCAC") – Web Watcher transferred and assigned a letter of intent with Zero Combustion Inc. to CCAC;
- Froachan Farm Acquisition Co. ("FFAC") – Web Watcher transferred and assigned a letter of intent with Valley Blue Farms Ltd. to FFAC;
- Aida Minerals Inc. (formerly Mianach Resource Acquisition Co. ("MRAC")) – Web Watcher transferred and assigned its interest in the mineral option agreement with Fable Gold Exploration Inc. to MRAC;
- Network Oncology Inc. (formerly Organach Beverage Acquisition Co. ("OBAC")) – Web Watcher transferred and assigned a letter of intent with WULU Beverage Co. to OBAC;
- Proelium MMA Acquisition Co. ("PMAC") – Web Watcher transferred and assigned a letter of intent with MMA Productions Ltd. to PMAC.

5. CAPITAL STOCK

- Authorized: unlimited common shares without par value
- Issued and Outstanding:

	Number of Shares	Amount (\$)
Shares issued at inception on April 16, 2010	1	1
Balance, June 30, 2013	1	1
Shares redemption	(1)	(1)
Shares issued to Whitewater shareholders	14,403,698	1
Balance, June 30, 2014	14,403,698	1

On July 23, 2013, the Company issued 14,403,698 common shares in accordance to the Whitewater Arrangement Agreement as described in Note 1. The Company also redeemed the 1 incorporation common share accordingly.

- Stock option plan

The Company has adopted an incentive stock option plan (the "Option Plan") which provides that the Board of Directors of the Company may from time to time, in its discretion, and in accordance with the applicable stock exchange's requirements, grant to directors, officers, employees and consultants to the Company, non-transferable options to purchase common shares. Pursuant to the Option Plan, the number of common shares reserved for issuance will not exceed 10% of the issued and outstanding common shares of the Company. Options granted under the Option Plan can have a maximum exercise term of 5 years from the date of grant. Vesting terms will be determined at the time of grant by the Board of Directors. As of June 30, 2014, no options were granted or outstanding.

6. AGENCY AND LICENSE AGREEMENTS

Pursuant to a licensing agreement dated February 11, 2012 with 0815562 B.C. Ltd., Whitewater or its assignee has agreed to market 0815562 B.C. Ltd.'s proprietary technologies and products. This Licensing Agreement was assigned to the Company by Whitewater as described in Note 1.

The value of the assigned agreement is not determinable and accordingly no value has been recognized and recorded in respect of the assignment of the right under the agreement to the Company. As at June 30, 2014, the Company has not commenced business activity under the agreement and not achieved minimum performance criteria and the agreement is considered abandoned.

On March 19, 2013, the Company entered into a non-binding letter of intent to purchase all the issued and outstanding shares of Aereus Technologies Inc. ("Aereus"), with respect to a proposed amalgamation. As at June 30, 2014, a definitive agreement has not been entered into and the Letter of intent was cancelled.

On November 1, 2013, the Company entered into a letter of intent with Primaria Capital Canada Ltd. to acquire its investment assets consisting of junior technology companies. The letter of intent was transferred to Azzardo Game Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4.

On November 1, 2013, the Company entered into a letter of intent with Zero Combustion Inc. to commercialize fire retardant paints and coatings. The letter of intent was transferred to Cuprum Coating Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4. On March 1, 2014, Cuprum and Zero Combustion Inc. cancelled the Zero license agreement.

On July 9, 2013, the Company entered into a letter of content to purchase all the issued and outstanding shares of Valley Blue Farms Ltd. with respect to a proposed merger or asset acquisition. The letter of intent was transferred to Froachan Farm Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4.

On November 1, 2013, the Company entered into an arrangement to assume a letter of intent with Fable Gold Exploration Inc. and to undertake a two-phased exploration program on specific mineral properties to conduct a Phase 1 work program of soil geochemical and geophysical surveys, magnetic and electromagnetic (IP) surveys and test trenching; Phase 2 would involve preliminary drill testing of the targets developed in the preceding phase. The arrangement was transferred and assigned to Aida Minerals Inc. under the Web Watcher Arrangement Agreement as noted in Note 4.

On June 27, 2013, the Company entered into a non-binding letter of intent to purchase all the issued and outstanding shares of Wulu Fruit and Beverage Compnay ("Wulu"), with respect to a proposed merger or asset acquisition. Wulu is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of British Columbia. The letter of intent was transferred to Network Oncology Inc. under the Web Watcher Arrangement Agreement as noted in Note 4 and subsequently cancelled by Wulu on March 21, 2014.

On July 15, 2013, the Company entered into a let of intent with TKDN MMA Entertainment Ltd. ("MMA") to amalgamate Web Watcher and MMA. The letter of intent was transferred to Proelium MMA Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4.

Web Watcher Systems Ltd.

Notes to the Consolidated Financial Statements
For the Years Ended June 30, 2014 and 2013

7. CAPITAL DISCLOSURES

The Company's objectives when managing capital are to safeguard its ability to continue as a going concern (Note 1), so that it can provide returns for shareholders and benefits for other stakeholders. The Company considers the items included in shareholders' equity and cash as capital. The Company manages the capital structure and makes adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets. The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions.

To secure the additional capital necessary to pursue these plans, the Company intends to raise additional funds through equity or debt financing. The Company is not subject to any capital requirements imposed by a regulator.

8. FINANCIAL INSTRUMENTS

The Company's financial instruments consist of cash, accounts payable, due to related parties and due to former parent company. The fair values of which are considered to approximate their carrying value due to their short-term maturities.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. The Company currently has minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at June 30, 2014, the Company had cash of \$575, accounts payable of \$32,473, amounts due to related parties of \$50,059 and amounts due to former parent company of \$130. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms. Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short-term and long-term cash requirements.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently insignificant.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than the Canadian dollar. Therefore, the Company's exposure to currency risk is minimal.

9. RELATED PARTIES TRANSACTIONS

a. Transactions with management and directors

As at June 30, 2014, the Company owes the officer and his company \$49,059 for advances, which have been included in the balance of due to related parties.

As at June 30, 2014, the Company also owes \$1,000 to an individual who was the director of the subsidiaries, which has been included in the balance due to related parties.

9. RELATED PARTIES TRANSACTIONS (continued)

a. Transactions with management and directors (continued)

The Company has no management compensation to the directors or officers during the year ended June 30, 2014 and 2013.

b. Transactions with other related parties

The Company and Whitewater entered into the Arrangement Agreement as described in Note 4. The Arrangement Agreement provides for the transfer of the Canadian License Marketing Agreement from Whitewater to the Company and the immediate distribution of a controlling interest in the common shares of the Company to the then shareholders of Whitewater. The shareholders of Whitewater at the completion of the Arrangement Agreement continued to collectively own the Canadian License Marketing Agreement, albeit through an altered corporate structure. Consequently, given that there was no substantive change in the beneficial ownership of the purchase agreement at the time that it was transferred to the Company, the transfer was recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of Whitewater at the time of the transfer, which was nil.

10. INCOME TAXES

As at June 30, 2014, the Company had non-capital losses carried forward of \$82,088 which are available for deduction against future Canadian taxable income. A deferred income tax asset of \$21,343 was not recognized due to the uncertainty of probable future taxable profit in the Company against which the losses could be used. The non-capital losses will expire as follow:

	\$	
2031		65
2032		65
2033		7,125
2034		74,833
		<u>82,088</u>

Web Watcher Systems Ltd.

MANAGEMENT DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED JUNE 30, 2014

As at November 28, 2014

INTRODUCTION

Web Watcher Systems Ltd. ("Web Watcher" or the "Company") was incorporated pursuant to the Act, on April 16, 2010, has not carried on any active business since it was incorporated. On March 5, 2012 the Company entered into a plan of arrangement with Whitewater Resources Ltd. ("Whitewater") by assigning the Canadian License Marketing Agreement to the Company. As consideration for this assignment, the Company issued 14,403,698 common shares to the Whitewater shareholders. This plan of arrangement was approved at the Annual General and Special Meeting of Whitewater Resources Ltd. held on April 19, 2012 and which received final approval from the Supreme Court of British Columbia on April 23, 2012.

On September 19, 2013, the Company incorporated the following wholly owned subsidiaries:

- Azzardo Game Acquisition Co. ("AGAC") – Web Watcher transferred the letter of intent with Primaria Capital (Canada) Ltd. to AGAC;
- Cuprum Coasting Acquisition Co. ("CCAC") – Web Watcher transferred the letter of intent with Zero Combustion Inc. to CCAC;
- Froachan Farm Acquisition Co. ("FFAC") – Web Watcher transferred the letter of intent with Valley Blue Farms Ltd. to FFAC;
- Aida Minerals Inc. (formerly Mianach Resource Acquisition Co. ("MRAC")) – Web Watcher transferred its interest in the mineral option agreement with Fable Gold Exploration Inc. to MRAC;
- Network Oncology Inc. (formerly Organach Beverage Acquisition Co. ("OBAC")) – Web Watcher transferred the letter of intent with WULU Beverage Co. to OBAC;
- Petroleum MMA Acquisition Co. ("PMAC") – Web Watcher transferred the letter of intent with MMA Productions Ltd. to PMAC.

On October 23, 2013, the Company entered into the Web Watcher Arrangement Agreement to transfer six letter of intents to the above subsidiaries. The Web Watcher Arrangement Agreement was approved by the Supreme Court of British Columbia on October 30, 2013 and by the Web Watcher's shareholders on December 19, 2013. Upon completion of the Web Watcher Plan of Arrangement, all of the above subsidiaries were spun off from Web Watcher. As at June 30, 2014, there was no subsidiary in the Company.

The details of the Arrangement, pro-forma financial statements and all other relevant supporting documents are provided in an information circular prepared by Web Watcher and available at www.sedar.com.

Basis of Discussion & Analysis

This management discussion and analysis ("MD&A") is dated as of November 28, 2014 and should be read in conjunction with the audited consolidated financial statements of the Company for the years ended June 30, 2013 and June 30, 2014 ("Audited Financial Statements").

Our discussion in this MD&A is based on the Audited Financial Statements. The Audited Financial Statements

Web Watcher Systems LTD.
FOR THE YEAR ENDED JUNE 30, 2014

are prepared in accordance with International Financial Reporting Standards ("IFRS"). Unless expressly stated otherwise, all financial information is presented in Canadian dollars. Please refer to the Audited Financial Statements for the year ended June 30, 2014 for additional information.

All statements other than statements of historical fact in this MD&A are forward-looking statements. These statements represent the Company's intentions, plans, expectations and beliefs as of the date hereof, and are subject to risks, uncertainties and other factors of which many are beyond the control of the Company. These factors could cause actual results to differ materially from such forward-looking statements. Readers should not place undue reliance on these forward-looking statements. The section on Future Cash Requirements and Risks and Uncertainties below states specific risks, in particular the Company's need to raise further funds to develop its lines of business. Web Watcher is a start-up business development company and therefore has no regular source of income. As a result, Web Watcher's ability to conduct operations, including the development of or the evaluation and acquisition of additional business opportunities, is based on its ability to raise funds, primarily from equity sources, and there can be no assurance that Web Watcher will be able to do so. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect subsequent events or circumstances.

ACCOUNTING STANDARDS ISSUED BUT NOT YET EFFECTIVE

A number of new IFRS standards, and amendments to standards and interpretations, are not yet effective for the year ended June 30, 2014, and have not been applied in preparing the Audited financial statements. None of these standards are expected to have a significant impact on the Audited financial statements of the Company. Please refer to the Audited Financial Statements for the year ended June 30, 2014 for additional information.

THE COMPANY AND BUSINESS

On March 19, 2013, the Company entered into a non-binding letter of intent to purchase all the issued and outstanding shares of Aereus Technologies Inc. ("Aereus"), with respect to a proposed amalgamation. As at June 30, 2014, a definitive agreement has not been entered into and the Letter of intent was cancelled.

On November 1, 2013, the Company entered into a letter of intent with Primaria Capital Canada Ltd. to acquire its investment assets consisting of junior technology companies. The letter of intent was transferred to Azzardo Game Acquisition Co. under the Web Watcher Arrangement Agreement.

On November 1, 2013, the Company entered into a letter of intent with Zero Combustion Inc. to commercialize fire retardant paints and coatings. The letter of intent was transferred to Cuprum Coating Acquisition Co. under the Web Watcher Arrangement Agreement. On March 1, 2014 the boards of CCAC and Zero Combustion Inc. cancelled the Zero license agreement and on March 27, 2014 a letter of intent to acquire Cuprum was entered into with Alibaba Graphite Corp. On June 6, 2014 CCAC completed a forward stock split of its existing share capital on the basis of two and one-half new common shares (2.5) for every one (1) currently issued and outstanding common share, resulting in the number of shares the Company shareholders are entitled to be issued to be an aggregate of 36,009,245 common shares. CCAC entered into a three corner amalgamation agreement with Alibaba Graphite Corp. and will change its name to Alibaba Innovations Corp. and accordingly shareholders of the issuer will be issued 36,009,245 shares in respect of their right to receive CCAC shares which will constitute 52% of Alibaba Innovations Corp.

Web Watcher Systems LTD.
FOR THE YEAR ENDED JUNE 30, 2014

On July 9, 2013, the Company entered into a letter of intent to purchase all the issued and outstanding shares of Valley Blue Farms Ltd. with respect to a proposed merger or asset acquisition. The letter of intent was transferred to Froachan Farm Acquisition Co. under the Web Watcher Arrangement Agreement. Shareholders of the Company will receive 14,403,698 shares of Froachan Farm Acquisition Co.

On November 1, 2013, the Company entered into an assignment to assume a letter of intent with Fable Gold Exploration Inc. and to undertake a two-phased exploration program on specific mineral properties to conduct a Phase 1 work program of soil geochemical and geophysical surveys, magnetic and electromagnetic surveys and test trenching; Phase 2 would involve preliminary drill testing of the targets developed in the preceding phase. The assignment was transferred to Aida Minerals Inc. under the Web Watcher Arrangement Agreement. Shareholders of the Company will receive 14,403,698 shares of Aida Minerals Inc.

On June 27, 2013, the Company entered into a non-binding letter of intent to purchase all the issued and outstanding shares of Wulu Fruit and Beverage Company ("Wulu"), with respect to a proposed merger or asset acquisition. Wulu is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of British Columbia. The letter of intent was transferred to Network Oncology Inc. under the Web Watcher Arrangement Agreement and subsequently cancelled by Wulu on March 21, 2014. OBAC entered into a Supply Agreement Sale and Assignment to purchase certain contracts from Resolute Oncology Limited on May 12, 2014.

On July 11, 2014, OBAC completed a forward stock split of its existing share capital on the basis of two and one-half new common shares (2.5) for every one (1) currently issued and outstanding common share, resulting in the number of shares the Company shareholders are entitled to be issued to be an aggregate of 36,009,245 common shares.

On July 15, 2013, the Company entered into a letter of intent with Proelium MMA Entertainment Ltd. ("MMA") to amalgamate Web Watcher and MMA. The letter of intent was transferred to Proelium MMA Acquisition Co. under the Web Watcher Arrangement Agreement. Shareholders of the Company will receive 14,403,698 shares of Proelium MMA Entertainment Ltd.

SELECTED ANNUAL INFORMATION

RESULTS OF OPERATIONS

For the years ended June 30, 2014 and 2013,
(Expressed in Canadian dollars)

	2014	2013
	\$	\$
Expenses		
Bank Charge and Interest	261	-
Office and miscellaneous	582	-
Professional fees	54,357	7,125
Regulatory	6,540	-

Web Watcher Systems LTD.
FOR THE YEAR ENDED JUNE 30, 2014

Stock Transfer Fee	13,093	-
Net loss and comprehensive loss	(74,833)	(7,125)

For the period from April 16, 2010 to July 31, 2013, the Company was a wholly-owned subsidiary of Whitewater. The Company commenced its status as a reporting issuer on July 31, 2013 there were no operations until that date. All activity in the company has been to carry out the Plan of Arrangement described in operations above.

Additional Disclosure for Venture issuers without Significant Revenue

Professional Fees include \$45,574 in legal fees and \$8,783 in accounting and audit fees, Regulatory expense consisted of filing and registration costs. Stock transfer fee was fees paid to the transfer agent for all the share transactions costs.

LIQUIDITY AND CAPITAL RESOURCES

Financial Position

	June 30, 2014	June 30, 2013
	\$	\$
ASSETS		
Current Assets		
Cash	575	10,001
	575	10,001
LIABILITIES		
Current Liabilities		
Accrued liabilities and accounts payable	32,473	7,125
Due to related parties	50,059	10,000
Due to former parent company	130	130
	82,662	17,255
SHAREHOLDERS' EQUITY (DEFICIENCY)		
Share capital	1	1
Deficit	(82,088)	(7,255)
	(82,087)	(7,254)
	575	10,001

As at June 30, 2014, the Company had incurred an accumulated deficit of \$82,088 and has a negative working capital of \$82,087. This raises significant doubt about the Company's ability to continue as a going concern. The Company's ability to continue its operations as intended is dependent on its ability to obtain necessary financing and raise capital sufficient to cover its marketing and other costs.

Changes in Cash Position

	2014	2013
	\$	\$

Web Watcher Systems LTD.
FOR THE YEAR ENDED JUNE 30, 2014

Cash (used in) /provided by:

Operating activities		
Net loss	(74,833)	(7,125)
Change in non-cash working capital components:		
Accounts payable and accrued liabilities	25,348	7,125
Due to related parties	40,059	10,000
Net cash (used in) provided by operating activities	(9,426)	10,000
Change in cash	(9,426)	10,000
Cash, beginning of the year	10,001	1
Cash, end of the year	575	10,001

The Company's cash position at June 30, 2014 was \$575. Funds for operations were provided by loan from a company related to a Director and Officer and increase in payables..

SELECTED QUARTERLY INFORMATION

RESULTS OF OPERATIONS

	Three months ended	Three months ended	Three months ended	Three months ended	Three months ended
	June 30, 2014	March 31, 2014	December 31, 2013	September 30, 2013	June 30, 2013
		\$			
Expenses					
Bank Charge & Interest	180	81	-	-	-
Office & Misc	582	-	-	-	-
Professional Fees	7,503	4,830	42,024	-	7,125
Regulatory	227	459	1,294	4,560	-
Transfer agent and SEDAR	3,436	3,301	4,065	2,291	-
Net loss and comprehensive loss	(11,928)	(\$8,671)	(\$47,383)	(\$6,851)	(7,125)

Web Watcher Systems LTD.
FOR THE YEAR ENDED JUNE 30, 2014

The high Professional fees in the second quarter ended December 31, 2013 reflect the billing for legal fees to carry out the Plan of Arrangement.

Financial Instruments

Financial assets

Financial assets are initially recognized at fair value and are classified into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss – derivatives or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of operations.

Loans and receivables - non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized in the statement of operations.

Available-for-sale – non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized in the statement of operations.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at the minimum of at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets described above.

Financial liabilities

The Company classifies its financial liabilities into one of two categories. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - derivatives or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of operations.

Other financial liabilities - includes payables which are recognized at amortized cost.

Web Watcher Systems LTD.
FOR THE YEAR ENDED JUNE 30, 2014

Classification of Financial Instruments

The Company has classified its payables and due to related parties as other financial liabilities.

Share Capital

The total number of common shares outstanding as at June 30, 2014 was 14,403,698. The total number of common shares outstanding as of the date of this report is 14,403,698.

As of the date of this report there were no stock options outstanding.

Future Cash Requirements

The Company's future capital requirements will depend on many factors, including, among others, substantial capital expenditures related to development and business expansion of subsidiaries. Should the Company wish to pursue current and future business opportunities, additional funding will be required. The Company believes that its current plans and requirements can be funded largely from payments from subsidiaries as part of reorganization and advances from its Principals but is necessary to raise additional working capital to carry out development of its business agreements. To the extent that the Company continues to incur losses and these resources are insufficient to fund the Company's recurring losses until profitability is reached, the Company will need to raise additional funds through debt or equity financing. Current market conditions have made it more difficult to raise additional funds. If additional funds are raised through the issuance of equity securities, the percentage ownership of current shareholders will be reduced and such equity securities may have rights, preferences, or privileges senior to those of the holders of the Company's common stock. No assurance can be given that additional financing will be available, or that it can be obtained on terms acceptable to the Company and its shareholders. If adequate funds are not available, the Company may be required to find a sustainable business on which to attract capital or earn income.

RELATED PARTY TRANSACTIONS

a. Transactions with management and directors

As at June 30, 2014, the Company owes the officer and his company \$49,059 for other expenses, which have been included in the balance of due to related party. No expenses were paid to management and directors for the June 30, 2014 and 2013.

As at June 30, 2014, the Company also owes \$1,000 to an individual who was the director of the subsidiaries.

b. Transactions with other related parties

The Company and Whitewater, its former parent company, entered into the Arrangement Agreement. The Arrangement Agreement provides for the transfer of the Canadian License Marketing Agreement from Whitewater to the Company and the immediate distribution of a controlling interest in the common shares of the Company to the current shareholders of Whitewater. The shareholders of Whitewater at the completion of the Arrangement Agreement continued to collectively own the Investment, albeit through an

altered corporate structure. Consequently, given that there was no substantive change in the beneficial ownership of the purchase agreement at the time that it was transferred to the Company, the transfer was recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of Whitewater at the time of the transfer, which was nil. Amounts payable to Whitewater relates to filing fees Whitewater paid on behalf of the Company to maintain its corporate registration in the Province of British Columbia.

RISKS AND UNCERTAINTIES

1. The Company Will Require Significant Amounts of Additional Capital in the Future

The Company has and will continue to have limited financial resources. The Company will continue to make substantial capital expenditures related to development and business expansion of subsidiaries. In addition, the Company may incur major unanticipated liabilities or expenses. There can be no assurance that the Company will be able to obtain necessary financing in a timely manner on commercially acceptable terms, if at all.

