

WIKILEAF TECHNOLOGIES INC.
(the “Company”)
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STATEMENT OF EXECUTIVE COMPENSATION

Securities legislation requires the disclosure of the compensation received by each “Named Executive Officer, (“**Named executive officers**” or “**NEOs**”) of the Company for the most recently completed financial year, namely December 31, 2020. “Named Executive Officer” means each of the following individuals: (i) each CEO; (ii) each CFO; (iii) the most highly compensated executive officer other than CEO and CFO at the end of the most recently completed financial year whose total compensation was more than \$150,000; (iv) each individual who would be a named executive officer under (iii) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

The following discussion describes the significant elements of the compensation of our NEOs, namely:

- Connor Cruise, Interim CEO and Chair;
- Daniel Nelson, CGO and former CEO; and
- Mike Best, CFO

Overview

We operate in a dynamic and rapidly evolving market. To succeed in this environment and to achieve our business and financial objectives, we need to attract, retain and motivate a highly talented team of executive officers.

Our executive officer compensation program is designed to achieve the following objectives:

- (a) provide market-competitive compensation opportunities in order to attract and retain talented, high-performing and experienced executive officers, whose knowledge, skills and performance are critical to our success;
- (b) motivate our executive officers to achieve our business and financial objectives;
- (c) align the interests of our executive officers with those of our Shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of our business; and
- (d) provide incentives that encourage appropriate levels of risk-taking by our executive officers and provide a strong pay-for-performance relationship.

We offer our executive officers cash compensation in the form of base salary and an annual bonus, and equity-based awards. We provide base salary to compensate employees for their day-to-day responsibilities, at levels that we believe are necessary to attract and retain executive officer talent. While we have determined that our current executive officer compensation program is effective at attracting and maintaining executive officer talent, we evaluate our compensation

practices on an ongoing basis to ensure that we are providing market-competitive compensation opportunities for our executive team. We have adopted the Share Compensation Plan to allow for a variety of equity-based awards that provide different types of incentives to be granted to our directors, executive officers, employees and consultants. We believe that equity-based compensation awards motivate our executive officers to achieve our business and financial objectives, and also align their interests with the long-term interests of our shareholders. The Share Compensation Plan will facilitate granting of stock options (“**Options**”) and restricted shares units (“**RSUs**”). See “Executive Compensation – Principal Elements of Compensation – Share Compensation Plan”.

Compensation Committee

The purpose of the Compensation Committee is to assist the Board in overseeing compensation and succession planning matters, including the Board’s responsibilities of: (a) appointing, compensating and evaluating and planning for the succession of officers and other senior management personnel of the Company; (b) approving the Company’s annual compensation budget; and (c) reviewing and approving matters related to the Company’s compensation; fulfilling the responsibilities in Section III of this Charter.

Composition

The Compensation Committee is composed of a minimum of three members. Every Compensation