2. The Company is subject to Regulatory Risk:

The Company relies on the ability and network of its Principal shareholder to attract business proposals and facilitate their funding and public listing through the legal process of Plan of Arrangement which transfers status as a reporting issuer to a previously non reporting entity. The process may be interrupted or severely changed by securities regulators who have the right to review the issuers disclosure and require additional disclosure and reporting possibly at significant expense or setting limits and restrictions on stock exchanges to accept certain types of transactions.

In addition, the onset or continuation of adverse economic conditions may make it more difficult either to complete the transactions and listing of its spinoff companies or enter into any further such arrangements.

3. Conflicts of Interest

Directors of the Company may, from time to time, serve as directors of, or participate in ventures with other companies involved in similar businesses. As a result, there may be situations that involve a conflict of interest for such directors. Each director will attempt not only to avoid dealing with such other companies in situations where conflicts might arise but will also disclose all such conflicts in accordance with the *Business Corporations Act* (British Columbia) and will govern themselves in respect thereof to the best of their ability in accordance with the obligations imposed upon them by law.

4. Litigation

The Company and/or its directors may be subject to a variety of civil or other legal proceedings, with or without merit. The Company does not know of any such pending or actual material legal proceedings as of the date of

this Circular.

5. Dependency on a Small Number of Management Personnel

The Company will be dependent on a relatively small number of key personnel, the loss of any of whom could have an adverse effect on the Company and its business operations.

6. No Cash Dividends Are Expected to be Paid in the Foreseeable Future

The Company intends to retain any future earnings to finance its business operations and any future growth. Therefore, the Company does not anticipate declaring any cash dividends in the foreseeable future.

7. ADDITIONAL INFORMATION

Additional information pertaining to the Company is available on the SEDAR website at www.sedar.com.

Web Watcher Systems Ltd.

Condensed Financial Statements

**For the Three Months ended September 30, 2014 and 2013
(Unaudited)**

(Expressed in Canadian dollars)

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Web Watcher Systems Ltd.

NOTICE OF NO AUDITOR REVIEW OF CONDENSED FINANCIAL STATEMENTS

Under National Instrument 51-102, Part 4, subsection 4.3(3) (a), if an auditor has not performed a review of the condensed financial statements; the statements must be accompanied by a notice indicating that the financial statements have not been reviewed by an auditor. The company's independent auditor has not performed a review of these financial statements in accordance with standards established by the Canadian Institute of Chartered Accountants for a review of financial statements by an entity's auditor.

Management has prepared the information and representations in this interim report. The condensed financial statements have been prepared in accordance with International Financial Reporting Standards and, where appropriate, reflect management's best estimates and judgment. The financial information presented throughout this report is consistent with the data presented in the condensed financial statements.

The company maintains adequate systems of internal accounting and administrative controls, consistent with reasonable cost. Such systems are designed to provide reasonable assurance that relevant and reliable financial information is produced.

"Don Gordon"
Chief Financial Officer

December 22, 2014

Web Watcher Systems Ltd.
 Unaudited Statements of Financial Position
 As at September 30, 2014
 (Expressed in Canadian dollars)

	Note	September 30, 2014 \$	June 30, 2014 \$
ASSETS			
Current Assets			
Cash		463	575
		463	575
LIABILITIES			
Current Liabilities			
Accrued liabilities and accounts payable		20,937	32,473
Due to related Party		68,006	50,059
Due to former parent company	9	130	130
		89,073	82,662
SHAREHOLDERS' EQUITY (DEFICIENCY)			
Share capital	5	1	1
Deficit		(88,611)	(82,088)
		(88,610)	(82,087)
		463	575
Nature and Continuance of Operations	1		
Corporate Restructuring and Commitment	4		
Subsequent Events	11		

Approved and authorized for issue by the Board of Directors on November 26, 2014:

"Brian Peterson"

Brian Peterson, Director

"Bill Gordon"

Bill Gordon, Director

Web Watcher Systems Ltd.
Statement of Comprehensive Loss
For the Three Months ended September 30, 2014 and 2013
(Expressed in Canadian dollars)

	For Three Months Period ended September 30, 2014 \$	For Three Months Period ended September 30, 2013 \$
Expenses		
Regulatory	-	4,560
Office and Admin	500	-
Rent Expense	1,975	-
Stock Transfer Fee	414	2,291
Professional fees	3,634	-
	6,523	6,851
Net loss and comprehensive loss	(6,523)	(6,851)
Basic and diluted loss per common share	(0.00)	(0.00)
Weighted average number of common shares outstanding	13,496,068	9,143,467

Web Watcher Systems Ltd.

Statement of Changing in Equity

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

	Note	Number of Outstanding Shares	Share Capital \$	Deficit \$	Total \$
Comprehensive loss for the period		-	-	-	-
Balance, June 30, 2013		1	1	(7,255)	(7,254)
Share redeemed		(1)	(1)	-	(1)
Share issued		14,403,698	1	-	1
Comprehensive loss for the period		-	-	(6,851)	(6,851)
Balance, September 30, 2013		14,403,698	1	(14,106)	(14,105)
Share redeemed		-	-	-	-
Share issued		-	-	-	-
Comprehensive loss for the period		-	-	(67,982)	(67,982)
Balance, June 30, 2014		14,403,698	1	(82,088)	(82,087)
Share redeemed		-	-	-	-
Share issued		-	-	-	-
Comprehensive loss for the period		-	-	(6,523)	(6,523)
Balance, September 30, 2014		14,403,698	1	(88,611)	(88,610)

Web Watcher Systems Ltd.

Statement of Cash Flows

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

	For Three Months Period ended September 30, 2014 \$	For Three Months Period ended September 30, 2013 \$
Cash (used in) /provided by:		
Operating activities		
Net loss for the period	(6,523)	(6,851)
Change in non-cash working capital components:		
Accounts payable and accrued liabilities	(17,536)	3,571
Due to related party	23,947	3,280
Due to former parent company	-	-
Net cash provided by operating activities	(112)	-
Financing activities		
Share issuance	-	-
Net cash provided by financing activities	-	-
Change in cash	(112)	-
Cash , beginning of the period	575	10,001
Cash, end of the period	463	10,001
Cash paid for interest expense	-	-
Cash paid for income taxes	-	-

Web Watcher Sysatems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

1. NATURE AND CONTINUANCE OF OPERATIONS

Web Watcher Systems Ltd. (the "Company" or "Web Watcher") was incorporated on April 16, 2010 pursuant to the British Columbia Business Corporation Act. The address of the Company's corporate office and principal place of business is 500-900 West Hastings Street, Vancouver, British Columbia, Canada.

On March 5, 2012, the Company entered into a plan of arrangement (the "Whitewater Arrangement Agreement") with Whitewater Resources Ltd. ("Whitewater"). Under the Whitewater Arrangement Agreement, Whitewater assigned its Canadian License Marketing Agreement dated February 11, 2012 with 0815562 B.C. Ltd. ("BC0815562") to the Company. As consideration for this asset, on July 30, 2013, the Company issued 14,403,698 common shares to the Whitewater shareholders. Whitewater received shareholder approval to the Whitewater Arrangement Agreement at an annual general and special meeting of shareholders held on April 19, 2012 and received final approval for the Whitewater Arrangement Agreement from the Supreme Court of British Columbia on April 23, 2012. The principal business of the Company is the development of the BC0815562 Canadian Marketing Agreement License by marketing, selling and distributing the Web Watcher online monitoring system in Canada.

These financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. The Company's continuing operations, and its financial success is dependent on its ability to raise sufficient financing as it currently has minimal cash. If the Company is unable to fund any such investment or otherwise fails to invest in new technology or obtain adequate sales, its business, financial condition or results of operations could be materially and adversely affected.

As at September 30, 2014, the Company has incurred an accumulated deficit of \$88,611 and has a negative working capital of \$88,610. This raises significant doubt about the Company's ability to continue as a going concern. The Company's ability to continue its operations as intended is dependent on its ability to obtain necessary financing and raise capital sufficient to cover its marketing and other costs.

These financial statements do not include any adjustments relating to the recoverability and classification of recorded assets and liabilities that might be necessary should the Company be unable to continue in existence.

2. BASIS OF PRESENTATION

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"). These financial statements have been prepared in accordance with International Accounting Standard (IAS) 34, Interim Financial Reporting, as issued by the International Accounting Standards Board (IASB), and as such do not include all the necessary annual disclosures in accordance with IFRS. Please refer to the Audited Financial Statements for the period ended June 30, 2014.

These financial statements are presented in Canadian dollars, which is the Company's functional and reporting currency. These financial statements are prepared on a historical cost basis except for financial instruments classified as at fair value through profit or loss ("FVTPL") as described at Note 3, which are stated at their fair value. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information.

Notes to the Financial Statements
For the Three Months ended September 30, 2014 and 2013
(Expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES

Significant accounting judgments and estimates

The preparation of these financial statements requires management to make judgements and estimates that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these judgements and estimates. The financial statements include judgements and estimates which, by their nature, are uncertain. The impacts of such judgements and estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and the revision affects both current and future periods.

Significant assumptions about the future and other sources of judgements and estimates that management has made at the statement of financial position date, that could result in a material adjustment to the carrying amounts of assets and liabilities, in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Fair value of financial instruments

Management uses valuation techniques in measuring the fair value of financial instruments, where active market quotes are not available. Details of the assumptions used are provided in the notes regarding financial assets and liabilities.

In applying the valuation techniques management makes maximum use of market inputs wherever possible, and uses estimates and assumptions that are, as far as possible, consistent with observable data that market participants would use in pricing the instrument. Where applicable data is not observable, management uses its best estimate about the assumptions that market participants would make. Such estimates include liquidity risk, credit risk and volatility may vary.

ii) Going concern

The assessment of the Company's ability to execute its strategy effectively operating the Company involves judgement.

Cash and cash equivalents

Cash and cash equivalents are comprised of cash in banks, and all short-term investments that are highly liquid in nature, cashable, and have an original maturity date of three months or less.

Deferred finance costs

Professional, consulting and regulatory fees as well as other costs directly attributable to financing transactions are reported as deferred financing costs until the transactions are completed, if the completion of the transaction is considered to be more likely than not. Share issuance costs are charged to share capital when the related shares are issued. Costs relating to financing transactions that are not completed, or for which successful completion is considered unlikely, are charged to operations.

Shared-based payments

Pursuant to the Company's option plan ("Option Plan"), the Company may grant stock options to directors, officers and employees for the purchase of the capital stock of the Company. Included in the Option Plan are provisions that provide that the number of common shares reserved for issuance will not exceed 10% of the issued and outstanding common shares of the Company. At the discretion of the Board of Directors of the Company, options granted under the Option Plan can have a maximum exercise term of 5 years from the date of grant. Vesting terms will be determined at the time of grant by the Board of Directors.

Web Watcher Sysatems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Shared-based payments (Continued)

The fair value of the options is measured at grant date, using the Black-Scholes option pricing model, and is recognized over the period that the employees earn the options. The fair value is recognized as an expense with a corresponding increase in equity. The amount recognized as expense is adjusted to reflect the number of share options expected to vest.

Deferred income taxes

Deferred income tax assets and liabilities are recognized for deferred income tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using the enacted or substantively enacted tax rates expected to apply when the asset is realized or the liability settled. The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that substantive enactment occurs. To the extent that the Company does not consider it becomes probable that a deferred income tax asset will be recovered, the deferred income tax asset is not recognized. Deferred income tax assets and liabilities are offset only if a legally enforceable right exists to offset current tax assets against liabilities and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on the same taxable entity.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount can be made. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. As at September 30, 2014, no provision has been recorded in the Company.

Earnings (loss) per share

Basic earnings (loss) per share is computed by dividing the net earnings (loss) available to common shareholders by the weighted average number of shares outstanding during the reporting period. Diluted earnings (loss) per share is computed similar to basic earnings (loss) per share except that the weighted average shares outstanding are increased to include additional shares for the assumed exercise of stock options and warrants, if dilutive. The number of additional shares is calculated by assuming that outstanding stock options and warrants were exercised and that the proceeds from such exercises were used to acquire common stock at the average market price during the reporting periods.

Financial instruments

All financial instruments are recorded initially at fair value. In subsequent periods, all financial instruments are measured based on the classification adopted for the financial instruments: held to maturity, loans and receivables, fair value through profit or loss ("FVTPL"), available-for-sale, FVTPL liabilities or other liabilities.

FVTPL assets and liabilities are subsequently measured at fair value with the change in the fair value recognized in net income (loss) during the year.

Held to maturity assets, loans and receivable, and other liabilities are subsequently measured at amortized cost using the effective interest rate method.

Web Watcher Sysatems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial instruments (Continued)

Available-for-sale assets are subsequently measure at fair value with the change in fair value recorded in other comprehensive income (loss), except for equity instruments without a quoted market price in active markets and hose fair value cannot be reliably measured, which are measured at cost.

The Company has classified its financial instruments as follows:

<u>Financial Instrument</u>	<u>Classification</u>
Cash	FVTPL
Accounts payable	Other liabilities
Due to related party	Other liabilities
Due to former parent company	Other liabilities

The three levels of the fair value hierarchy are as follows:

Level 1: Values based on unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2: Values based on quoted prices in markets that are not active or models inputs that are observable either directly or indirectly for substantially the full term of the asset or liability.

Level 3: Values based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement.

Impairment

i) Non-financial assets

The carrying amounts of the Company's non-financial assets, other than deferred income tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the assets' recoverable amount is estimated.

For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or group of assets (the "cash-generating unit").

An impairment loss is recognized if the carrying amount of a cash-generating unit exceeds its estimated recoverable amount. The recoverable amount of an asset or a cash-generating unit is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cost flows are discounted to their present value using a pre-tax discount rate that reflects current market assessment of the time value of money and the risks specific to the assets. Impairment losses are recognized in net income (loss).

Impairment losses recognized in prior years are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss has been recognized.

Web Watcher Systems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment (Continued)

ii) Financial assets

A financial asset not carried at fair value through profit or loss is assessed at each reporting date to determine whether there is objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of the asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in net income (loss) and reflected in an allowance account against receivables. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through net income (loss)

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception.

Future changes in accounting policies

A number of new standards, and amendments to standards and interpretations, are not yet effective for the three months period ended September 30, 2014, and have not been applied in preparing these financial statements. The following standards and interpretations have been issued by the IASB and the IFRIC effective for annual periods beginning on or after January 1, 2014:

IAS 1 – Presentation of Financial Statements

In June 2011, the IASB issued an amendment to IAS 1, which requires entities to separately present items in other comprehensive income based on whether or not they may be reclassified to profit or loss in future periods.

IAS 32 – Financial Instruments: Presentation

In December 2011, the IASB issued an amendment to clarify the meaning of the offsetting criterion and the principle behind net settlement, including identifying when some gross settlement systems may be considered equivalent to net settlement. Earlier application is permitted when applied with corresponding amendments to IFRS 7.

IAS 36 – Impairment of Assets

In May 2013, the IASB issued an amendment to address the disclosure of information about the recoverable amount of impaired assets or a cash-generating unit ("CGU") for periods in which an impairment loss has been recognized or reversed. The amendments also address disclosure requirements applicable when and asset's or a CGU's recoverable amount is based on fair value less costs of disposal.

Web Watcher Sysatems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Future changes in accounting policies (Continued)

IFRIC 20 – Stripping Costs

In October 2011, the IASB issued IFRIC 20, which requires the capitalization and depreciation of stripping costs in the production phase if an entity can demonstrate (i) that it is probable future economic benefits will flow to the entity, (ii) the component of the ore body for which the access has been improved is identifiable, (iii) the costs related to the stripping activity associated with that component can be reliably measured.

IFRIC 21 – Levies

IFRIC 21 provides guidance on when to recognize a liability for a levy imposed by a government, both for levies that are accounted for in accordance with IAS 27 – *Provisions, Contingent Liabilities and Contingent Assets* and those where the timing and amount of the levy is certain.

The following standard will be effective for annual periods beginning on or after January 1, 2016:

IAS 16 – Property, Plant and Equipment and *IAS 38 – Intangible Assets*

In May 2014, the IASB issued amendments to IAS 16 Property, Plant and Equipment and IAS 38 Intangible Assets. The amendments clarify that the use of revenue-based methods to calculate the depreciation of an asset is not appropriate because revenue generated by an activity that includes the use of an asset generally

reflects factors other than the consumption of the economic benefits embodied in the asset. The amendments also clarifies that revenue is generally presumed to be an inappropriate basis for measuring the consumption of the economic benefits embodied in an intangible asset. This presumption, however, can be rebutted in certain limited circumstances.

IFRS 12 – Disclosure of Interests in Other Entities Contributions.

IFRS 12 establishes disclosure requirements for interests in other entities, such as joint arrangements, associates, special purpose vehicles and off balance sheet vehicles. The standard carries forward existing disclosures and also introduces significant additional disclosure requirements that address the nature of, and risks associated with, an entity's interests in other entities.

The following standard will be effective for annual periods beginning on or after January 1, 2018:

IFRS 9 – Financial Instruments

IFRS 9 includes requirements for recognition and measurement, derecognition and hedge accounting. IFRS 9 was originally issued on November 2009, reissued in October 2010, and then amended in November 2013. The IASB is adding to the standard as it completes the various phases of its comprehensive project on financial instruments, and so it will eventually form a complete replacement for IAS 39 Financial Instruments: Recognition and Measurement.

In July 2014, the IASB published the final version of IFRS 9 bringing together the classification and measurement, impairment and hedge accounting phases of the IASB project to replace IAS 39. This version adds a new expected loss impairment model and limited amendments to classification and measurement of financial assets. IFRS 9 is effective for periods beginning on or after May 1, 2018.

The Company has not yet begun the process of assessing the impact that the new and amended standards will have on its financial statements or whether to early adopt any of the new requirements.

Web Watcher Sysatems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

4. CORPORATE RESTRUCTURING

The Company and Whitewater entered into the Whitewater Arrangement Agreement on March 5, 2012 to conduct a corporate restructuring by way of a statutory plan of arrangement to transfer Whitewater's interest in the BC0815562 License Agreement to the Company which was completed on April 23, 2012. As consideration for the asset, the Company issued 14,403,698 common shares to shareholders of Whitewater on July 23, 2013. The Arrangement was approved by Whitewater's shareholders on April 19, 2012 and by the Supreme Court of British Columbia on April 23, 2012.

The Web Watcher Arrangement Agreement was approved by Web Watcher's shareholders on December 19, 2013 and by the Supreme Court of British Columbia on October 30, 2013. The following assets / agreements were transferred to the six companies:

- Azzardo Game Acquisition Co. ("AGAC") – Web Watcher transferred the letter of intent with Primaria Capital (Canada) Ltd. to AGAC;
- Cuprum Coasting Acquisition Co. ("CCAC") – Web Watcher transferred the letter of intent with Zero Combustion Inc. to CCAC;
- Froachan Farm Acquisition Co. ("FFAC") – Web Watcher transferred the letter of intent with Valley Blue Farms Ltd. to FFAC;
- Aida Minerals Inc. (formerly Mianach Resource Acquisition Co. ("MRAC")) – Web Watcher transferred its interest in the mineral option agreement with Fable Gold Exploration Inc. to MRAC;
- Network Oncology Inc. (formerly Organach Beverage Acquisition Co. ("OBAC")) – Web Watcher transferred the letter of intent with WULU Beverage Co. to OBAC;
- Petroleum MMA Acquisition Co. ("PMAC") – Web Watcher transferred the letter of intent with MMA Productions Ltd. to PMAC.

5. CAPITAL STOCK

- a. Authorized: unlimited common shares without par value
- b. Issued and Outstanding:

	Number of Shares	Amount (\$)
Shares issued at inception on April 16, 2010	1	1
Balance, June 30, 2013	1	1
Shares redemption	(1)	(1)
Share issued to Whitewater shareholders	14,403,698	1
Balance, June 30, 2014 and September 30, 2014	14,403,698	1

On July 23, 2013, the Company issued 14,403,698 common shares in accordance to the Whitewater Arrangement Agreement as described in Note 1. The Company also redeemed the 1 incorporation common shares accordingly.

- c. Stock option plan

The Company has adopted an incentive stock option plan (the "Option Plan") which provides that the Board of Directors of the Company may from time to time, in its discretion, and in accordance with the applicable stock exchange's requirements, grant to directors, officers, employees and consultants to the Company, non-transferable options to purchase common shares. Pursuant to the Option Plan, the number of common shares reserved for issuance will not exceed 10% of the issued and outstanding common shares of the Company. Options granted under the Option Plan can have a maximum exercise term of 5 years from the date of grant. Vesting terms will be determined at the time of grant by the Board of Directors. As of September 30, 2014, no options were granted or outstanding.

Web Watcher Systems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

6. AGENCY AND LICENSE AGREEMENT

Pursuant to a licensing agreement dated February 11, 2012 with 0815562 B.C. Ltd., Whitewater or its assignee has agreed to market 0815562 B.C. Ltd.'s proprietary technologies and products. This Licensing Agreement was assigned to the Company by Whitewater as described in Note 1.

The value of the assigned agreement is not determinable and accordingly no value has been recognized and recorded in respect of the assignment of the right under the agreement to the Company. As at September 30, 2014, the Company has not commenced business activity under the agreement and not achieved minimum performance criteria and the agreement is considered abandoned.

On November 1, 2013, the Company entered into a letter of intent with Primaria Capital Canada Ltd. to acquire its investment assets consisting of junior technology companies. The letter of intent was transferred to Azzardo Game Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4. See Subsequent Event note 11.

On November 1, 2013, the Company entered into a letter of intent with Zero Combustion Inc. to commercialize fire retardant paints and coatings. The letter of intent was transferred to Cuprum Coating Acquisition Co. ("Cuprum") under the Web Watcher Arrangement Agreement as noted in Note 4. On March 1, 2014 the boards of Cuprum and Zero Combustion Inc. cancelled the Zero license agreement and on March 27, 2014 an LOI to acquire Cuprum was entered into with Alibaba Graphite Corp. On June 6, 2014 Cuprum completed a forward stock split of its existing share capital on the basis of two and one-half new common shares (2.5) for every one (1) currently issued and outstanding common share, resulting in the number of shares the Issuers shareholders are entitled to be issued to be an aggregate of 36,009,245 common shares. Cuprum entered into a three corner amalgamation agreement with Ali Baba Graphite Corp. and will change its name to Alibaba Innovations Corp. and accordingly shareholders of the issuer will be issued 36,009,245 shares in respect of their right to receive Cuprum shares which will constitute 52% of Alibaba Innovations Corp.

On July 9, 2013, the Company entered into a letter of content to purchase all the issued and outstanding shares of Valley Blue Farms Ltd. with respect to a proposed merger or asset acquisition. The letter of intent was transferred to Froachan Farm Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4. Shareholders of the Issuer will receive 14,403,698 shares of Froachan Farm Acquisition Co.

On November 1, 2013, the Company entered into an assignment to assume a letter of intent with Fable Gold Exploration Inc. and to undertake a two-phased exploration program on specific mineral properties to conduct a Phase 1 work program of soil geochemical and geophysical surveys, magnetic and electromagnetic (IP) surveys and test trenching; Phase 2 would involve preliminary drill testing of the targets developed in the preceding phase. The assignment was transferred to Aida Minerals Inc. under the Web Watcher Arrangement Agreement as noted in Note 4. Shareholders of the Issuer will receiver 14,403,698 shares of Aida Minerals Inc.

On June 27, 2013, the Company entered into a non-binding letter of intent to purchase all the issued and outstanding shares of Wulu Fruit and Beverage Compnay ("Wulu"), with respect to a proposed merger or asset acquisition. Wulu is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of British Columbia. The letter of intent was transferred to Network Oncology Inc. ("Network") under the Web Watcher Arrangement Agreement as noted in Note 4 and subsequently cancelled by Wulu on March 21, 2014. Network entered into a Supply Agreement Sale and Assignment to purchase certain contracts from Resolute Oncology Limited ("ROL") on May 12, 2014.

Web Watcher Systems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

6. AGENCY AND LICENSE AGREEMENT (Continued)

On July 11, 2014, Network completed a forward stock split of its existing share capital on the basis of two and one-half new common shares (2.5) for every one (1) currently issued and outstanding common share, resulting in the number of shares the Issuers shareholders are entitled to be issued to be an aggregate of 36,009,245 common shares.

On July 15, 2013, the Company entered into a letter of intent with Proelium MMA Entertainment Ltd. ("MMA") to amalgamate Web Watcher and MMA. The letter of intent was transferred to Proelium MMA Acquisition Co. under the Web Watcher Arrangement Agreement as noted in Note 4. Shareholders of the Issuer will receive 14,403,698 shares of Proelium MMA Entertainment Ltd.

7. CAPITAL DISCLOSURES

The Company's objectives when managing capital are to safeguard its ability to continue as a going concern (Note 1), so that it can provide returns for shareholders and benefits for other stakeholders. The Company considers the items included in shareholders' equity and cash as capital. The Company manages the capital structure and makes adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets. The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions.

To secure the additional capital necessary to pursue these plans, the Company intends to raise additional funds through equity or debt financing. The Company is not subject to any capital requirements imposed by a regulator.

8. FINANCIAL INSTRUMENTS

The Company's financial instruments consist of cash, accounts payable, due to related party and due to former parent company. The fair values of which are considered to approximate their carrying value due to their short-term maturities.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. The Company currently has minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at September 30, 2014, the Company had cash of \$463, accounts payable of \$20,937, amounts due to related party of \$68,006 and amounts due to former parent company of \$130. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms. Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short-term and long-term cash requirements.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently insignificant.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than the Canadian dollar. Therefore, the Company's exposure to currency risk is minimal.

Web Watcher Systems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

9. RELATED PARTY TRANSACTIONS

a. Transactions with management and directors

As at September 30, 2014, the Company owes the officer and his company \$68,006 for advances, which have been included in the balance of due to related party. No transactions were entered with management and directors for the three months period ended September 30, 2014.

b. Transactions with other related parties

The Company and Whitewater entered into the Arrangement Agreement as described in Note 4. The Arrangement Agreement provides for the transfer of the Canadian License Marketing Agreement from Whitewater to the Company and the immediate distribution of a controlling interest in the common shares of the Company to the then shareholders of Whitewater. The shareholders of Whitewater at the completion of the Arrangement Agreement continued to collectively own the Investment, albeit through an altered corporate structure. Consequently, given that there was no substantive change in the beneficial ownership of the purchase agreement at the time that it was transferred to the Company, the transfer was recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of Whitewater at the time of the transfer, which was nil.

10. INCOME TAXES

As at September 30, 2014, the Company had non-capital losses carried forward of \$88,611 which are available for deduction against future Canadian taxable income. A deferred income tax asset of \$23,039 was not recognized due to the uncertainty of probable future taxable profit in the Company. The non-capital losses will expire as follow:

	\$
2031	65
2032	65
2033	7,125
2034	74,833
2035	6,523
	<u>88,611</u>

11. SUBSEQUENT EVENTS

- a. The Issuer incorporated six subsidiaries, October 30, 2014 being Cdn BVentures Ltd. ("Cdn BVentures"), Cdn DCorp Ventures Ltd. ("Cdn DCorp"), Cdn WCorp Holdings Ltd. ("Cdn WCorp") GCorp Discovery Ltd. ("GCorp"), SCorp Energy Ltd. (SCorp Energy), SebCorp Technology Ltd. (SebCorp)
- b. Web Watcher entered into a Plan of Arrangement agreement with each of the six Subsidiaries dated December 9, 2014 (the "Arrangement Agreement"). Pursuant to the Arrangement Agreement, and on the effective date of the Arrangement, the Letters of Intent described below will be transferred to the respective subsidiary in consideration for the same number of each subsidiaries shares as the number of Web Watcher Shares that are issued on the Distribution Record Date multiplied by the Conversion Factor. Web Watcher will distribute the shares of each subsidiary to the shareholders of Web Watcher for aggregate consideration in the shares of each subsidiary calculated 14,403,698 Web Watcher Shares multiplied by the Conversion Factor, giving approximately 1 share of each subsidiary for every 1 share of Web Watcher held. The Letters of Intent are assigned as follows:

Web Watcher Systems Ltd.

Notes to the Financial Statements

For the Three Months ended September 30, 2014 and 2013

(Expressed in Canadian dollars)

- a. Web Watcher will transfer to Cdn BVentures the Letter of Intent entered into with Northern Vine Canada Inc., a private company located at Suite 1000 – 355 Burrard St Vancouver B.C. V6C 2G8, dated November 18, 2014 recorded as no value to Web Watcher for accounting purposes.
- b. Web Watcher will transfer to Cdn DCorp the Letter of Intent entered into with 0990718 B.C. Ltd., a private company located at 4665 Willow Creek Road, West Vancouver V7W 1C3 dated November 20, 2014 recorded as no value to Web Watcher for accounting purposes.
- c. Web Watcher will transfer to Cdn WCorp the Letter of Intent entered into with 1016460 B.C. Ltd., a private company located at Suite 2600 Oceanic Plaza, 1066 West Hastings Street, Vancouver, BC V6E 3X1 dated October 22, 2014 recorded as no value to Web Watcher for accounting purposes.
- d. Web Watcher will transfer to GCorp the Letter of Intent entered into with Panamax International Petroleum Inc., a private company located at 532 Bloor Ave, Ottawa Ontario K1G 0V3, November 14, 2014 recorded as no value to Web Watcher for accounting purposes.
- e. Web Watcher will transfer to SCorp Energy the Letter of Intent entered into with Stompy Bot Productions Inc., a private company located at 1216 Sandy Cove Road, Saint John, New Brunswick E2M 5V8, dated November 18, 2014 recorded as no value to Web Watcher for accounting purposes.
- f. Web Watcher will transfer to SebCorp the Letter of Intent entered into with WFS Pharmagreen Inc., a private company incorporated under the BCBCA dated September 17, 2013 recorded as no value to Web Watcher for accounting purposes.

Web Watcher Systems Ltd.

MANAGEMENT DISCUSSION AND ANALYSIS

THREE MONTHS ENDED September 30, 2014

As at December 23, 2014

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014c

INTRODUCTION

Web Watcher was incorporated as "Web Watcher Systems Ltd." pursuant to the Act, on April 16, 2010, has not carried on any active business since it was incorporated and was acquired by Whitewater Resources Ltd. for the purposes of a plan of arrangement, which was approved at the Annual General and Special Meeting of Whitewater Resources Ltd. held on April 19, 2012 and which received final approval from the Supreme Court of British Columbia on April 23, 2012.

The following assets / agreements were transferred to the six companies:

- Azzardo Game Acquisition Co. ("AGAC") – Web Watcher transferred the letter of intent with Primaria Capital (Canada) Ltd. to AGAC;
- Cuprum Coasting Acquisition Co. ("CCAC") – Web Watcher transferred the letter of intent with Zero Combustion Inc. to CCAC;
- Froachan Farm Acquisition Co. ("FFAC") – Web Watcher transferred the letter of intent with Valley Blue Farms Ltd. to FFAC;
- Aida Minerals Inc. (formerly Mianach Resource Acquisition Co. ("MRAC")) – Web Watcher transferred its interest in the mineral option agreement with Fable Gold Exploration Inc. to MRAC;
- Network Oncology Inc. (formerly Organach Beverage Acquisition Co. ("OBAC")) – Web Watcher transferred the letter of intent with WULU Beverage Co. to OBAC;
- Petroleum MMA Acquisition Co. ("PMAC") – Web Watcher transferred the letter of intent with MMA Productions Ltd. to PMAC.

The details of the Arrangement, pro-forma financial statements and all other relevant supporting documents are provided in an information circular prepared by Web Watcher and available at www.sedar.com.

Basis of Discussion & Analysis

This management discussion and analysis ("MD&A") is dated as of November 27, 2014 and should be read in conjunction with the Interim Statements for the quarter ended September 30, 2014 and the audited consolidated financial statements of the Company for the year ended June 30, 2014.

Our discussion in this MD&A is based on the Unaudited Financial Statements. These financial statements have been prepared in accordance with International Accounting Standard (IAS) 34, Interim Financial Reporting, as issued by the International Accounting Standards Board (IASB), and as such do not include all of the necessary annual disclosures in accordance with IFRS and should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2014 as they follow the same accounting policies, unless otherwise indicated. Unless expressly stated otherwise, all financial information is presented in Canadian dollars.

All statements other than statements of historical fact in this MD&A are forward-looking statements. These statements represent the Company's intentions, plans, expectations and beliefs as of the date hereof, and are subject to risks, uncertainties and other factors of which many are beyond the control of the Company. These

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014

factors could cause actual results to differ materially from such forward-looking statements. Readers should not place undue reliance on these forward-looking statements. The section on **Future Cash Requirements** and **Risks and Uncertainties** below states specific risks, in particular the Company's need to raise further funds to develop its lines of business. Web Watcher is a start-up business development company and therefore has no regular source of income. As a result, Web Watcher's ability to conduct operations, including the development of or the evaluation and acquisition of additional business opportunities, is based on its ability to raise funds, primarily from equity sources, and there can be no assurance that Web Watcher will be able to do so. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect subsequent events or circumstances.

ACCOUNTING STANDARDS ISSUED BUT NOT YET EFFECTIVE

A number of new IFRS standards, and amendments to standards and interpretations, are not yet effective for the three months ended September 30, 2014, and have not been applied in preparing the financial statements. None of these standards are expected to have a significant impact on the financial statements of the Company. Please refer to the Audited Financial Statements for the year ended June 30, 2014 for additional information.

THE COMPANY AND BUSINESS

On November 1, 2013, the Company entered into a letter of intent with Primaria Capital Canada Ltd. to acquire its investment assets consisting of junior technology companies. The letter of intent was transferred to Azzardo Game Acquisition Co. under the Web Watcher Arrangement Agreement

On November 1, 2013, the Company entered into a letter of intent with Zero Combustion Inc. to commercialize fire retardant paints and coatings. The letter of intent was transferred to Cuprum Coating Acquisition Co. ("Cuprum") under the Web Watcher Arrangement Agreement. On March 1, 2014 the boards of Cuprum and Zero Combustion Inc. cancelled the Zero license agreement and on March 27, 2014 an LOI to acquire Cuprum was entered into with Alibaba Graphite Corp. On June 6, 2014 Cuprum completed a forward stock split of its existing share capital on the basis of two and one-half new common shares (2.5) for every one (1) currently issued and outstanding common share, resulting in the number of shares the Issuers shareholders are entitled to be issued to be an aggregate of 36,009,245 common shares. Cuprum entered into a three corner amalgamation agreement with Ali Baba Graphite Corp. and will change its name to Alibaba Innovations Corp. and accordingly shareholders of the issuer will be issued 36,009,245 shares in respect of their right to receive Cuprum shares which will constitute 52% of Alibaba Innovations Corp.

On July 9, 2013, the Company entered into a letter of content to purchase all the issued and outstanding shares of Valley Blue Farms Ltd. with respect to a proposed merger or asset acquisition. The letter of intent was transferred to Froachan Farm Acquisition Co. under the Web Watcher Arrangement Agreement . Shareholders of the Issuer will receive 14,403,698 shares of Froachan Farm Acquisition Co.

On November 1, 2013, the Company entered into an assignment to assume a letter of intent with Fable Gold Exploration Inc. and to undertake a two-phased exploration program on specific mineral properties to conduct a Phase 1 work program of soil geochemical and geophysical surveys, magnetic and electromagnetic (IP) surveys

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014

and test trenching; Phase 2 would involve preliminary drill testing of the targets developed in the preceding phase. The assignment was transferred to Aida Minerals Inc. under the Web Watcher Arrangement Agreement . Shareholders of the Issuer will receive 14,403,698 shares of Aida Minerals Inc.

On June 27, 2013, the Company entered into a non-binding letter of intent to purchase all the issued and outstanding shares of Wulu Fruit and Beverage Company ("Wulu"), with respect to a proposed merger or asset acquisition. Wulu is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of British Columbia. The letter of intent was transferred to Network Oncology Inc. ("Network") under the Web Watcher Arrangement Agreement and subsequently cancelled by Wulu on March 21, 2014. Network entered into a Supply Agreement Sale and Assignment to purchase certain contracts from Resolute Oncology Limited ("ROL") on May 12, 2014.

On July 11, 2014, Network completed a forward stock split of its existing share capital on the basis of two and one-half new common shares (2.5) for every one (1) currently issued and outstanding common share, resulting in the number of shares the Issuers shareholders are entitled to be issued to be an aggregate of 36,009,245 common shares.

On July 15, 2013, the Company entered into a letter of intent with Proelium MMA Entertainment Ltd. ("MMA") to amalgamate Web Watcher and MMA. The letter of intent was transferred to Proelium MMA Acquisition Co. under the Web Watcher Arrangement Agreement . Shareholders of the Issuer will receive 14,403,698 shares of Proelium MMA Entertainment Ltd.

SELECTED QUARTERLY INFORMATION

RESULTS OF OPERATIONS

September 30, 2014

(Unaudited Expressed in Canadian dollars)

	For Three Months Period ended September 30, 2014 \$	For Three Months Period ended September 30, 2013 \$
Expenses		
Regulatory	-	4,560
Office and Admin	500	-
Rent Expense	1,975	-
Stock Transfer Fee	414	2,291
Professional fees	3,634	-
	6,522	6,851

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014

Net loss and comprehensive loss	(6,523)	(6,851)
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For the period from April 16, 2011 to July 31, 2013, the Company was a wholly-owned subsidiary of Whitewater. The Company commenced its status as a reporting issuer on July 31, 2013 there were no operations until that date. Since that date all activity has been to negotiate the Letters of Intent and conduct the Plan of Arrangement.

Additional Disclosure for Venture issuers without Significant Revenue

Regulatory fees consist of filings with the BC Securities Commission and stock transfer fee consists of fees to the Transfer agent, professional fees are primarily audit and accounting.

LIQUIDITY AND CAPITAL RESOURCES

As at September 30, 2014, the Company had a working capital deficiency of -\$88,610

	September 30, 2014 \$	June 30, 2014 \$
ASSETS		
Current Assets		
Cash	463	575
	463	575
LIABILITIES		
Current Liabilities		
Accrued liabilities and accounts payable	20,937	32,473
Due to related Party	68,006	50,059
Due to former parent company	130	130
	89,073	82,662
SHAREHOLDERS' EQUITY (DEFICIENCY)		
Share capital	1	1
Deficit	(88,611)	(82,088)
	(88,610)	(82,087)
	463	575

Web Watcher Systems LTD.
FOR THE THREE MONTHS ENDED September 30, 2014

Changes in Cash Position

	For Three Months Period ended September 30, 2014 \$	For Three Months Period ended September 30, 2013 \$
Cash (used in) /provided by:		
Operating activities		
Net loss for the period	(6,523)	(6,851)
Change in non-cash working capital components:		
Accounts payable and accrued liabilities	(17,536)	3,571
Due to related party	23,947	3,280
Due to former parent company	-	-
Net cash provided by operating activities	(112)	-
Financing activities		
Share issuance	-	-
Net cash provided by financing activities	-	-
Change in cash	(112)	-
Cash , beginning of the period	575	10,001
Cash, end of the period	463	10,001

SELECTED QUARTERLY INFORMATION

RESULTS OF OPERATIONS

	Three months ended 30-Sep-14	Three months ended 30-Jun-14	Three months ended 31-Mar-14	Three months ended 31-Dec-13	Three months ended 30-Sep-13	Three months ended 30-Jun-13	Three months ended 31-Dec-12
Expenses							
Regulatory	-	227	459	1,294	4,560	-	-
Office and Admin	500	762	81	-	-	-	-
Rent	1,975	-	-	-	-	-	-
Transfer Agency	414	3,436	3,301	4,065	2,291	-	-
Professional Fees	3,634	7,503	4,830	42,024	-	7,125	-
Net loss and comprehensive loss	6,523	11,928	8,671	47,383	6,851	7,125	0

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014

For the period from April 16, 2011 to September 30, 2014 the Company was a wholly-owned subsidiary of Whitewater. The Company commenced its status as a reporting issuer on July 31, 2013 there were no operations until that date. Since that date all activity has been to negotiate the Letters of Intent and conduct the Plan of Arrangement.

The Company's cash position at September 30, 2014 was \$463. The funds were provided by loan from a company related to a Director and Officer that also reduced payables.

Financial Instruments

Financial assets

Financial assets are initially recognized at fair value and are classified into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss – derivatives or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of operations.

Loans and receivables - non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized in the statement of operations.

Available-for-sale – non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized in the statement of operations.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at the minimum of at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets described above.

Financial liabilities

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014

The Company classifies its financial liabilities into one of two categories. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - derivatives or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of operations.

Other financial liabilities - includes payables which are recognized at amortized cost.

Classification of Financial Instruments

The Company has classified its payables as other financial liabilities.

Share Capital

The total number of common shares outstanding as at September 30, 2013 was 14,403,698. The total number of common shares outstanding as of the date of this report is 14,403,698.

As of the date of this report there were no stock options outstanding.

Future Cash Requirements

The Company's future capital requirements will depend on many factors, including, among others, substantial capital expenditures related to development and business expansion of subsidiaries. Should the Company wish to pursue current and future business opportunities, additional funding will be required. The Company believes that its current plans and requirements can be funded largely from payments from subsidiaries as part of reorganization and advances from its Principals but is necessary to raise additional working capital to carry out development of its business agreements. To the extent that the Company continues to incur losses and these resources are insufficient to fund the Company's recurring losses until profitability is reached, the Company will need to raise additional funds through debt or equity financing. Current market conditions have made it more difficult to raise additional funds. If additional funds are raised through the issuance of equity securities, the percentage ownership of current shareholders will be reduced and such equity securities may have rights, preferences, or privileges senior to those of the holders of the Company's common stock. No assurance can be given that additional financing will be available, or that it can be obtained on terms acceptable to the Company and its shareholders. If adequate funds are not available, the Company may be required to find a sustainable business on which to attract capital or earn income.

RELATED PARTY TRANSACTIONS

- a. Transactions with management and directors

As at September 30, 2014, the Company owes the officer and his company \$68,006 for advances, which have been included in the balance of due to related party. No other transactions were entered with management and directors for the three months period ended September 30, 2014.

- b. Transactions with other related parties
-

Web Watcher Systems LTD.

FOR THE THREE MONTHS ENDED September 30, 2014

The Company and Whitewater, its former parent company, entered into the Arrangement Agreement that provides for the transfer of the Canadian License Marketing Agreement from Whitewater to the Company and the immediate distribution of a controlling interest in the common shares of the Company to the shareholders of Whitewater. The shareholders of Whitewater at the completion of the Arrangement Agreement continued to collectively own the Investment, albeit through an altered corporate structure. Consequently, given that there was no substantive change in the beneficial ownership of the purchase agreement at the time that it was transferred to the Company, the transfer was recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of Whitewater at the time of the transfer, which was nil.

RISKS AND UNCERTAINTIES

1. The Company Will Require Significant Amounts of Additional Capital in the Future

The Company has and will continue to have limited financial resources. The Company will continue to make substantial capital expenditures related to development and business expansion of subsidiaries. In addition, the Company may incur major unanticipated liabilities or expenses. There can be no assurance that the Company will be able to obtain necessary financing in a timely manner on commercially acceptable terms, if at all.

2. The Company is subject to Regulatory Risk:

The Company relies on the ability and network of its Principal shareholder to attract business proposals and facilitate their funding and public listing through the legal process of Plan of Arrangement which transfers status as a reporting issuer to a previously non reporting entity. The process may be interrupted or severely changed by securities regulators who have the right to review the issuers disclosure and require additional disclosure and reporting possibly at significant expense or setting limits and restrictions on stock exchanges to accept certain types of transactions.

In addition, the onset or continuation of adverse economic conditions may make it more difficult either to complete the transactions and listing of its spinoff companies or enter into any further such arrangements.

3. Conflicts of Interest

Directors of the Company may, from time to time, serve as directors of, or participate in ventures with other companies involved in similar businesses. As a result, there may be situations that involve a conflict of interest for such directors. Each director will attempt not only to avoid dealing with such other companies in situations where conflicts might arise but will also disclose all such conflicts in accordance with the *Business Corporations Act* (British Columbia) and will govern themselves in respect thereof to the best of their ability in accordance with the obligations imposed upon them by law.

4. Litigation

The Company and/or its directors may be subject to a variety of civil or other legal proceedings, with or without merit. The Company does not know of any such pending or actual material legal proceedings as of the date of this Circular.

5. Dependency on a Small Number of Management Personnel

The Company will be dependent on a relatively small number of key personnel, the loss of any of whom could

Web Watcher Systems LTD.
FOR THE THREE MONTHS ENDED September 30, 2014

have an adverse effect on the Company and its business operations.

6. No Cash Dividends Are Expected to be Paid in the Foreseeable Future

The Company intends to retain any future earnings to finance its business operations and any future growth. Therefore, the Company does not anticipate declaring any cash dividends in the foreseeable future.

7. ADDITIONAL INFORMATION

Additional information pertaining to the Company is available on the SEDAR website at www.sedar.com.

SCHEDULE "F"

**LETTER OF INTENT BETWEEN WEB WATCHER AND NORTHERN VINE CANADA
INC.**

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

November 18, 2014

Mike Withrow
President, CEO and Director
Northern Vine Canada Inc.
Suite 1000 - 355 Burrard Street
Vancouver, BC V6C 2G8

Attention: Mr. Mike Withrow

Dear Sir:

Letter of Intent to acquire Northern Vine Canada Inc. (the "Target") to facilitate a listing transaction

This letter of intent (this "LOI") will generally record the terms of the proposed agreement whereby Web Watcher Systems Ltd. or an affiliate ("**Web Watcher**") will acquire all of the issued and outstanding shares and/or assets of the Target pursuant to an amalgamation, which is intended to constitute the Target's listing transaction (the "**Transaction**") pursuant to the policies of the Canadian Securities Exchange (the "**Exchange**").

The Transaction is expressly subject to:

- (a) a due diligence review by Web Watcher of the Target;
- (b) negotiation, execution and delivery of a definitive agreement for the Transaction (the "**Definitive Agreement**");
- (c) approval of the Transaction by the board of directors and shareholders, if applicable, of each of Web Watcher and the Target; and
- (d) no material adverse change will have occurred to the business of the Target between the time of execution of the Definitive Agreement and the consummation of the Transaction.

The conditions in favour of Web Watcher may be waived in whole or in part by Web Watcher and the conditions in favour of the Target may be waived in whole or in part by the Target.

1. Proposal

1.1 The parties will only be legally bound to complete the Transaction upon execution of the Definitive Agreement which will include the material terms and conditions contained in this LOI. The parties agree to negotiate the proposed terms of the Definitive Agreement in good

faith and further acknowledge that the Definitive Agreement will include customary representations, warranties and covenants mutually acceptable to both parties.

1.2 Although this LOI contemplates the acquisition of all the issued and outstanding shares in the capital of the Target pursuant to an amalgamation, the parties will give consideration to a different form of transaction, such as a plan of arrangement, share exchange, asset purchase, take-over bid or any other applicable transaction should such different form provide material benefits to one party without materially adversely affecting the other. The parties acknowledge that the Term Sheet attached hereto as Exhibit "A" is intended to form the basis for the Definitive Agreement.

2. Termination

2.1 This LOI will terminate upon the earliest of (i) the execution of the Definitive Agreement and (ii) the termination of this LOI by either the Target or Web Watcher upon no less than 10 business days' written notice to the other. In the event that this LOI is terminated, the terms herein will be of no further force or effect except for §3 (Confidentiality) and §6 (Expenses).

3. Confidentiality

3.1 Each of Web Watcher and the Target acknowledge that they will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Web Watcher and the Target (and their respective affiliates, representative, agents and employees) will keep such information confidential and will not, except as provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. This §3.1 will not apply to information that:

- (a) becomes generally available to the public absent any breach of §3.1;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this LOI; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

3.2 Subject to §3.3, each of Web Watcher and the Target agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

3.3 The Target expressly consents to the (i) disclosure of the existence and contents of this LOI and (ii) reproduction of this LOI in any public disclosure document of Web Watcher or Spinco relating to the Spinoff (as defined below). Web Watcher disclaims any liability or responsibility by reason of any disclosure or reproduction permitted by this LOI.

3.4 Each of Web Watcher and the Target agrees that immediately upon any discontinuance of activities by either party which results in the Transaction not being consummated, each party will return to the other all confidential information.

4. Access

4.1 Prior to the execution of the Definitive Agreement, the Target and its representatives will provide Web Watcher with:

- (a) such information (including copies of documents) as Web Watcher may reasonably request; and
- (b) access to the books, records, assets, contracts, industrial designs, intellectual property, technical reports, facilities and personnel of the parties as Web Watcher may reasonably request.

4.2 Without limiting the generality of §4.1, promptly following execution of this LOI, the Target and its representatives will provide Web Watcher with:

- (a) a business plan, executive summary and PowerPoint presentation with respect to the Target and its business;
- (b) biographies for key management and business advisors and potential board members of the Target;
- (c) audited financial statements of the Target for the three most recently completed financial years, as may be required by the Exchange and as applicable to the Transaction;
- (d) a list of assets, liabilities and commitments of the Target;
- (e) a list of shares and convertible securities of the Target issued and outstanding;
- (f) three year projections (including pro forma balance sheets, statements of operations and statements of cash flows) and underlying assumptions;
- (g) an independent valuation of the Target or fairness opinion on the Transaction, as may be required by the Exchange;
- (h) proposed use of proceeds of the Initial Financing (as defined below); and
- (i) future funding requirements in excess of the Initial Financing.

4.3 The Target will at all times prior to the execution of the Definitive Agreement permit Web Watcher and its representatives to review the business, assets and operations of the Target.

5. Covenants of Web Watcher

5.1 Web Watcher covenants to:

- (a) obtain shareholder approval for the Spinoff Transaction including implementing a share restructuring plan to address the current issued and outstanding shares of Web Watcher;
- (b) maintain its status as a "reporting issuer" to facilitate the Transaction and ensure that it is not listed as a "defaulting issuer" by any securities commission;
- (c) ensure its continuous disclosure filings with the securities commissions are current and accurate in all material respects;
- (d) provide to the Target a budget for the annual costs associated with being a publicly traded company on the Exchange covering audit, legal, IR, regulatory compliance, exchange fees, quarterly and annual filings and annual general meetings;
- (e) facilitate the issuance of 10,000,000 common shares of Amalco to the Target shareholders at closing as consideration for the business and assets of the Target
- (f) facilitate the issuance of common shares of Amalco to the Target shareholders for additional Target shares issued pursuant to the Initial Financing (as defined below) on a 1:1 basis; and
- (g) subject to the Target providing the information in §4.2, facilitate funding for gross proceeds in the amount of \$750,000 on or before closing (the "**Initial Financing**") as set out in the Exhibit "A".

6. Expenses

6.1 Except as may be agreed to in the Definitive Agreement, each party shall pay its own expenses in respect to the negotiation and preparation of this LOI and the due diligence process contemplated herein. Promptly upon execution of this LOI, the Target shall provide Web Watcher a deposit of \$10,000 and promptly upon final court approval of the plan of arrangement contemplated herein, the Target shall provide to Web Watcher a second payment of \$10,000. All expenses associated with implementation of the Transaction, including without limitation, all fees and expenses of their respective legal counsel, accountants, auditors, valuers and other advisors, are to be paid by the Target.

7. Binding Effect

7.1 Except for §3 (Confidentiality), §6 (Expenses), §9 (Exclusive Dealing), §10 (No Acquisitions), §11 (No Dispositions) and §12 (Normal Course) which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the parties will arise only upon the duly authorized execution and delivery of the Definitive Agreement and the approval of the board of directors of each of Web Watcher and the Target.

8. Assignment and Spinoff

8.1 Web Watcher may assign this LOI to an affiliate (“**Spinco**”) in its sole discretion for the purpose of implementing the Transaction. This LOI may not be assigned by the Target without the prior written consent of Web Watcher.

8.2 The Target acknowledges and agrees that Web Watcher may complete a plan of arrangement pursuant to which it will, among other things, distribute to its shareholders the shares of Spinco (the “**Spinoff**”).

8.3 For the purposes of the interpretation and application of this LOI, all references to Web Watcher will include Spinco as the context requires.

9. Exclusive Dealing

9.1 The Target acknowledges that Web Watcher will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Transaction and in preparing the Definitive Agreement and in consideration of Web Watcher doing so the Target agrees that until this LOI is terminated, it will not, directly or indirectly, through any officer, director, employee, representative or agent solicit, invite, induce, initiate or encourage any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

(a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or

(b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party.

each an “**Alternative Transaction.**”

9.2 In addition to the foregoing, the Target will not participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.

9.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

10. No Acquisitions

10.1 Except for the purpose of acquiring a controlled substance license holder or applicant under Health Canada legislation, the Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any

corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries.

11. No Dispositions

11.1 Except in the ordinary course of business and consistent with past practice, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

12. Normal Course

12.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not, and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to Web Watcher.

13. Use of Consultants

13.1 Web Watcher and Target agree to engage professionals and consultants as necessary upon the execution of this LOI to oversee and manage the listing process and procedure to fulfil the terms and conditions of the Transaction.

14. Sections and Subheadings

14.1 The headings of this LOI are for convenience only, do not form a part of this LOI and are not intended to interpret, define or limit the scope, extent or intent of this LOI or any of its provisions.

14.2 The symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this LOI so designated.

15. Time

15.1 Time is of the essence in the performance of each covenant and obligation under this LOI.

16. Entire Agreement

16.1 This LOI constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this LOI. No director, officer, employee or agent of either party has any authority to make any representation or commitment not contained in this LOI, and each party has executed this LOI without reliance upon any such representation or commitment.

17. Governing Law

17.1 This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in British Columbia, and the rights and remedies of the parties will be determined in accordance with such domestic laws. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder.

18. Further Assurances

18.1 The parties agree to perform or cause to be performed all such acts and things as may be required to give full force and effect to the terms and provisions set out herein and to cooperate with each other and each other's counsel and other professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein which are binding and any other documents required to give effect hereto.


If the foregoing reflects your understanding of the Transaction and if you are in agreement in principle with the terms and conditions of the proposal herein, please so acknowledge by executing an original of this LOI and return the same to Web Watcher by November 21, 2014 (the "Effective Date").

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

This LOI may be executed in several counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Yours truly,


WEB WATCHER SYSTEMS LTD.

Per: 

Authorized Signatory

ACCEPTED AND AGREED TO:

NORTHERN VINE CANADA INC.

Per: 

Authorized Signatory

EXHIBIT A

TERM SHEET

This transaction term sheet sets forth certain terms with respect to the acquisition of all of the shares of the Target by Web Watcher. All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the LOI of which this is Exhibit A.

Structure:	<p>The board of directors of Web Watcher or Spinco, as the case may be, will, subject to their review of the financial statements of the Target and the form of Definitive Agreement, authorize and approve the acquisition of all of the issued and outstanding shares of the Target.</p> <p>Spinco will acquire all of the shares of the Target pursuant to an amalgamation.</p>
Shares:	<p>Following the Spinoff, it is expected that Spinco will have 2,880,740 common shares issued and outstanding (the "Spinco Shares").</p> <p>Pursuant to the Amalgamation, each Spinco Share will be exchanged for shares in Target such that shareholders of Target will receive a total of 10,00,000 shares in the capital of the amalgamated company ("Amalco") plus any shares issued pursuant to the Initial Financing on a 1:1 basis.</p>
Initial Financing:	<p>Pursuant to the Transaction, it is expected that the parties will raise funds through a series of private placements:</p> <ul style="list-style-type: none">a) \$125,000 in units of Target at \$0.05 per unit, each unit comprised of one common share in Target and one common share purchase warrant exercisable into one common share of Target at \$0.08 per share for 24 months; andb) \$620,000 in common shares of Target at \$0.30 per common share. <p>Target will provide necessary information regarding investors to Richardson GMP within 14 days from the execution of the LOI to facilitate the opening of investment accounts for the purpose of participating in the Initial Financing.</p>
Options and Warrants:	<p>Neither Spinco nor the Target will have any options or warrants issued and outstanding at the time of the amalgamation.</p>
Due Diligence:	<p>The Transaction will be subject to satisfactory completion of due diligence by Web Watcher which will include a due diligence review by Web Watcher of the business, properties and financial statements of the Target.</p>

	Web Watcher will have 10 days from the execution of the LOI to complete such due diligence.
Condition Precedents to Closing:	In addition to the foregoing, the closing will be subject to the conditions set out in the LOI.
Closing Date:	The date for completion of the acquisition and consummation of the Transaction will be the day which is the 10th business day following the satisfaction or waiver of the condition precedents or such other date as mutually agreed to by the parties (the " Closing Date "). The parties intend the Closing Date to occur prior to February 1, 2014.
Representations and Warranties:	The Definitive Agreement will include customary representations and warranties for a transaction of this type, such representations and warranties will be made equally by each party and survive a period of one year from the closing.
Board of Directors:	The board of directors of Amalco upon completion of the Transaction shall initially be composed of the current board of the Target.
Finder's Fee and Commissions:	<p>The parties will pay the following finder's fees in connection with the Transaction and the Initial Financing:</p> <ul style="list-style-type: none"> a) in respect of the Transaction, a fee paid to Richardson GMP Limited equal to \$25,000 (payable as to 50% in cash and as to 50% in Amalco units at \$0.05 per unit); and b) in respect of funds raised as part of the Initial Financing, a fee paid to Richardson GMP Limited equal to: (i) 8% of the gross proceeds; and (ii) non-transferable finder's warrants to acquire such number of common shares in the capital of the Target as is equal to 8% of the securities sold under the Initial Financing with the share price set out in the section Initial Financing.
No Break Fee:	In the event that the condition precedents are not satisfied (or waived) there will be no liability or further obligation whatsoever on the part of Web Watcher or the Target, save for and except the obligations set out in §3 (Confidentiality) and §6 (Expenses) of the LOI.

SCHEDULE "G"

LETTER OF INTENT BETWEEN WEB WATCHER AND 0990718 B.C. LTD.

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

November 20, 2014

David Terry
President, CEO and Director
0990718 BC Ltd.
4665 Willow Creek Road
West Vancouver, BC V7W 1C3

Attention: Mr. David Terry

Dear Sir:

Letter of Intent to acquire 0990718 BC Ltd. (the "Target") to facilitate a listing transaction

This letter of intent (this "LOI") will generally record the terms of the proposed agreement whereby Web Watcher Systems Ltd. or an affiliate ("Web Watcher") will acquire all of the issued and outstanding shares and/or assets of the Target pursuant to an amalgamation, which is intended to constitute the Target's listing transaction (the "Transaction") pursuant to the policies of the Canadian Securities Exchange (the "Exchange").

The Transaction is expressly subject to:

- (a) a due diligence review by Web Watcher of the Target;
- (b) a due diligence review by the Target of Web Watcher;
- (c) negotiation, execution and delivery of a definitive agreement for the Transaction (the "**Definitive Agreement**");
- (d) approval of the Transaction by the board of directors and shareholders, if applicable, of each of Web Watcher and the Target; and
- (e) no material adverse change will have occurred to the business of the Target between the time of execution of the Definitive Agreement and the consummation of the Transaction.

The conditions in favour of Web Watcher may be waived in whole or in part by Web Watcher and the conditions in favour of the Target may be waived in whole or in part by the Target.

1. Proposal

1.1 The parties will only be legally bound to complete the Transaction upon execution of the Definitive Agreement which will include the material terms and conditions contained in



this LOI. The parties agree to negotiate the proposed terms of the Definitive Agreement in good faith and further acknowledge that the Definitive Agreement will include customary representations, warranties and covenants mutually acceptable to both parties.

1.2 Although this LOI contemplates the acquisition of all the issued and outstanding shares in the capital of the Target pursuant to an amalgamation, the parties will give consideration to a different form of transaction, such as a plan of arrangement, share exchange, asset purchase, take-over bid or any other applicable transaction should such different form provide material benefits to one party without materially adversely affecting the other. The parties acknowledge that the Term Sheet attached hereto as Exhibit "A" is intended to form the basis for the Definitive Agreement.

2. Termination

2.1 This LOI will terminate upon the earliest of (i) the execution of the Definitive Agreement and (ii) the termination of this LOI by either the Target or Web Watcher upon no less than 10 business days' written notice to the other. In the event that this LOI is terminated, the terms herein will be of no further force or effect except for §3 (Confidentiality) and §6 (Expenses).

3. Confidentiality

3.1 Each of Web Watcher and the Target acknowledge that they will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Web Watcher and the Target (and their respective affiliates, representative, agents and employees) will keep such information confidential and will not, except as provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. This §3.1 will not apply to information that:

- (a) becomes generally available to the public absent any breach of §3.1;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this LOI; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

3.2 Subject to §3.3 and §3.4, each of Web Watcher and the Target agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

3.3 The Target expressly consents to the (i) disclosure of the existence and contents of this LOI and (ii) reproduction of this LOI in any public disclosure document of Web Watcher or Spinco relating to the Spinoff (as defined below). Web Watcher disclaims any liability or responsibility by reason of any disclosure or reproduction permitted by this LOI.

3.4 Web Watcher expressly consents to the disclosure of the existence of the LOI and the terms of the Initial Financing (as defined below) for the purpose of facilitating the Initial Financing.

3.5 Each of Web Watcher and the Target agrees that immediately upon any discontinuance of activities by either party which results in the Transaction not being consummated, each party will return to the other all confidential information.

4. Access

4.1 Prior to the execution of the Definitive Agreement, the Target and its representatives will provide Web Watcher with:

- (a) such information (including copies of documents) as Web Watcher may reasonably request; and
- (b) access to the books, records, permits, exploration results, technical reports, facilities and personnel of the parties as Web Watcher may reasonably request.

4.2 Without limiting the generality of §4.1, promptly following execution of this LOI, the Target and its representatives will provide Web Watcher with:

- (a) a business plan, executive summary and PowerPoint presentation with respect to the Target and its business;
- (b) biographies for key management and business advisors and potential board members of the Target;
- (c) audited financial statements of the Target for the three most recently completed financial years, as may be required by the Exchange;
- (d) a list of assets, liabilities and commitments of the Target;
- (e) a list of shares and convertible securities of the Target issued and outstanding;
- (f) three year projections (including pro forma balance sheets, statements of operations and statements of cash flows) and underlying assumptions;
- (g) an independent valuation of the Target or fairness opinion on the Transaction, as may be required by the Exchange;
- (h) proposed use of proceeds of the Initial Financing (as defined below); and
- (i) future funding requirements in excess of the Initial Financing.

4.3 The Target will at all times prior to the execution of the Definitive Agreement permit Web Watcher and its representatives to review the business, assets and operations of the Target.

4.4 Prior to the execution of the Definitive Agreement, the Web Watcher or Spincor and its representatives will provide Target with:

- (a) such information (including copies of documents) as Target may reasonably request; and
- (b) access to the books, records, financial statements, shareholder lists, lists of employees, material contracts that Target may reasonably request.

5. Covenants of Web Watcher

5.1 Web Watcher covenants to:

- (a) obtain shareholder approval for the Spinoff Transaction including implementing a share restructuring plan to address the current issued and outstanding shares of Web Watcher;
- (b) maintain its status as a "reporting issuer" with the respective securities commission(s);
- (c) ensure its continuous disclosure filings with the securities commissions are current and accurate in all material respects;
- (d) provide to the Target a budget for the annual costs associated with being a publicly traded company on the Exchange covering audit, legal, IR, regulatory compliance, exchange fees, quarterly and annual filings and annual general meetings;
- (e) facilitate the issuance of 25,000,000 common shares of Amalco to the Target shareholders at closing and a payment of \$50,000 to the Target shareholders upon completion of the Initial Financing as consideration for the business and assets of the Target; and
- (f) subject to the Target providing the information in §4.2, facilitate funding for gross proceeds in the amount of \$400,000 to \$500,000 on or before closing (the "**Initial Financing**") as set out in the Exhibit "A".

6. Expenses

6.1 Except as may be agreed to in the Definitive Agreement, each party shall pay its own expenses in respect to the negotiation and preparation of this LOI and the due diligence process. To facilitate the plan of arrangement contemplated herein, promptly upon execution of this LOI, the Target shall provide Web Watcher a deposit of \$10,000, and promptly upon completion of the plan of arrangement, the Target shall provide to Web Watcher a second payment of \$10,000. Any cost associated with the plan of arrangement that exceeds the aforementioned \$20,000 aggregate payment is to be paid by Web Watcher directly. All Expenses associated with implementation of the Transaction other than the plan of arrangement, including without limitation, all fees and expenses for the Exchange, legal counsel, accountants, auditors, valuers and other advisors are to be paid directly by the Target.



7. Binding Effect

7.1 Except for §3 (Confidentiality), §6 (Expenses), §9 (Exclusive Dealing), §10 (No Acquisitions), §11 (No Dispositions) and §12 (Normal Course) which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the parties will arise only upon the duly authorized execution and delivery of the Definitive Agreement and the approval of the board of directors of each of Web Watcher and the Target.

8. Assignment and Spinoff

8.1 Web Watcher may assign this LOI to an affiliate ("**Spinco**") in its sole discretion for the purpose of implementing the Transaction. This LOI may not be assigned by the Target without the prior written consent of Web Watcher.

8.2 The Target acknowledges and agrees that Web Watcher may complete a plan of arrangement pursuant to which it will, among other things, distribute to its shareholders the shares of Spinco (the "**Spinoff**").

8.3 For the purposes of the interpretation and application of this LOI, all references to Web Watcher will include Spinco as the context requires.

9. Exclusive Dealing

9.1 The Target acknowledges that Web Watcher will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Transaction and in preparing the Definitive Agreement and in consideration of Web Watcher doing so the Target agrees that until this LOI is terminated, it will not, directly or indirectly, through any officer, director, employee, representative or agent solicit, invite, induce, initiate or encourage any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

- (a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or
- (b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party,

each an "**Alternative Transaction.**"

9.2 In addition to the foregoing, the Target will not participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.

9.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

10. No Acquisitions

10.1 The Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries.

11. No Dispositions

11.1 Except in the ordinary course of business and consistent with past practice, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

12. Normal Course

12.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts, if applicable), and will not, and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to Web Watcher.

13. Use of Consultants

12.1 Web Watcher and Target agree to engage professionals and consultants as necessary upon the execution of this LOI to oversee and manage the listing process and procedure to fulfil the terms and conditions of the Transaction.

14. Sections and Subheadings

14.1 The headings of this LOI are for convenience only, do not form a part of this LOI and are not intended to interpret, define or limit the scope, extent or intent of this LOI or any of its provisions.

14.2 The symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this LOI so designated.

Handwritten signature and initials in the bottom right corner of the page.

15. Time

15.1 Time is of the essence in the performance of each covenant and obligation under this LOI.

16. Entire Agreement

16.1 This LOI constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this LOI. No director, officer, employee or agent of either party has any authority to make any representation or commitment not contained in this LOI, and each party has executed this LOI without reliance upon any such representation or commitment.

17. Governing Law

17.1 This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in British Columbia, and the rights and remedies of the parties will be determined in accordance with such domestic laws. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder.

18. Further Assurances

18.1 The parties agree to perform or cause to be performed all such acts and things as may be required to give full force and effect to the terms and provisions set out herein and to co-operate with each other and each other's counsel and other professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein which are binding and any other documents required to give effect hereto.

If the foregoing reflects your understanding of the Transaction and if you are in agreement in principle with the terms and conditions of the proposal herein, please so acknowledge by executing an original of this LOI and return the same to Web Watcher by October 22, 2014 (the "Effective Date").

Handwritten signatures and initials in black ink, appearing to be a signature and the initials 'JAT'.

This LOI may be executed in several counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Yours truly,

WEB WATCHER SYSTEMS LTD.

Per: 
Authorized Signatory

ACCEPTED AND AGREED TO:


0990718 BC LTD.
Per:  President, CEO, Director
Authorized Signatory

EXHIBIT A

TERM SHEET

This transaction term sheet sets forth certain terms with respect to the acquisition of all of the shares of the Target by Web Watcher. All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the LOI of which this is Exhibit A.

Structure:	<p>The board of directors of Web Watcher or Spinco, as the case may be, will, subject to their review of the financial statements of the Target and the form of Definitive Agreement, authorize and approve the acquisition of all of the issued and outstanding shares of the Target.</p> <p>Spinco will acquire all of the shares of the Target pursuant to an amalgamation.</p>
Shares:	<p>Following the Spinoff, it is expected that Spinco will have 4,801,233 common shares issued and outstanding (the "Spinco Shares"). It is understood that Spinco will distribute 50% of available common shares as directed by Target for consideration of \$0.02 per share, payable upon completion of the Initial Financing.</p> <p>Pursuant to the Amalgamation, each Spinco Share will be exchanged for shares in Target such that shareholders of Target will receive a total of 25,000,000 shares in the capital of the amalgamated company ("Amalco").</p>
Initial Financing:	<p>Pursuant to the Transaction, it is expected that the parties will raise funds through a series of private placements:</p> <ul style="list-style-type: none">a) \$100,000 in units of Target at \$0.05 per unit, each unit comprised of one common share in Target and one common share purchase warrant exercisable into one common share of Target at \$0.05 per share for 24 months;b) \$300,000 to \$750,000 in common shares of Target or Amalco at \$0.10 per common share.
Options and Warrants:	<p>Web Watcher and Target each have no options or warrants issued and outstanding at the time of signing of this LOI.</p>
Due Diligence:	<p>The Transaction will be subject to satisfactory completion of due diligence:</p> <ul style="list-style-type: none">a) by Web Watcher which will include a due diligence review by Web Watcher of the business, properties and financial statements of the Target andb) by Target which will include a due diligence review by Target of the

	<p>business, liabilities, financial statements and material contracts of Web Watcher and Spinco.</p> <p>The parties will have 30 days from the execution of the LOI to complete such due diligence.</p>
Condition Precedents to Closing:	<p>In addition to the foregoing, the closing will be subject to the conditions set out in the LOI.</p>
Closing Date:	<p>The date for completion of the acquisition and consummation of the Transaction will be the day that is mutually agreed to by the parties (the "Closing Date"). The parties intend the Closing Date to occur prior to February 1, 2014.</p>
Representations and Warranties:	<p>The Definitive Agreement will include customary representations and warranties for a transaction of this type, such representations and warranties will be made equally by each party and survive a period of one year from the closing.</p>
Board of Directors:	<p>The board of directors of Amalco upon completion of the Transaction shall initially be composed of the current board of the Target or other such nominees as proposed by the current board of the Target.</p>
Finder's Fee and Commissions:	<p>The parties will pay the following finder's fees in connection with the Transaction and the Initial Financing:</p> <ul style="list-style-type: none">a) in respect of the Transaction, a fee equal paid to Richardson GMP Limited equal to \$30,000 (payable as to 33.3% in cash and as to 66.7% in Amalco shares at \$0.05 per share); andb) in respect of funds raised through Richardson GMP as part of the Initial Financing, a fee paid to Richardson GMP Limited equal to: (i) 10% of the gross proceeds of the Initial Financing; and (ii) non-transferable finder's warrants to acquire such number of common shares in the capital of the Target as is equal to 10% of the securities sold under the Initial Financing with the share price set out in the section Initial Financing. In the case where part of the Initial Financing is raised by securities dealers other than Richardson GMP, Richardson GMP will not receive a fee or finders warrants related to that portion of the gross proceeds.
No Break Fee:	<p>In the event that the condition precedents are not satisfied (or waived) there will be no liability or further obligation whatsoever on the part of Web Watcher or the Target, save for and except the obligations set out in §3 (Confidentiality) and §6 (Expenses) of the LOI.</p>



SCHEDULE "H"

LETTER OF INTENT BETWEEN WEB WATCHER AND 1016460 B.C. LTD.

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

October 22, 2014

Rene David
President and Director
1016460 BC LTD
Suite 2600 Oceanic Plaza
1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Mr. Rene David

Dear Sir:

Letter of Intent to acquire 1016460 BC LTD (the “Target”) to facilitate a listing transaction

This letter of intent (this “**LOI**”) will generally record the terms of the proposed agreement whereby Web Watcher Systems Ltd. or an affiliate (“**Web Watcher**”) will acquire all of the issued and outstanding shares and/or assets of the Target pursuant to an amalgamation, which is intended to constitute the Target’s listing transaction (the “**Transaction**”) pursuant to the policies of the Canadian Securities Exchange (the “**Exchange**”).

The Transaction is expressly subject to:

- (a) a due diligence review by Web Watcher of the Target;
- (b) negotiation, execution and delivery of a definitive agreement for the Transaction (the “**Definitive Agreement**”);
- (c) approval of the Transaction by the board of directors and shareholders, if applicable, of each of Web Watcher and the Target; and
- (d) no material adverse change will have occurred to the business of the Target between the time of execution of the Definitive Agreement and the consummation of the Transaction.

The conditions in favour of Web Watcher may be waived in whole or in part by Web Watcher and the conditions in favour of the Target may be waived in whole or in part by the Target.

1. Proposal

1.1 The parties will only be legally bound to complete the Transaction upon execution of the Definitive Agreement which will include the material terms and conditions contained in this LOI. The parties agree to negotiate the proposed terms of the Definitive Agreement in good

faith and further acknowledge that the Definitive Agreement will include customary representations, warranties and covenants mutually acceptable to both parties.

1.2 Although this LOI contemplates the acquisition of all the issued and outstanding shares in the capital of the Target pursuant to an amalgamation, the parties will give consideration to a different form of transaction, such as a plan of arrangement, share exchange, asset purchase, take-over bid or any other applicable transaction should such different form provide material benefits to one party without materially adversely affecting the other. The parties acknowledge that the Term Sheet attached hereto as Exhibit "A" is intended to form the basis for the Definitive Agreement.

2. Termination

2.1 This LOI will terminate upon the earliest of (i) the execution of the Definitive Agreement and (ii) the termination of this LOI by either the Target or Web Watcher upon no less than 10 business days' written notice to the other. In the event that this LOI is terminated, the terms herein will be of no further force or effect except for §3 (Confidentiality) and §6 (Expenses).

3. Confidentiality

3.1 Each of Web Watcher and the Target acknowledge that they will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Web Watcher and the Target (and their respective affiliates, representative, agents and employees) will keep such information confidential and will not, except as provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. This §3.1 will not apply to information that:

- (a) becomes generally available to the public absent any breach of §3.1;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this LOI; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

3.2 Subject to §3.3, each of Web Watcher and the Target agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

3.3 The Target expressly consents to the (i) disclosure of the existence and contents of this LOI and (ii) reproduction of this LOI in any public disclosure document of Web Watcher or Spinco relating to the Spinoff (as defined below). Web Watcher disclaims any liability or responsibility by reason of any disclosure or reproduction permitted by this LOI.

3.4 Each of Web Watcher and the Target agrees that immediately upon any discontinuance of activities by either party which results in the Transaction not being consummated, each party will return to the other all confidential information.

4. Access

4.1 Prior to the execution of the Definitive Agreement, the Target and its representatives will provide Web Watcher with:

- (a) such information (including copies of documents) as Web Watcher may reasonably request; and
- (b) access to the books, records, assets, contracts, industrial designs, intellectual property, technical reports, facilities and personnel of the parties as Web Watcher may reasonably request.

4.2 Without limiting the generality of §4.1, promptly following execution of this LOI, the Target and its representatives will provide Web Watcher with:

- (a) a business plan, executive summary and PowerPoint presentation with respect to the Target and its business;
- (b) biographies for key management and business advisors and potential board members of the Target;
- (c) audited financial statements of the Target for the three most recently completed financial years, as may be required by the Exchange and as applicable to the Transaction;
- (d) a list of assets, liabilities and commitments of the Target;
- (e) a list of shares and convertible securities of the Target issued and outstanding;
- (f) three year projections (including pro forma balance sheets, statements of operations and statements of cash flows) and underlying assumptions;
- (g) an independent valuation of the Target or fairness opinion on the Transaction, as may be required by the Exchange;
- (h) proposed use of proceeds of the Initial Financing (as defined below); and
- (i) future funding requirements in excess of the Initial Financing.

4.3 The Target will at all times prior to the execution of the Definitive Agreement permit Web Watcher and its representatives to review the business, assets and operations of the Target.

5. Covenants of Web Watcher

5.1 Web Watcher covenants to:

- (a) obtain shareholder approval for the Spinoff Transaction including implementing a share restructuring plan to address the current issued and outstanding shares of Web Watcher;
- (b) maintain its status as a "reporting issuer" to facilitate the Transaction and ensure that it is not listed as a "defaulting issuer" by any securities commission;
- (c) ensure its continuous disclosure filings with the securities commissions are current and accurate in all material respects;
- (d) provide to the Target a budget for the annual costs associated with being a publicly traded company on the Exchange covering audit, legal, IR, regulatory compliance, exchange fees, quarterly and annual filings and annual general meetings;
- (e) facilitate the issuance of 42,000,000 common shares of Amalco to the Target shareholders at closing as consideration for the business and assets of the Target; and
- (f) subject to the Target providing the information in §4.2, facilitate funding for gross proceeds in the amount of \$2,100,000 on or before closing (the "**Initial Financing**") as set out in the Exhibit "A".

6. Expenses

6.1 Except as may be agreed to in the Definitive Agreement, each party shall pay its own expenses in respect to the negotiation and preparation of this LOI and the due diligence process contemplated herein. Expenses associated with implementation of the Transaction, including without limitation, all fees and expenses of their respective legal counsel, accountants, auditors, valuers and other advisors, are to be paid by the Target. Promptly upon execution of this LOI, the Target shall provide Web Watcher a deposit of \$10,000 and promptly upon completion of the plan of arrangement contemplated herein, the Target shall provide to Web Watcher a second payment of \$10,000.

7. Binding Effect

7.1 Except for §3 (Confidentiality), §6 (Expenses), §9 (Exclusive Dealing), §10 (No Acquisitions), §11 (No Dispositions) and §12 (Normal Course) which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the parties will arise only upon the duly authorized execution and delivery of the Definitive Agreement and the approval of the board of directors of each of Web Watcher and the Target.

8. Assignment and Spinoff

8.1 Web Watcher may assign this LOI to an affiliate ("**Spinco**") in its sole discretion for the purpose of implementing the Transaction. This LOI may not be assigned by the Target without the prior written consent of Web Watcher.

8.2 The Target acknowledges and agrees that Web Watcher may complete a plan of arrangement pursuant to which it will, among other things, distribute to its shareholders the shares of Spinco (the “**Spinoff**”).

8.3 For the purposes of the interpretation and application of this LOI, all references to Web Watcher will include Spinco as the context requires.

9. Exclusive Dealing

9.1 The Target acknowledges that Web Watcher will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Transaction and in preparing the Definitive Agreement and in consideration of Web Watcher doing so the Target agrees that until this LOI is terminated, it will not, directly or indirectly, through any officer, director, employee, representative or agent solicit, invite, induce, initiate or encourage any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

- (a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or
- (b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party,

each an “**Alternative Transaction.**”

9.2 In addition to the foregoing, the Target will not participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.

9.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

10. No Acquisitions

10.1 The Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries.

11. No Dispositions

11.1 Except in the ordinary course of business and consistent with past practice, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

12. Normal Course

12.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not, and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to Web Watcher.

13. Use of Consultants

13.1 Web Watcher and Target agree to engage professionals and consultants as necessary upon the execution of this LOI to oversee and manage the listing process and procedure to fulfil the terms and conditions of the Transaction.

14. Sections and Subheadings

14.1 The headings of this LOI are for convenience only, do not form a part of this LOI and are not intended to interpret, define or limit the scope, extent or intent of this LOI or any of its provisions.

14.2 The symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this LOI so designated.

15. Time

15.1 Time is of the essence in the performance of each covenant and obligation under this LOI.

16. Entire Agreement

16.1 This LOI constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this LOI. No director, officer, employee or agent of either party

has any authority to make any representation or commitment not contained in this LOI, and each party has executed this LOI without reliance upon any such representation or commitment.

17. Governing Law

17.1 This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in British Columbia, and the rights and remedies of the parties will be determined in accordance with such domestic laws. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder.

18. Further Assurances


18.1 The parties agree to perform or cause to be performed all such acts and things as may be required to give full force and effect to the terms and provisions set out herein and to cooperate with each other and each other's counsel and other professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein which are binding and any other documents required to give effect hereto.

If the foregoing reflects your understanding of the Transaction and if you are in agreement in principle with the terms and conditions of the proposal herein, please so acknowledge by executing an original of this LOI and return the same to Web Watcher by October 22, 2014 (the "Effective Date").

This LOI may be executed in several counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Yours truly,


WEB WATCHER SYSTEMS LTD.

Per: 

Authorized Signatory

ACCEPTED AND AGREED TO:

1016460 BC LTD

Per: 

Authorized Signatory

EXHIBIT A

TERM SHEET

This transaction term sheet sets forth certain terms with respect to the acquisition of all of the shares of the Target by Web Watcher. All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the LOI of which this is Exhibit A.

Structure:	<p>The board of directors of Web Watcher or Spinco, as the case may be, will, subject to their review of the financial statements of the Target and the form of Definitive Agreement, authorise and approve the acquisition of all of the issued and outstanding shares of the Target.</p> <p>Spinco will acquire all of the shares of the Target pursuant to an amalgamation.</p>
Shares:	<p>Following the Spinoff, it is expected that Spinco will have 4,801,233 common shares issued and outstanding (the "Spinco Shares").</p> <p>Pursuant to the Amalgamation, each Spinco Share will be exchanged for shares in Target such that shareholders of Target will receive a total of 42,00,000 shares in the capital of the amalgamated company ("Amalco").</p>
Initial Financing:	<p>Pursuant to the Transaction, it is expected that the parties will raise funds through a series of private placements:</p> <ul style="list-style-type: none">a) \$100,000 in units of Target at \$0.05 per unit, each unit comprised of one common share in Target and one common share purchase warrant exercisable into one common share of Target at \$0.05 per share for 24 months;b) \$500,000 in common shares of Target at \$0.10 per common share; andc) \$1,500,000 in common shares of Target at \$0.25 per common share.
Options and Warrants:	<p>Neither Spinco nor the Target will have any options or warrants issued and outstanding at the time of the amalgamation except for those issued pursuant to the Initial Financing.</p>
Due Diligence:	<p>The Transaction will be subject to satisfactory completion of due diligence by Web Watcher which will include a due diligence review by Web Watcher of the business, properties and financial statements of the Target.</p> <p>Web Watcher will have 30 days from the execution of the LOI to complete such due diligence.</p>

Condition Precedents to Closing:	In addition to the foregoing, the closing will be subject to the conditions set out in the LOI.
Closing Date:	The date for completion of the acquisition and consummation of the Transaction will be the day which is the 10th business day following the satisfaction or waiver of the condition precedents or such other date as mutually agreed to by the parties (the " Closing Date "). The parties intend the Closing Date to occur prior to November 30, 2014.
Representations and Warranties:	The Definitive Agreement will include customary representations and warranties for a transaction of this type, such representations and warranties will be made equally by each party and survive a period of one year from the closing.
Board of Directors:	The board of directors of Amalco upon completion of the Transaction shall initially be composed of the current board of the Target.
Finder's Fee and Commissions:	<p>The parties will pay the following finder's fees in connection with the Transaction and the Initial Financing:</p> <ul style="list-style-type: none">a) in respect of the Transaction, a fee paid to Richardson GMP Limited equal to \$35,000 (payable as to 50% in cash and as to 50% in Amalco units at \$0.05 per unit); andb) in respect of funds raised as part of the Initial Financing, a fee paid to Richardson GMP Limited equal to: (i) 10% of the gross proceeds of the Initial Financing; and (ii) non-transferable finder's warrants to acquire such number of common shares in the capital of the Target as is equal to 10% of the securities sold under the Initial Financing with the share price set out in the section Initial Financing;
No Break Fee:	In the event that the condition precedents are not satisfied (or waived) there will be no liability or further obligation whatsoever on the part of Web Watcher or the Target, save for and except the obligations set out in §3 (Confidentiality) and §6 (Expenses) of the LOI.

SCHEDULE "I"

**LETTER OF INTENT BETWEEN WEB WATCHER AND PANAMAX
INTERNATIONAL PETROLEUM INC.**

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

November 14, 2014

Gerard Monette
Panamax International Petroleum Inc.
532 Bloor Ave
Ottawa, ON K1G 0V3

Attention: Mr. Monette

Dear Sir:

Letter of Intent to acquire Panamax International Petroleum Inc. (the "Target") to facilitate a listing transaction

This letter of intent (this "**LOI**") will generally record the terms of the proposed agreement whereby Web Watcher Systems Ltd. or an affiliate ("**Web Watcher**") will acquire all of the issued and outstanding shares and/or assets of the Target pursuant to an amalgamation, which is intended to constitute the Target's listing transaction (the "**Transaction**") pursuant to the policies of the Canadian Securities Exchange (the "**Exchange**").

The Transaction is expressly subject to:

- (a) a due diligence review by Web Watcher of the Target;
- (b) negotiation, execution and delivery of a definitive agreement for the Transaction (the "**Definitive Agreement**");
- (c) approval of the Transaction by the board of directors and shareholders, if applicable, of each of Web Watcher and the Target; and
- (d) no material adverse change will have occurred to the business of the Target between the time of execution of the Definitive Agreement and the consummation of the Transaction.

The conditions in favour of Web Watcher may be waived in whole or in part by Web Watcher and the conditions in favour of the Target may be waived in whole or in part by the Target.

1. Proposal

1.1 The parties will only be legally bound to complete the Transaction upon execution of the Definitive Agreement which will include the material terms and conditions contained in this LOI. The parties agree to negotiate the proposed terms of the Definitive Agreement in good faith and further acknowledge that the Definitive Agreement will include customary representations, warranties and covenants mutually acceptable to both parties.

1.2 Although this LOI contemplates the acquisition of all the issued and outstanding shares in the capital of the Target pursuant to an amalgamation, the parties will give consideration to a different form of transaction, such as a plan of arrangement, share exchange, asset purchase, take-over bid or any other applicable transaction should such different form provide material benefits to one party without materially adversely affecting the other. The parties acknowledge that the Term Sheet attached hereto as Exhibit "A" is intended to form the basis for the Definitive Agreement.

2. Termination

2.1 This LOI will terminate upon the earliest of (i) the execution of the Definitive Agreement and (ii) the termination of this LOI by either the Target or Web Watcher upon no less than 10 business days' written notice to the other. In the event that this LOI is terminated, the terms herein will be of no further force or effect except for §3 (Confidentiality) and §6 (Expenses).

3. Confidentiality

3.1 Each of Web Watcher and the Target acknowledge that they will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Web Watcher and the Target (and their respective affiliates, representative, agents and employees) will keep such information confidential and will not, except as provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. This §3.1 will not apply to information that:

- (a) becomes generally available to the public absent any breach of §3.1;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this LOI; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

3.2 Subject to §3.3, each of Web Watcher and the Target agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

3.3 The Target expressly consents to the (i) disclosure of the existence and contents of this LOI and (ii) reproduction of this LOI in any public disclosure document of Web Watcher or Spinco relating to the Spinoff (as defined below). Web Watcher disclaims any liability or responsibility by reason of any disclosure or reproduction permitted by this LOI.

3.4 Each of Web Watcher and the Target agrees that immediately upon any discontinuance of activities by either party which results in the Transaction not being consummated, each party will return to the other all confidential information.

4. Access

4.1 Prior to the execution of the Definitive Agreement, the Target and its representatives will provide Web Watcher with:

- (a) such information (including copies of documents) as Web Watcher may reasonably request; and
- (b) access to the books, records, patents, licences, applications, reports, facilities and personnel of the parties as Web Watcher may reasonably request.

4.2 Without limiting the generality of §4.1, promptly following execution of this LOI, the Target and its representatives will provide Web Watcher with:

- (a) a business plan, executive summary and PowerPoint presentation with respect to the Target and its business;
- (b) biographies for key management and business advisors and potential board members of the Target;
- (c) audited financial statements of the Target for the three most recently completed financial years, as may be required by the Exchange;
- (d) a list of assets, liabilities and commitments of the Target;
- (e) a list of shares and convertible securities of the Target issued and outstanding;
- (f) three year projections (including pro forma balance sheets, statements of operations and statements of cash flows) and underlying assumptions;
- (g) an independent valuation of the Target or fairness opinion on the Transaction, as may be required by the Exchange;
- (h) proposed use of proceeds of the Initial Financing (as defined below); and
- (i) future funding requirements in excess of the Initial Financing.

4.3 The Target will at all times prior to the execution of the Definitive Agreement permit Web Watcher and its representatives to review the business, assets and operations of the Target.

5. Covenants of Web Watcher

5.1 Web Watcher covenants to:

- (a) obtain shareholder approval for the Spinoff Transaction including implementing a share restructuring plan to address the current issued and outstanding shares of Web Watcher;

- (b) maintain its status as a “reporting issuer” to facilitate the Transaction and ensure that it is not listed as a “defaulting issuer” by any securities commission;
- (c) ensure its continuous disclosure filings with the securities commissions are current and accurate in all material respects;
- (d) facilitate the issuance of common shares of Amalco to the Target shareholders at closing as consideration for the business and assets of the Target as set out in Exhibit “A”; and
- (e) subject to the Target providing the information in §4.2, facilitate funding for gross proceeds in the amount set out in Exhibit “A” (the “**Initial Financing**”).

6. Expenses

6.1 Except as may be agreed to in the Definitive Agreement, each party shall pay its own expenses in respect to the negotiation and preparation of this LOI and the due diligence process contemplated herein. Promptly upon execution of this LOI, the Target shall provide Web Watcher a deposit of \$10,000 and promptly upon final court approval of the plan of arrangement contemplated herein, the Target shall provide to Web Watcher a second payment of \$10,000. All expenses associated with implementation of the Transaction, including without limitation, all fees and expenses of their respective legal counsel, accountants, auditors, valuers and other advisors, are to be paid by the Target.

7. Binding Effect

7.1 Except for §3 (Confidentiality), §6 (Expenses), §9 (Exclusive Dealing), §10 (No Acquisitions), §11 (No Dispositions) and §12 (Normal Course) which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the parties will arise only upon the duly authorized execution and delivery of the Definitive Agreement and the approval of the board of directors of each of Web Watcher and the Target.

8. Assignment and Spinoff

8.1 Web Watcher may assign this LOI to an affiliate (“**Spinco**”) in its sole discretion for the purpose of implementing the Transaction. This LOI may not be assigned by the Target without the prior written consent of Web Watcher.

8.2 The Target acknowledges and agrees that Web Watcher may complete a plan of arrangement pursuant to which it will, among other things, distribute to its shareholders the shares of Spinco (the “**Spinoff**”).

8.3 For the purposes of the interpretation and application of this LOI, all references to Web Watcher will include Spinco as the context requires.

9. Exclusive Dealing

9.1 The Target acknowledges that Web Watcher will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Transaction and in preparing the Definitive Agreement and in consideration of Web Watcher doing so the Target agrees that until this LOI is terminated, it will not, directly or indirectly, through any officer, director, employee, representative or agent solicit, invite, induce, initiate or encourage any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

- (a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or
- (b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party,

each an "**Alternative Transaction.**"

9.2 In addition to the foregoing, the Target will not participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.

9.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

10. No Acquisitions

10.1 The Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries.

11. No Dispositions

11.1 Except in the ordinary course of business and consistent with past practice, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

12. Normal Course

12.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to Web Watcher.

13. Use of Consultants

12.1 Web Watcher and Target agree to engage professionals and consultants as necessary upon the execution of this LOI to oversee and manage the Transaction and listing process to fulfil the terms and conditions of the Transaction.

14. Sections and Subheadings

14.1 The headings of this LOI are for convenience only, do not form a part of this LOI and are not intended to interpret, define or limit the scope, extent or intent of this LOI or any of its provisions.

14.2 The symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this LOI so designated.

15. Time

15.1 Time is of the essence in the performance of each covenant and obligation under this LOI.

16. Entire Agreement

16.1 This LOI constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this LOI. No director, officer, employee or agent of either party has any authority to make any representation or commitment not contained in this LOI, and each party has executed this LOI without reliance upon any such representation or commitment.

17. Governing Law

17.1 This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in British Columbia, and the rights and remedies of the parties will be

determined in accordance with such domestic laws. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder.

18. Further Assurances

18.1 The parties agree to perform or cause to be performed all such acts and things as may be required to give full force and effect to the terms and provisions set out herein and to cooperate with each other and each other's counsel and other professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein which are binding and any other documents required to give effect hereto.


If the foregoing reflects your understanding of the Transaction and if you are in agreement in principle with the terms and conditions of the proposal herein, please so acknowledge by executing an original of this LOI and return the same to Web Watcher by October 17, 2014 (the "Effective Date").

This LOI may be executed in several counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Yours truly,

WEB WATCHER SYSTEMS LTD.

Per:



Authorized Signatory

ACCEPTED AND AGREED TO:

PANAMAX INTERNATIONAL PETROLEUM INC.

Per:



Authorized Signatory

EXHIBIT A

TERM SHEET

This transaction term sheet sets forth certain terms with respect to the acquisition of all of the shares of the Target by Web Watcher. All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the LOI of which this is Exhibit A.

Structure:	<p>The board of directors of Web Watcher or Spinco, as the case may be, will, subject to their review of the financial statements of the Target and the form of Definitive Agreement, authorize and approve the acquisition of all of the issued and outstanding shares of the Target.</p> <p>Spinco will acquire all of the shares of the Target pursuant to an amalgamation.</p>
Shares:	<p>Following the Spinoff, it is expected that Spinco will have 4,801,233 common shares issued and outstanding (the "Spinco Shares"). <i>Half of the available Spinco shares will be made available to Target management for 2,100,000 shares.</i></p> <p>Pursuant to the Amalgamation, each Spinco Share will be exchanged for 1 share in the capital of the amalgamated company ("Amalco") and each Target share will be exchanged for shares in the capital of Amalco such that Target shareholders will receive up to 5,000,000 shares in the capital of Amalco plus any shares issued pursuant to the initial financing.</p>
Initial Financing:	<p>Pursuant to the Transaction, it is expected that Spinco will raise funds through a series of private placements:</p> <ul style="list-style-type: none">a) \$100,000 to \$200,000 in shares of Spinco at \$0.05 per share;b) \$400,000 to \$600,000 in shares of Spinco at \$0.10 per share; andc) \$3,000,000 to \$5,000,000 in shares of or debentures convertible into shares of Spinco at not less than \$0.50 per share. <p>Target will provide necessary information regarding investors to Richardson GMP to facilitate the opening of investment accounts for the purpose of participating in the Initial Financing.</p>
Due Diligence:	<p>The Transaction will be subject to satisfactory completion of due diligence by Web Watcher which will include a due diligence review by Web Watcher of the business, properties and financial statements of the Target.</p> <p>Web Watcher will have 14 days from the execution of the LOI to complete such due diligence.</p>
Condition	<p>In addition to the foregoing, the closing will be subject to the conditions set</p>

Precedents to Closing:	out in the LOI.
Closing Date:	The date for completion of the acquisition and consummation of the Transaction will be the day which is the 10th business day following the satisfaction or waiver of the condition precedents or such other date as mutually agreed to by the parties (the " Closing Date "). The parties intend the Closing Date to occur prior to January 31, 2015.
Representations and Warranties:	The Definitive Agreement will include customary representations and warranties for a transaction of this type, such representations and warranties will be made equally by each party and survive a period of one year from the closing.
Board of Directors:	The board of directors of Amalco upon completion of the Transaction shall initially be composed of the current board of the Target.
Finder's Fee and Commissions:	<p>The parties will pay the following finder's fees in connection with the Transaction and the Initial Financing:</p> <ul style="list-style-type: none">a) in respect of the Transaction, a fee equal paid to Richardson GMP Limited equal to \$25,000 (payable as to 50% in cash and as to 50% in Amalco units at \$0.05 per share); andb) in respect of funds raised as part of the Initial Financing, a fee paid to Richardson GMP Limited equal to: (i) 10% of the gross proceeds of the Initial Financing; and (ii) non-transferable finder's warrants to acquire such number of common shares in the capital of the Target as is equal to 10% of the securities sold under the Initial Financing with the share price set out in the section Initial Financing;
No Break Fee:	In the event that the condition precedents are not satisfied (or waived) there will be no liability or further obligation whatsoever on the part of Web Watcher or the Target, save for and except the obligations set out in §3 (Confidentiality) and §6 (Expenses) of the LOI.



SCHEDULE "J"

**LETTER OF INTENT BETWEEN WEB WATCHER AND STOMPY BOT
PRODUCTIONS INC.**

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

November 18, 2014

Stompy Bot Productions, Inc.
Maritime Opportunity Centre
1216 Sand Cove Road
Saint John, New Brunswick E2M 5V8

Attention: Vince McMullin, Chairman

Dear Sir:

Re: Letter of Intent to acquire Stompy Bot Productions, Inc. (the "Target") to facilitate a listing transaction

This letter of intent (this "LOI") will generally record the terms of the proposed agreement whereby Web Watcher Systems Ltd. or an affiliate ("Web Watcher") will acquire all of the issued and outstanding shares and/or assets of the Target pursuant to an amalgamation (the "Amalgamation"), which is intended to constitute the Target's listing transaction (the "Transaction") pursuant to the policies of the Canadian Securities Exchange (the "Exchange").

The Transaction is expressly subject to:

- (a) each of Web Watcher and Target being satisfied with their due diligence review of the other party;
- (b) negotiation, execution and delivery of a definitive agreement for the Transaction (the "Definitive Agreement");
- (c) approval of the Transaction by the board of directors and shareholders, if applicable, of each of Web Watcher and the Target; and
- (d) no material adverse change will have occurred to the business of the Target between the time of execution of the Definitive Agreement and the consummation of the Transaction.

The conditions in favour of Web Watcher may be waived in whole or in part by Web Watcher and the conditions in favour of the Target may be waived in whole or in part by the Target.

1. Proposal

- 1.1 The parties will only be legally bound to complete the Transaction upon execution of the Definitive Agreement which will include the material terms and conditions contained in this LOI. The parties agree to negotiate the proposed terms of the Definitive Agreement in good faith and further acknowledge that the Definitive Agreement will include customary representations, warranties and covenants mutually acceptable to both parties.

1.2 Although this LOI contemplates the acquisition of all the issued and outstanding shares in the capital of the Target pursuant to the Amalgamation, the parties will give consideration to a different form of transaction, such as a plan of arrangement, share exchange, asset purchase, take-over bid or any other applicable transaction should such different form provide material benefits to one party without materially adversely affecting the other. The parties acknowledge that the Term Sheet attached hereto as Exhibit "A" is intended to form the basis for the Definitive Agreement.

2. Termination

2.1 This LOI will terminate upon the earliest of (i) the execution of the Definitive Agreement and (ii) the termination of this LOI by either the Target or Web Watcher upon no less than 10 business days' written notice to the other. In the event that this LOI is terminated, the terms herein will be of no further force or effect except for §3 (Confidentiality) and §6 (Expenses) related to this Transaction.

3. Confidentiality

3.1 Each of Web Watcher and the Target acknowledge that they will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Web Watcher and the Target (and their respective affiliates, representative, agents and employees) will keep such information confidential and will not, except as provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. This §3.1 will not apply to information that:

- (a) becomes generally available to the public absent any breach of §3.1;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this LOI; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

3.2 Subject to §3.3, each of Web Watcher and the Target agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

3.3 The Target expressly consents to the (i) disclosure of the existence and contents of this LOI and (ii) reproduction of this LOI in any public disclosure document of Web Watcher or Spinco relating to the Spinoff (as defined below). Web Watcher disclaims any liability or responsibility by reason of any disclosure or reproduction permitted by this LOI.

3.4 Each of Web Watcher and the Target agrees that immediately upon any discontinuance of activities by either party which results in the Transaction not being consummated, each party will return to the other all confidential information.

4. Access

4.1 Prior to the execution of the Definitive Agreement, each of Web Watcher and the Target and their respective representatives will provide the other party with:

- (a) such information (including copies of documents) as Web Watcher or the Target, as applicable, may reasonably request; and
- (b) access to the books, records, patents, licences, applications, reports, facilities and personnel of the parties as Web Watcher or the Target, as applicable, may reasonably request.

4.2 Without limiting the generality of §4.1, promptly following execution of this LOI, the Target and its representatives will provide Web Watcher with:

- (a) a business plan, executive summary and PowerPoint presentation with respect to the Target and its business;
- (b) biographies for key management and business advisors and potential board members of the Target;
- (c) audited financial statements of the Target for the three most recently completed financial years, or such period as may be required by the Exchange;
- (d) a list of assets, liabilities and commitments of the Target;
- (e) a list of shares and convertible securities of the Target issued and outstanding;
- (f) three year projections (including pro forma balance sheets, statements of operations and statements of cash flows) and underlying assumptions;
- (g) an independent valuation of the Target or fairness opinion on the Transaction, if any, as may be required by the Exchange;
- (h) proposed use of proceeds of the Initial Financing (as defined below); and
- (i) future funding requirements in excess of the Initial Financing.

4.3 The Target will at all times prior to the earlier of: the execution of the Definitive Agreement; or termination of this LOI in accordance with §2.1 permit Web Watcher and its representatives to review the business, assets and operations of the Target.

5. Covenants of Web Watcher

5.1 Web Watcher covenants to:

- (a) obtain shareholder approval for the spinoff (the “**Spinoff**”) of a company (which will be a reporting issuer in a jurisdiction of Canada) (“**Spinco**”) to merge with the Target pursuant to the Amalgamation to form the resulting issuer (“**Amalco**”) including implementing a share restructuring plan to address the current issued and outstanding shares of Web Watcher;

- (b) maintain its status as a “reporting issuer” to facilitate the Spinoff and the Transaction and ensure that it is not listed as a “defaulting issuer” by any securities commission;
- (c) ensure its continuous disclosure filings with the securities commissions are current and accurate in all material respects;
- (d) facilitate the issuance of 35,000,000 common shares of Spinco to the Target shareholders at closing as consideration for the business and assets of the Target; and
- (e) subject to the Target providing the information in §4.2, facilitate funding for gross proceeds in the amount up to \$5,000,000 on or before closing (the “**Initial Financing**”) as set out in the Exhibit “A”.

6. Expenses

- 6.1 Except as may be agreed to in the Definitive Agreement, each party shall pay its own expenses in respect of the negotiation and preparation of this LOI and the due diligence process. A \$10,000 deposit shall be paid by the Target to Web Watcher to initiate the Transaction and \$15,000 shall be paid to the Target upon completion of the plan of arrangement. All expenses associated with implementation of the Transaction, including without limitation, all fees and expenses of their respective legal counsel, accountants, auditors, valuers, and advisors and fees and expenses of the Exchange are to be paid by the Target.

7. Binding Effect

- 7.1 Except for §3 (Confidentiality), §6 (Expenses), §9 (Exclusive Dealing), §10 (No Acquisitions), §11 (No Dispositions) and §12 (Normal Course) which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the parties will arise only upon the duly authorized execution and delivery of the Definitive Agreement and the approval of the board of directors of each of Web Watcher and the Target.

8. Assignment and Spinoff

- 8.1 Web Watcher may assign this LOI to Spinco in its sole discretion, for the purpose of implementing the Transaction. This LOI may not be assigned by the Target without the prior written consent of Web Watcher.
- 8.2 The Target acknowledges and agrees that Web Watcher may complete a plan of arrangement pursuant to which it will, among other things, distribute to its shareholders the shares of Spinco in connection with the Spinoff.
- 8.3 For the purposes of the interpretation and application of this LOI, all references to Web Watcher will include Spinco as the context requires.

9. Exclusive Dealing

- 9.1 The Target acknowledges that Web Watcher will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Transaction and in preparing the Definitive Agreement and in consideration of Web Watcher doing so the Target agrees that until this LOI is terminated, it will not, directly or indirectly, through any officer, director, employee,

representative or agent solicit, invite, induce, initiate or encourage any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

- (a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or
- (b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party,

each an “**Alternative Transaction.**”

- 9.2 In addition to the foregoing, the Target will not participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.
- 9.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

10. No Acquisitions

- 10.1 The Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries.

11. No Dispositions

- 11.1 Except in the ordinary course of business and consistent with past practice, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

12. Normal Course

- 12.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not, and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

November 18, 2014

Stompy Bot Productions, Inc.
Maritime Opportunity Centre
1216 Sand Cove Road
Saint John, New Brunswick E2M 5V8

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- (b) negotiation, execution and delivery of a definitive agreement for the Transaction (the "**Definitive Agreement**");
- (c) approval of the Transaction by the board of directors and shareholders, if applicable, of each of Web Watcher and the Target; and
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The conditions in favour of Web Watcher may be waived in whole or in part by Web Watcher and the conditions in favour of the Target may be waived in whole or in part by the Target.

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representative or agent solicit, invite, induce, initiate or encourage any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

- (a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or
- (b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party,

each an “**Alternative Transaction.**”

- 9.2 In addition to the foregoing, the Target will not participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.
- 9.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

10. No Acquisitions

- 10.1 The Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries.

11. No Dispositions

- 11.1 Except in the ordinary course of business and consistent with past practice, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

12. Normal Course

- 12.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not, and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with

past practice or pursuant to existing contractual agreements which have been disclosed to Web Watcher.

13. Use of Consultants

- 13.1 Web Watcher and Target agree to engage professionals and consultants as necessary upon the execution of this LOI to oversee and manage the Transaction and listing process to fulfil the terms and conditions of the Transaction.

14. Sections and Subheadings

- 14.1 The headings of this LOI are for convenience only, do not form a part of this LOI and are not intended to interpret, define or limit the scope, extent or intent of this LOI or any of its provisions.
- 14.2 The symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this LOI so designated.

15. Time

- 15.1 Time is of the essence in the performance of each covenant and obligation under this LOI.

16. Entire Agreement

- 16.1 This LOI constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this LOI. No director, officer, employee or agent of either party has any authority to make any representation or commitment not contained in this LOI, and each party has executed this LOI without reliance upon any such representation or commitment.

17. Governing Law

- 17.1 This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in British Columbia, and the rights and remedies of the parties will be determined in accordance with such domestic laws. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder.

18. Further Assurances


- 18.1 The parties agree to perform or cause to be performed all such acts and things as may be required to give full force and effect to the terms and provisions set out herein and to co-operate with each other and each other's counsel and other professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein which are binding and any other documents required to give effect hereto.

If the foregoing reflects your understanding of the Transaction and if you are in agreement in principle with the terms and conditions of the proposal herein, please so acknowledge by executing an original of this LOI and return the same to Web Watcher by November 21, 2014 (the "Effective Date").

This LOI may be executed in several counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Yours truly,


WEB WATCHER SYSTEMS LTD.

Per: 

Authorized Signatory

ACCEPTED AND AGREED TO:

STOMPY BOT PRODUCTIONS, INC.

Per: 

Authorized Signatory

**EXHIBIT A
TERM SHEET**

This transaction term sheet sets forth certain terms with respect to the acquisition of all of the shares of the Target by Web Watcher. All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the LOI of which this is Exhibit A.

Structure:	<p>The board of directors of Web Watcher or Spinco, as the case may be, will, subject to their review of the financial statements of the Target and the form of Definitive Agreement, authorize and approve the acquisition of all of the issued and outstanding shares of the Target.</p> <p>Spinco will acquire all of the shares of the Target pursuant to an amalgamation.</p>
Shares:	<p>Following the Spinoff, it is expected that Spinco will have 4,801,233 common shares issued and outstanding (the “Spinco Shares”) and the Target has 74,630,000 common shares issued and outstanding (the “Target Shares”). It is understood that Spinco will distribute 50% of available common shares on agreed upon terms as directed by Target.</p> <p>Pursuant to the Amalgamation, each Spinco Share will be exchanged for 1 share in the capital of Amalco and each 2.1323 Target Shares will be exchanged for one (1) share in the capital of Amalco such that Target shareholders will receive an aggregate of 35,000,000 shares in the capital of Amalco.</p>
Initial Financing:	<p>Pursuant to the Transaction, it is expected that Spinco will raise funds on a best efforts basis through a series of private placements:</p> <ul style="list-style-type: none"> a) \$100,000 in units of Spinco at \$0.02 per share (the “First Tranche”); b) \$250,000 in shares of Spinco at \$0.05 per share (the “Second Tranche”); c) \$650,000 in shares of Spinco at \$0.20 per share (the “Third Tranche”); and d) \$4,000,000 in shares of Spinco at \$0.40 per share. <p>Target will provide necessary information regarding investors to Richardson GMP to facilitate the opening of investment accounts for the purpose of participating in the Initial Financing.</p>
Due Diligence:	<p>The Transaction will be subject to satisfactory completion of due diligence by Web Watcher which will include a due diligence review by Web Watcher of the business, properties and financial statements of the Target.</p> <p>Web Watcher will have 30 days from the execution of the LOI to complete such due diligence.</p>

Condition Precedents to Closing:	In addition to the foregoing, the closing will be subject to the conditions set out in the LOI.
Closing Date:	The date for completion of the acquisition and consummation of the Transaction will be the day which is the 10th business day following the satisfaction or waiver of the condition precedents or such other date as mutually agreed to by the parties (the " Closing Date "). The parties intend the Closing Date to occur prior to November 30, 2014.
Representations and Warranties:	The Definitive Agreement will include customary representations and warranties for a transaction of this type, such representations and warranties will be made equally by each party and survive a period of one year from the closing.
Board of Directors:	The board of directors of Amalco upon completion of the Transaction shall initially be composed of the current board of the Target.
Finder's Fee and Commissions:	<p>The parties will pay the following finder's fees in connection with the Transaction and the Initial Financing:</p> <ul style="list-style-type: none"> a) in respect of the Transaction, a fee equal paid to Richardson GMP Limited ("Richardson") equal to \$30,000 (payable as to \$10,000 in cash and as to the balance in Spinco Shares at \$0.05 per share) payable upon completion of the Transaction; b) in respect of funds raised as part of the First Tranche, a fee paid to Richardson equal to 10% of the gross proceeds of the First Tranche received by Spinco from the sale of securities to investors ("Investors") introduced by Richardson (other than subscriptions from persons on the president's list); c) in respect of funds raised as part of the Second Tranche, a fee paid to Richardson equal to: (i) 10% of the gross proceeds of the Second Tranche received by Spinco from the sale of securities to Investors; and (ii) non-transferrable finder's warrants to acquire such number of Spinco Shares as is equal to 10% of the securities sold under the Second Tranche at an exercise price of \$0.05 per Spinco Share; and d) in respect of funds raised as part of the Third Tranche, a fee paid to Richardson equal to: (i) 10% of the gross proceeds of the Third Tranche received by Spinco from the sale of securities to Investors; and (ii) non-transferrable finder's warrants to acquire such number of Spinco Shares as is equal to 10% of the securities sold under the Third Tranche at an exercise price of \$0.20 per Spinco Share.
No Break Fee:	In the event that the condition precedents are not satisfied (or waived) there will be no liability or further obligation whatsoever on the part of Web Watcher or the Target, save for and except the obligations set out in §3 (Confidentiality) and §6 (Expenses) of the LOI.

SCHEDULE "K"

**LETTER OF INTENT BETWEEN WEB WATCHER AND
WFS PHARMAGREEN INC.**

Web Watcher Systems Ltd.
Suite 500 - 900 West Hastings Street
Vancouver, BC V6C 1E5

November 27, 2014

WFS Pharmagreen Inc.
12293 Cardinal Street
Mission, BC V4S 1L3

Attention: Mr. Robert Stewart, President & Director

Dear Sir:

Letter of Intent to acquire WFS Pharmagreen Inc. (the "Target") to facilitate a listing transaction

This letter of intent (this "LOI") will generally record the terms of the proposed agreement whereby Web Watcher Systems Ltd. ("Web Watcher") or Spinco (as defined below), will acquire all of the issued and outstanding shares and/or assets of the Target pursuant to an amalgamation or other form of business combination, which is intended to constitute the Target's listing transaction (the "Transaction") pursuant to the policies of the Canadian Securities Exchange (the "Exchange").

1. Spinoff

1.1 The Target acknowledges and agrees that Web Watcher intends to complete a plan of arrangement for the purpose of implementing the Transaction pursuant to which Web Watcher will, among other things, form an affiliate ("Spinco"), assign this LOI to Spinco in consideration of shares of Spinco, and distribute to its shareholders the shares of Spinco (the "Spinoff"). Web Watcher represents and warrants that upon completion of the plan of arrangement, Spinco's share capitalization will be identical to that of Web Watcher. Web Watcher also represents that on closing of the Transaction, Spinco will have no liabilities and no assets.

1.2 For the purposes of the interpretation and application of this LOI, all references to Web Watcher will include Spinco as the context requires.

2. Closing Conditions

Completion of the Transaction is expressly subject to fulfillment of the following conditions (together, the "Closing Conditions"):

- (a) for the sole benefit of Web Watcher:
 - (i) a satisfactory due diligence review by Web Watcher of the Target;

- (ii) approval of the Transaction by the board of directors and shareholders, if applicable, of Web Watcher; and
 - (iii) no material adverse change having occurred to the business of the Target between the time of execution of this LOI and the consummation of the Transaction;
- (b) for the sole benefit of the Target:
- (i) completion of the Spinoff;
 - (ii) a satisfactory due diligence review by the Target of Web Watcher and Spinco;
 - (iii) approval of the Transaction by the board of directors and shareholders of the Target;
 - (iv) no material adverse change having occurred to the business of Web Watcher between the time of execution of this LOI and the consummation of the Transaction;
 - (v) completion of the Initial Financing (as defined below); and
 - (vi) Web Watcher or Spinco having not more than 4,801,233 common shares issued and outstanding immediately prior to closing of the Transaction.

The conditions for the sole benefit of Web Watcher may be waived in whole or in part by Web Watcher, the conditions for the sole benefit of the Target may be waived in whole or in part by the Target.

3. Definitive Agreement

3.1 The parties agree to negotiate in good faith the proposed terms of a definitive agreement (the "**Definitive Agreement**"), which will replace this LOI and will include the material terms and conditions contained in this LOI and such other customary representations, warranties and covenants mutually acceptable to both parties.

3.2 Although this LOI contemplates the acquisition of all the issued and outstanding shares in the capital of the Target pursuant to an amalgamation, the parties will give consideration to a different form of transaction, such as a plan of arrangement, share exchange, asset purchase, take-over bid or any other applicable transaction should such different form provide material benefits to one party without materially adversely affecting the other. The parties acknowledge that the Term Sheet attached hereto as Exhibit "A" is intended to form the basis for the Definitive Agreement.

4. Termination

4.1 At any time before closing of the Transaction, this LOI may be terminated by mutual agreement of the parties, or upon notice by one party to the other party in the event that:

- (a) the parties do not execute the Definitive Agreement on or before December 31, 2014 or such other date as the parties may agree upon in writing;
- (b) any Closing Condition for the benefit of a party becomes incapable of being satisfied; or
- (c) a party has breached or is in default of any material term of this LOI and fails to cure or remedy such breach or default within seven (7) days after receiving written notice containing details of the breach from another party.

4.2 In the event that this LOI is terminated, the terms herein will be of no further force or effect except for §5 (Confidentiality) and §8 (Expenses).

5. Confidentiality

5.1 Each of Web Watcher and the Target acknowledge that they will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Web Watcher and the Target (and their respective affiliates, representative, agents and employees) will keep such information confidential and will not, except as provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. This §5.1 will not apply to information that:

- (a) becomes generally available to the public absent any breach of §5.1;
- (b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this LOI; or
- (c) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

5.2 Subject to §5.3, each of Web Watcher or Spinco, as applicable, and the Target agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms or any other information related to the other party without first advising the other party and obtaining the written consent of such other party to the form and content of the proposed disclosure, which consent will not be unreasonably withheld or delayed.

5.3 Each party disclaims any liability or responsibility to the other party by reason of any disclosure or reproduction permitted by this LOI.

5.4 Each of Web Watcher and the Target agrees that immediately upon any discontinuance of activities by either party which results in the Transaction not being consummated, each party will return to the other all confidential information.

6. Access

6.1 Prior to the execution of the Definitive Agreement, each party and its representatives will provide the other party with:

- (a) such information (including copies of documents) as may reasonably be requested; and
- (b) access to the books, records, permits, licences, applications, reports, facilities and personnel of the party as may reasonably be requested.

6.2 Without limiting the generality of §6.1, promptly following execution of this LOI, the Target and its representatives will provide Web Watcher with:

- (a) a business plan, executive summary and PowerPoint presentation with respect to the Target and its business;
- (b) biographies for current and proposed key management, directors and business advisors of the Target;
- (c) audited financial statements of the Target for the three most recently completed financial years, as may be required by the Exchange;
- (d) a list of assets, liabilities and commitments of the Target;
- (e) a list of shares and convertible securities of the Target issued and outstanding;
- (f) three year projections (including pro forma balance sheets, statements of operations and statements of cash flows) and underlying assumptions;
- (g) an independent valuation of the Target or fairness opinion on the Transaction, as may be required by the Exchange;
- (h) proposed use of proceeds of the Initial Financing (as defined below); and
- (i) future funding requirements in excess of the Initial Financing.

6.3 Without limiting the generality of §6.1, promptly following execution of this LOI, Web Watcher and its representatives will provide the Target with:

- (a) biographies for key management, directors and business advisors and potential board members of Web Watcher who may become director or officers of Spinco upon closing of the Transaction; and
- (b) a list of the shares and convertible securities of Web Watcher issued and outstanding and the proposed share capitalization of Spinco.

6.4 The Target will at all times prior to the execution of the Definitive Agreement permit Web Watcher and its representatives to review the business, assets and operations of the Target.

7. Covenants of Web Watcher

7.1 Web Watcher covenants to:

- (a) obtain shareholder approval for the Spinoff including implementing a share restructuring plan to address the current issued and outstanding shares of Web Watcher;
- (b) maintain its status as a “reporting issuer” to facilitate the Transaction and ensure that it is not listed as a “defaulting issuer” by any securities commission;
- (c) ensure its continuous disclosure filings with the securities commissions are current and accurate in all material respects;
- (d) subject to the Target providing the information in §6.2, facilitate and assist the Target in raising gross proceeds in the amount of \$1,000,000 to \$2,000,000 on or before closing (the “**Initial Financing**”) as set out in the Exhibit “A”; and
- (e) facilitate the issuance of the following common shares of Spinco at closing of the Transaction:
 - (i) 21,000,000 common shares of Spinco to the Target shareholders as consideration for all the issued and outstanding shares of the Target;
 - (ii) up to 2,512,000 common shares of Spinco to convertible debenture holders of the Target pursuant to conversion of such debentures; and
 - (iii) up to 8,600,000 common shares of Spinco to purchasers in the Initial Financing.

8. Expenses

8.1 Except as may be agreed to in the Definitive Agreement, each party shall pay its own expenses in respect to the negotiation and preparation of this LOI, the Definitive Agreement and the due diligence process. To facilitate the plan of arrangement contemplated herein, promptly upon execution of this LOI, the Target shall provide Web Watcher a deposit of \$10,000, and promptly upon completion of the plan of arrangement, the Target shall provide to Web Watcher a second payment of \$10,000. Any cost associated with the plan of arrangement that exceeds the aforementioned \$20,000 aggregate payment is to be paid by Web Watcher directly. All expenses associated with implementation of the Transaction other than the plan of arrangement, including without limitation, all fees and expenses for the Exchange, legal counsel, accountants, auditors, valuers and other advisors are to be paid directly by the Target.

9. Assignment by Target

9.1 This LOI may not be assigned by the Target without the prior written consent of Web Watcher.

10. Exclusive Dealing

10.1 The Target acknowledges that Web Watcher will be incurring substantial costs, directly and indirectly, in evaluating and investigating the Transaction and in preparing the Definitive Agreement and in consideration of Web Watcher doing so the Target agrees that until this LOI is terminated, it will not, directly or indirectly, through any officer, director, employee, representative or agent solicit, invite, induce, initiate or encourage, without the written consent of Web Watcher not to be unreasonably withheld, any expression of interest, proposal or offers from, or negotiation with, or provide to or facilitate discussions with, any person other than Web Watcher relating to:

- (a) the direct or indirect acquisition or disposition of any of the issued or unissued shares of the Target or its subsidiaries, or
- (b) any arrangement, amalgamation, merger, sale of assets, take-over bid, reorganization, recapitalization, liquidation or winding-up of, or other business combination, acquisition or similar transaction directly or indirectly involving the Target or its subsidiaries and any other party,

each an “**Alternative Transaction.**”

10.2 In addition to the foregoing, the Target will not, without the written consent of Web Watcher not to be unreasonably withheld, participate in any discussions or negotiations regarding, or (except as required by law) furnish to any other person, entity or group, any information with respect to, or otherwise co-operate in any way with, or assist or participate in, an Alternative Transaction.

10.3 The Target will immediately notify Web Watcher, in writing, upon receipt of any expression of interest, proposal or offer from any person relating to any Alternative Transaction and will forthwith disclose to Web Watcher all relevant details thereof.

11. No Acquisitions

11.1 The Target will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of the Target or its subsidiaries, except with the written consent of Web Watcher not to be unreasonably withheld.

12. No Dispositions

12.1 Except in the ordinary course of business and consistent with past practice or with the written consent of Web Watcher not to be unreasonably withheld, the Target will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, licence, lease, permit or right.

13. Normal Course

13.1 The Target agrees that during the period in which the Definitive Agreement is being negotiated, the Target will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not, and will not permit any subsidiary to, declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities) other than pursuant to the Initial Financing, make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt (excluding any convertible debentures issued pursuant to the Initial Financing) or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to Web Watcher or with the prior written consent of Web Watcher not to be unreasonably withheld.

14. Use of Consultants

14.1 Web Watcher and Target agree to engage professionals and consultants as necessary upon the execution of this LOI to oversee and manage the Transaction and listing process to fulfil the terms and conditions of the Transaction.

15. Sections and Subheadings

15.1 The headings of this LOI are for convenience only, do not form a part of this LOI and are not intended to interpret, define or limit the scope, extent or intent of this LOI or any of its provisions.

15.2 The symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this LOI so designated.

16. Time

16.1 Time is of the essence in the performance of each covenant and obligation under this LOI.

17. Entire Agreement

17.1 This LOI constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding,

whether oral or written, express or implied, statutory or otherwise, among the parties with respect to the subject matter of this LOI. No director, officer, employee or agent of either party has any authority to make any representation or commitment not contained in this LOI, and each party has executed this LOI without reliance upon any such representation or commitment.

18. Governing Law

18.1 This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the domestic laws prevailing in British Columbia, and the rights and remedies of the parties will be determined in accordance with such domestic laws. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder.

19. Further Assurances

19.1 The parties agree to perform or cause to be performed all such acts and things as may be required to give full force and effect to the terms and provisions set out herein and to cooperate with each other and each other's counsel and other professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein and any other documents required to give effect hereto.


Subject to the Closing Conditions and the other terms and conditions set forth above, this LOI is intended to create legally binding obligations on the parties, enforceable in accordance with its terms, pending the negotiation and executive of the Definitive Agreement. If the foregoing reflects your understanding of the Transaction and if you accept the terms and conditions of the proposal herein, please so acknowledge by executing an original of this LOI and return the same to Web Watcher by November 28, 2014.

This LOI may be executed in several counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

Yours truly,

WEB WATCHER SYSTEMS LTD.

Per:



Authorized Signatory

ACCEPTED AND AGREED TO:

WFS PHARMAGREEN INC.

Per:


Authorized Signatory

EXHIBIT A
TERM SHEET

This transaction term sheet sets forth certain terms with respect to the acquisition of all of the shares of the Target by Web Watcher or Spinco. All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the LOI of which this is Exhibit A.

Structure:	<p>The board of directors of Web Watcher or Spinco, as the case may be, will, subject to their review of the financial statements of the Target and the form of Definitive Agreement, authorize and approve the acquisition of all of the issued and outstanding shares of the Target.</p> <p>Spinco will acquire all of the shares of the Target pursuant to an amalgamation or other form of business combination.</p>
Shares:	<p>Following the Spinoff, Spinco will have 4,801,233 common shares issued and outstanding (the “Spinco Shares”). It is understood that certain shareholders of Spinco will make available for purchase by Target’s management 47.5% of the Spinco Shares on agreed upon terms as directed by Target.</p> <p>Pursuant to the Transaction, each Target share will be exchanged for shares in the capital of Spinco such that (i) current Target shareholders will receive 21,000,000 shares in the capital of Spinco; and (ii) purchasers of Target shares in the Initial Financing will receive one share of Spinco for every one Target share. In addition, convertible debenture holders of Target will receive up to an aggregate 2,512,000 shares in the capital of Spinco on conversion of their debentures.</p>
Initial Financing:	<p>Pursuant to the Transaction, it is expected that:</p> <ul style="list-style-type: none"> a) Target will raise funds through a private placement of up to \$100,000 in debentures convertible into common shares of Target at \$0.10 per share; and b) Target will raise funds through a private placement of \$900,000 to \$1,900,000 in debentures convertible into common shares of Target at \$0.25 per common share. <p>Target will provide necessary information regarding investors to Richardson GMP to facilitate the opening of investment accounts for the purpose of participating in the Initial Financing.</p>

<p>Due Diligence:</p>	<p>The Transaction will be subject to satisfactory completion of due diligence by each party in respect of the other party, which will include a due diligence review by Web Watcher and the Target of the business, properties and financial statements of the other party.</p> <p>The parties will have 30 days from the execution of the LOI to complete such due diligence.</p>
<p>Condition Precedents to Closing:</p>	<p>In addition to the foregoing, the closing will be subject to the conditions set out in the LOI.</p>
<p>Closing Date:</p>	<p>The parties intend the Closing Date to occur prior to February 15, 2015.</p>
<p>Representations and Warranties:</p>	<p>The Definitive Agreement will include customary representations and warranties for a transaction of this type, such representations and warranties will be made equally by each party and survive a period of one year from the closing.</p>
<p>Board of Directors:</p>	<p>The board of directors of Spinco upon completion of the Transaction shall initially be composed of Robert Stewart, Manfred Kurschner, and two other nominees of the Target.</p>
<p>Finder's Fee and Commissions:</p>	<p>The parties will pay the following finder's fees in connection with the Transaction and the Initial Financing:</p> <ul style="list-style-type: none"> a) in respect of the Transaction, a fee equal paid to Richardson GMP Limited equal to \$35,000 (payable as to 50% in cash and as to 50% by the issuance of 175,000 shares of Spinco at a deemed price of \$0.10 per share); and b) in respect of funds raised by Richardson GMP Limited as part of the Initial Financing, a fee paid to Richardson GMP Limited equal to: (i) 10% of the gross proceeds of the Initial Financing; and (ii) non-transferable finder's warrants to acquire such number of common shares in the capital of the Target as is equal to 10% of the securities sold under the Initial Financing with the share price set out in the section Initial Financing.
<p>No Break Fee:</p>	<p>In the event that the condition precedents are not satisfied (or waived) there will be no liability or further obligation whatsoever on the part of Web Watcher or the Target, save for and except the obligations set out in §5 (Confidentiality) and §8 (Expenses) of the LOI.</p>

SCHEDULE "L"

THE ARRANGEMENT AGREEMENT

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated December 9, 2014.

AMONG:

Web Watcher Systems Ltd., a company incorporated under the laws of the Province of British Columbia ("**Web Watcher**")

- and -

Cdn BVentures Ltd. ("**Cdn BVentures**"), **Cdn DCorp Ventures Ltd.** ("**Cdn DCorp**"), **Cdn WCorp Holdings Ltd.** ("**Cdn WCorp**"), **GCorp Discovery Ltd.** ("**GCorp**"), **SCorp Energy Ltd.** ("**SCorp Energy**"), **SebCorp Technology Ltd.** ("**SebCorp**") all incorporated under the laws of the Province of British Columbia

(collectively "**Subsidiaries**")

BACKGROUND INFORMATION:

- A. Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp are the wholly owned subsidiaries of Web Watcher that were incorporated for the purposes of this plan of arrangement.

AND WHEREAS the Parties hereto intend to carry out the transactions contemplated herein by way of an arrangement under the provisions of the *Business Corporations Act* (British Columbia);

AND WHEREAS the Parties hereto have entered into this Agreement to provide for the matters referred to in the foregoing recital and for other matters relating to such arrangement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings hereinafter set forth:

- (a) "**Agreement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;

- (b) "**Applicable Laws**" means all applicable corporate laws, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;
- (c) "**Arrangement**" means the arrangement pursuant to Section 288 of the BCBCA set forth in the Plan of Arrangement;
- (d) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA;
- (e) "**Arrangement Resolution**" means the special resolution in respect to the Arrangement and other related matters to be considered at the Web Watcher Meeting;
- (f) "**Assets**" means the assets of Web Watcher to be transferred to the Subsidiaries pursuant to the Arrangement, as more particularly described in Schedule B attached hereto and forming part of this Agreement;
- (g) "**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;
- (h) "**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business;
- (i) "**Cdn BVentures**" means Cdn BVentures Ltd., a private company incorporated under the BCBCA;
- (j) "**Cdn BVentures Shareholder**" means a holder of Cdn BVentures Shares;
- (k) "**Cdn BVentures Shares**" means the common shares without par value in the authorized share structure of Cdn BVentures, as constituted on the date of this Agreement;
- (l) "**Cdn DCorp**" means Cdn DCorp Ventures Ltd., a private company incorporated under the BCBCA;
- (m) "**Cdn DCorp Shareholder**" means a holder of Cdn DCorp Shares;
- (n) "**Cdn DCorp Shares**" means the common shares without par value in the authorized share structure of Cdn DCorp, as constituted on the date of this Agreement;
- (o) "**Cdn WCorp**" means Cdn WCorp Holdings Ltd., a private company incorporated under the BCBCA;
- (p) "**Cdn WCorp Shareholder**" means a holder to Cdn WCorp Shares;
- (q) "**Cdn WCorp Shares**" means the common shares without par value in the authorized share structure of Cdn WCorp, as constituted on the date of this Agreement;
- (r) "**Computershare**" means Computershare Investor Services Inc.;
- (s) "**Conversion Factor**" means one (1);
- (t) "**Court**" means the Supreme Court of British Columbia;
- (u) "**Depository**" means Computershare Investor Services Inc.;
- (v) "**Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares**" means the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares and SebCorp Shares that are to be distributed to the Web Watcher Shareholders pursuant to §3.1 of the Plan of Arrangement

- (w) **"Dissenting Shareholder"** means an Web Watcher Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Web Watcher Shares in accordance with the Interim Order and the Plan of Arrangement;
- (x) **"Dissenting Shares"** means the Web Watcher Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (y) **"Effective Date"** means the date the Arrangement is filed with the Registrar;
- (z) **"Final Order"** means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (aa) **"GCorp"** means GCorp Discovery Ltd., a private company incorporated under the BCBCA;
- (bb) **"GCorp Shareholder"** means a holder of GCorp Shares;
- (cc) **"GCorp Shares"** means the common shares without par value in the authorized share structure of GCorp, as constituted on the date of this Agreement;
- (dd) **"IFRS"** means International Financial Reporting Standards;
- (ee) **"Information Circular"** means the management proxy circular of Web Watcher to be sent by Web Watcher to the Web Watcher Shareholders in connection with the Web Watcher Meeting;
- (ff) **"Interim Order"** means an interim order of the Court concerning the Arrangement in respect of Web Watcher, containing declarations and directions with respect to the Arrangement and the holding of the Web Watcher Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (gg) **"New Shares"** means the new class of common shares without par value which Web Watcher will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Web Watcher Shares
- (hh) **"Notice of Meeting"** means the notice of special meeting of the Web Watcher Shareholders in respect of the Web Watcher Meeting;
- (ii) **"Parties"** means Web Watcher and the Subsidiaries; and **"Party"** means any one of them;
- (jj) **"Person"** means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (kk) **"Plan of Arrangement"** means the plan of arrangement substantially in the form set out in **Schedule A** to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 6 hereof;
- (ll) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (mm) **"Registered Shareholder"** means a registered holder of Web Watcher Shares as recorded in the shareholder register of Web Watcher maintained by Computershare;

- (nn) "**SCorp Energy**" means SCorp Energy Ltd., a private company incorporated under the BCBCA;
- (oo) "**SCorp Energy Shareholder**" means a holder of SCorp Energy Shares;
- (pp) "**SCorp Energy Shares**" means the common shares without par value in the authorized share structure of SCorp Energy, as constituted on the date of this Agreement;
- (qq) "**SebCorp**" means SebCorp Technology Ltd., a private company incorporated under the BCBCA;
- (rr) "**SebCorp Shareholder**" means a holder of SebCorp Shares;
- (ss) "**SebCorp Shares**" means the common shares without par value in the authorized share structure of SebCorp, as constituted on the date of this Agreement;
- (tt) "**Share Distribution Record Date**" means the close of business on the day as determined by the directors of Web Watcher, which date establishes the Web Watcher Shareholders who will be entitled to receive Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares pursuant to this Plan of Arrangement;
- (uu) "**Subsidiaries**" means collectively Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp;
- (vv) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time;
- (ww) "**Web Watcher Class A Shares**" means the renamed and re-designated Web Watcher Shares as described in §3.1 of the Plan of Arrangement;
- (xx) "**Web Watcher Class A Preferred Shares**" means the Class "A" preferred shares without par value which Web Watcher will create and issue pursuant to §3.1 of the Plan of Arrangement;
- (yy) "**Web Watcher Meeting**" means the special meeting of the Web Watcher Shareholders to be held to approve this Arrangement Agreement, and any adjournment(s) or postponement(s) thereof;
- (zz) "**Web Watcher Options**" means the outstanding stock options, whether or not vested, to acquire Web Watcher Shares;
- (aaa) "**Web Watcher Shares**" means the common shares without par value in the authorized share capital of Web Watcher, as constituted on the date of this Agreement;
- (bbb) "**Web Watcher Shareholders**" means the holders from time to time of Web Watcher Shares; and
- (ccc) "**Web Watcher Warrants**" means the common share purchase warrants of Web Watcher outstanding on the Effective Date.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement (including Schedules A

to F hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and companies and vice versa.

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

1.5 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS.

1.8 References to Legislation

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.9 Enforceability

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity).

1.10 Schedules

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

A - Plan of Arrangement with all schedules attached to it.

ARTICLE 2
THE ARRANGEMENT

2.1 Plan of Arrangement

Web Watcher and the Subsidiaries will forthwith jointly file, proceed with and diligently prosecute an application for an Interim Order providing for, among other things, the calling and holding of the Web Watcher Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution and upon receipt thereof, Web Watcher and each of the Subsidiaries will forthwith carry out the terms of the Interim Order to the extent applicable to it. Provided all necessary approvals for the Arrangement Resolution are obtained from the Web Watcher Shareholders, Web Watcher and the Subsidiaries shall jointly submit the Arrangement to the Court and apply for the Final Order. Upon issuance of the Final Order and subject to the conditions precedent in Article 5, Web Watcher shall forthwith proceed to file the Final Order and such other documents as may be required to give effect to the Arrangement with the Registrar pursuant to the Arrangement Provisions, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any act or formality.

2.2 Interim Order

The Interim Order shall provide that:

Web Watcher

- (a) the securities of Web Watcher for which holders shall be entitled to vote on the Arrangement Resolution shall be the Web Watcher Shares;
- (b) the Web Watcher Shareholders shall be entitled to vote on the Arrangement Resolution, with each Web Watcher Shareholder being entitled to one vote for each Web Watcher Share held by such holder;
- (c) the requisite majority for the approval of the Arrangement Resolution shall be the majority prescribed by the articles of Web Watcher and the BCBCA.

2.3 Information Circular and Meetings

As promptly as practical following the execution of this Agreement and in compliance with the Interim Order and Applicable Laws:

- (a) Web Watcher shall:
 - (i) prepare the Information Circular and cause such circular to be mailed to the Web Watcher Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed; and
 - (ii) convene the Web Watcher Meeting.

2.4 Effective Date

The Arrangement shall become effective in accordance with the terms of the Plan of Arrangement on the Effective Date.

ARTICLE 3 COVENANTS

3.1 Covenants Regarding the Arrangement

From the date hereof until the Effective Date, Web Watcher and each of the Subsidiaries will use all reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Arrangement, including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
- (b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Arrangement.

3.2 Covenants Regarding Execution of Documents

- (a) Web Watcher and each of the Subsidiaries will perform all such acts and things, and execute and deliver all such agreements, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

3.3 Giving Effect to the Arrangement

The Arrangement shall be effected in the following manner:

- (a) The Parties shall proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the Web Watcher Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;
- (b) The Cdn BVentures Shareholder(s), Cdn DCorp Shareholder(s), Cdn WCorp Shareholder(s), GCorp Shareholder(s) SCorp Energy Shareholder(s) and SebCorp Shareholder(s) shall approve the Arrangement by a special resolution;
- (c) Upon obtaining the Interim Order, Web Watcher shall call the Web Watcher Meeting and mail the Information Circular and related Notice of Meeting and form of Proxy to the Web Watcher Shareholders;
- (d) If the Web Watcher Shareholders approve the Arrangement as set out in §3.3 hereof, Web Watcher shall thereafter (subject to the exercise of any discretionary authority

granted to Web Watcher's directors by the Web Watcher Shareholders) take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and

- (e) Upon receipt of the Final Order, Web Watcher shall, subject to compliance with any of the other conditions provided for in Article 3.3 hereof and to the rights of termination contained in Article 7 hereof, file the material described in §5.1 with the Registrar in accordance with the terms of the Plan of Arrangement.

3.4 Web Watcher Stock Options and Warrants

No shares, stocks, options or warrants will be issued by the Subsidiaries to the Web Watcher Shareholders upon the exercise of Web Watcher Stock Options or Warrants.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Each of the Parties hereby represents and warrants to the other that.

- (a) It is a company duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) It has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
- (c) Neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constituting or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) No dissolution, winding up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived by the mutual written consent of such Parties without prejudice to their right to rely on any other of such conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to Web Watcher and each of the Subsidiaries, acting reasonably, and such order shall not have

been set aside or modified in a manner unacceptable to Web Watcher and each of the Subsidiaries, acting reasonably, on appeal or otherwise;

- (b) the Arrangement Resolution shall have been passed by the Web Watcher Shareholders at the Web Watcher Meeting in accordance with the Arrangement Provisions, the constating documents of Web Watcher, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the Cdn BVentures Shareholder(s), Cdn DCorp Shareholder(s), Cdn WCorp Shareholder(s), GCorp Shareholder(s), SCorp Energy Shareholder(s) and SebCorp Shareholder(s) to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of each of the Subsidiaries;
- (d) the Final Order shall have been granted in form and substance satisfactory to Web Watcher and the Subsidiaries, acting reasonably;
- (e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Web Watcher and each of the Subsidiaries;
- (f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (g) this Agreement shall not have been terminated under Article 7.

Except for the conditions set forth in this §5.1 which, by their nature, may not be waived, any of the other conditions in this §5.1 may be waived, either in whole or in part, by either Web Watcher or any of the Subsidiaries, as the case may be, at its discretion.

5.2 Closing

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at 1010 - 1030 West Georgia St. Vancouver, BC V6E 2Y3 at 11:00 a.m. (Vancouver time) on such date as they may mutually agree (the "Closing Date"), and each of them shall deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 Merger of Conditions

The conditions set out in §5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 Merger of Representations and Warranties

The representations and warranties in §4.1 shall be conclusively deemed to be correct as of the Effective Date and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT

6.1 Amendment

This Agreement may at any time and from time to time before or after the holding of the Web Watcher Meeting be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a Web Watcher Shareholder without approval by the Web Watcher Shareholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

ARTICLE 7 TERMINATION

7.1 Termination

Subject to §7.2, this Agreement may at any time before or after the holding of the Web Watcher Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Web Watcher without further action on the part of the Web Watcher Shareholders, or by the board of directors of each of the Subsidiaries without further action on the part of the respective Cdn BVentures Shareholder(s), Cdn DCorp Shareholder(s), Cdn WCorp Shareholder(s), GCorp Shareholder(s), SCorp Energy Shareholder(s) or SebCorp Shareholder(s) and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of Web Watcher or any of the Subsidiaries, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

7.2 Cessation of Right

The right of Web Watcher or any of the Subsidiaries or any other party to amend or terminate the Plan of Arrangement pursuant to §6.1 and §7.1 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 8 NOTICES

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally and in the case of:

Web Watcher Systems Ltd. and Subsidiaries, to:
Suite 1010, 1030 West Georgia St.
Vancouver, BC V6E 2Y3
Attention: President

or such other address as the Parties may, from time to time, advise to the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such telecopy is received.

ARTICLE 9

GENERAL

9.1 Assignment and Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by any party hereto without the prior consent of the other Parties hereto.

9.2 Disclosure

Each Party shall receive the prior consent, not to be unreasonably withheld, of the other Parties prior to issuing or permitting any director, officer, employee or agent to issue, any press release or other written statement with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, if any Party is required by law or administrative regulation to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will consult with the other Parties as to the wording of such disclosure prior to its being made.

9.3 Costs

The costs and expenses in connection with the transactions contemplated hereby will be covered by Northern Vine Canada Inc., Panamax International Petroleum Inc., WFS Pharmagreen Inc., Stompy Bot Productions Inc., 1016460 B.C. Ltd. and 0990718 B.C. Ltd. pursuant to the agreements between Web Watcher and these six corporations.

9.4 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

9.5 Further Assurances

Each Party hereto shall, from time to time and at all times hereafter, at the request of any other Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.6 Time of Essence

Time shall be of the essence of this Agreement.

9.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia. Each of the Parties hereto hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of British Columbia in respect of the Arrangement, all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against any Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

9.8 Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

9.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the date first above written.

Web Watcher Systems Ltd.



Donald Gordon, Director
Authorized Signatory

Cdn BVentures Ltd.



Donald Gordon, Director
Authorized Signatory

Cdn DCorp Ventures Ltd.



Donald Gordon, Director
Authorized Signatory

Cdn WCorp Holdings Ltd.



Donald Gordon, Director
Authorized Signatory

GCorp Discovery Ltd.



Donald Gordon, Director
Authorized Signatory

SCorp Energy Ltd.



Donald Gordon, Director
Authorized Signatory

SebCorp Technology Ltd.



Donald Gordon, Director
Authorized Signatory

SCHEDULE "A"
TO THE ARRANGEMENT AGREEMENT
PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9
OF THE
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)
S.B.C. 2002, c. 57

ARTICLE 1
INTERPRETATION

- 1.1 In this Plan of Arrangement, the terms and definitions have the same meaning as in Article 1.1 of the Arrangement Agreement.
- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2
ARRANGEMENT AGREEMENT

- 2.1 This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement will become effective in accordance with its terms and be binding on the Effective Date on the Web Watcher Shareholders.

**ARTICLE 3
ARRANGEMENT**

- 3.1 On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares but subject to the provisions of Article 6:
- (a) Web Watcher will transfer the Assets to each of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp in consideration for Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares and SebCorp Shares (the “**Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares**”), such that the number of Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares received by Web Watcher from each Web Watcher Subsidiary in consideration for the Assets will equal the number of issued and outstanding Web Watcher Shares multiplied by the Conversion Factor as of the Share Distribution Record Date, and Web Watcher will be added to the central securities register of each of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp in respect of such Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares and SebCorp Shares;
 - (b) The authorized share capital of Web Watcher will be changed by:
 - (i) Altering the identifying name of the Web Watcher Shares to Class A Shares;
 - (ii) Creating a class consisting of an unlimited number of common shares without par value (the “**New Shares**”); and
 - (iii) Creating a class consisting of an unlimited number of class “A” preferred shares without par value, having the rights and restrictions described in Schedule “A” to the Plan of Arrangement, being the Web Watcher Class A Preferred Shares;
 - (c) Each issued Web Watcher Class A Share will be exchanged for one New Share and one Web Watcher Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Web Watcher Class A Shares will be removed from the central securities register of Web Watcher and will be added to the central securities register as the holders of the number of New Shares and Web Watcher Class A Preferred Shares that they have received on the exchange;
 - (d) All of the issued Web Watcher Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Web Watcher and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Web Watcher Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Web Watcher Class A Preferred Shares so that the aggregate paid up capital of the Web Watcher Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares as of the Effective Date, and each Web Watcher Class A Preferred Share so issued will be issued by Web Watcher at an issue price equal to such aggregate fair market value divided by the number of issued Web Watcher Class A Preferred Shares, such aggregate fair market value of the Distributed Cdn BVentures, Cdn DCorp,

Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares to be determined as at the Effective Date by resolution of the board of directors of Web Watcher;

- (e) Web Watcher will redeem the issued Web Watcher Class A Preferred Shares for consideration consisting solely of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares such that each holder of Web Watcher Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares and SebCorp Shares that is equal to the number of Web Watcher Class A Preferred Shares multiplied by the Conversion Factor held by such holder;
 - (f) The name of each holder of Web Watcher Class A Preferred Shares will be removed as such from the central securities register of Web Watcher, and all of the issued Web Watcher Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of Web Watcher;
 - (g) The Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares transferred to the holders of the Web Watcher Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Web Watcher Class A Preferred Shares and appropriate entries will be made in the central securities register of Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp;
 - (h) The Web Watcher Class A Shares and the Web Watcher Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of Web Watcher will be changed by eliminating the Web Watcher Class A Shares and the Web Watcher Class A Preferred Shares therefrom;
 - (i) The Notice of Articles and Articles of Web Watcher will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and
- 3.2 Notwithstanding §3.1(e), no fractional Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy or SCorp Energy Shares shall be distributed to the Web Watcher Shareholders and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Web Watcher in its absolute discretion.
- 3.3 The holders of the Web Watcher Class A Shares and the holders of New Shares and Web Watcher Class A Preferred Shares referred to in §3.1(c), and the holders of the Web Watcher Class A Preferred Shares referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are Web Watcher Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.
- 3.4 All New Shares, Web Watcher Class A Preferred Shares and Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares and SebCorp Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

- 3.5 The Arrangement shall become final and conclusively binding on the Web Watcher Shareholders, the Cdn BVentures Shareholders, the Cdn DCorp Shareholders, the Cdn WCorp Shareholders, the GCorp Shareholders, the SCorp Energy Shareholders, and the SebCorp Shareholders and on Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp on the Effective Date.
- 3.6 Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Web Watcher and Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

ARTICLE 4 CERTIFICATES

- 4.1 Recognizing that the Web Watcher Shares shall be redeemed and re-designated as Web Watcher Class A Shares pursuant to §3.1(b)(i) and that the Web Watcher Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Web Watcher shall not issue replacement share certificates representing the Web Watcher Class A Shares.
- 4.2 Recognizing that the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares shall be transferred to the Web Watcher Shareholders as consideration for the redemption of the Web Watcher Class A Preferred Shares pursuant to §3.1(e), Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp each shall issue one share certificate representing all of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares registered in the name of Web Watcher, which share certificate shall be held by the Depository until the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares are transferred to the Web Watcher Shareholders and such certificate shall then be cancelled by the Depository. To facilitate the transfer of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares to the Web Watcher Shareholders as of the Share Distribution Record Date, Web Watcher shall execute and deliver to the Depository and the Transfer Agent an irrevocable power of attorney or a treasury order, authorizing them to distribute and transfer the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy Shares and SebCorp Shares to such Web Watcher Shareholders in accordance with the terms of this Plan of Arrangement and Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp shall deliver treasury orders or such other direction to effect such issuance to the Transfer Agent as requested by it.
- 4.3 Recognizing that all of the Web Watcher Class A Preferred Shares issued to the Web Watcher Shareholders pursuant to §3.1(c) will be redeemed by Web Watcher as consideration for the distribution and transfer of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy or SebCorp Shares under §3.1(e), Web Watcher shall issue one share certificate representing all of the Web Watcher Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depository, to be held by the Depository for the benefit of the Web Watcher Shareholders until such Web Watcher Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.

- 4.4 As soon as practicable after the Effective Date, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp shall cause to be issued to the registered holders of Web Watcher Shares as of the Share Distribution Record Date, share certificates representing the Cdn BVentures Shares, Cdn DCorp Shares, Cdn WCorp Shares, GCorp Shares, SCorp Energy Shares and SebCorp Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates or direct registration statements to be mailed to such registered holders.
- 4.5 From and after the Effective Date, share certificates representing Web Watcher Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.
- 4.6 Web Watcher Shares traded after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares.

ARTICLE 5 DISSENTING SHAREHOLDERS

- 5.1 Notwithstanding §3.1 hereof, holders of Web Watcher Shares may exercise rights of dissent (the “**Dissent Right**”) in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 – 247 of the BCBCA (collectively, the “**Dissent Procedures**”).
- 5.2 Web Watcher Shareholders who duly exercise Dissent Rights with respect to their Web Watcher Shares (“**Dissenting Shares**”) and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Web Watcher for cancellation immediately before the Effective Date; or
 - (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Web Watcher Shareholder and shall receive New Shares and Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares on the same basis as every other non-dissenting Web Watcher Shareholder, and in no case shall Web Watcher be required to recognize such person as holding Web Watcher Shares on or after the Effective Date.
- 5.3 If a Web Watcher Shareholder exercises the Dissent Right, Web Watcher shall on the Effective Date set aside and not distribute that portion of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares that is attributable to the Web Watcher Shares for which the Dissent Right has been exercised. If the dissenting Web Watcher Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Web Watcher shall distribute to such Web Watcher Shareholder his, her or its pro-rata portion of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares. If a Web Watcher Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Web Watcher shall retain the portion of the Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares attributable to

such Web Watcher Shareholder (the “**Non-Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares**”), and the Non-Distributed Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares shall be dealt with as determined by the board of directors of Web Watcher in its absolute discretion.

ARTICLE 6 AMENDMENTS

- 6.1 Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:
- (i) set out in writing;
 - (ii) filed with the Court and, if made following the Web Watcher Meeting, approved by the Court; and
 - (iii) communicated to holders of Web Watcher Shares and Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares, as the case may be, if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Web Watcher at any time prior to the Web Watcher Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Web Watcher Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 Web Watcher, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Web Watcher Meeting and prior to the Effective Date with the approval of the Court.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp or any former holder of Web Watcher, Cdn BVentures, Cdn DCorp, Cdn WCorp, GCorp, SCorp Energy and SebCorp Shares, as the case may be.

ARTICLE 7 REFERENCE DATE

- 7.1 This plan of arrangement is dated for reference December 9, 2014.

SCHEDULE "A" TO THE PLAN OF ARRANGEMENT

SPECIAL RIGHTS AND RESTRICTIONS FOR Web Watcher CLASS A PREFERRED SHARES

The class A preferred shares as a class shall have attached to them the following special rights and restrictions:

Definitions

- (1) In these Special Rights and Restrictions,
 - (a) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
 - (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of December 9, 2014, between Web Watcher Systems Ltd. (the "**Company**") and Cdn BVentures Ltd., Cdn DCorp Ventures Ltd., Cdn WCorp Holdings Ltd., GCorp Discovery Ltd., SCorp Energy Ltd. and SebCorp Technology Ltd..
 - (c) "**Old Common Shares**" means the common shares in the authorized share capital of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,
 - (d) "**Effective Date**" means the date upon which the Arrangement becomes effective,
 - (e) "**New Shares**" means the common shares without par value created in the authorized share capital of the Company pursuant to the Plan of Arrangement, and
 - (f) "**Plan of Arrangement**" means the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement.
- (2) The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

**SCHEDULE “B”
TO THE ARRANGEMENT AGREEMENT**

WEB WATCHER ASSETS TO BE TRANSFERRED TO THE SUBSIDIARIES

Subsidiary	Asset
Cdn BVentures Ltd.	Letter of Intent between Web Watcher Systems Ltd. and Northern Vine Canada Inc. dated November 18, 2014
Cdn DCorp Ventures Ltd.	Letter of Intent between Web Watcher Systems Ltd. and 0990718 B.C. Ltd. dated November 20, 2014
Cdn WCorp Holdings Ltd.	Letter of Intent between Web Watcher Systems Ltd. and 1016460 BC Ltd. dated October 22, 2014
GCorp Discovery Ltd.	Letter of Intent between Web Watcher Systems Ltd. and Panamax International Petroleum Inc. dated November 14, 2014
SCorp Energy Ltd.	Letter of Intent between Web Watcher Systems Ltd. and Stompy Bot Productions Inc. dated November 18, 2014
SebCorp Technology Ltd.	Letter of Intent between Web Watcher Systems Ltd. and WFS Pharmagreen Inc. dated November 27, 2014

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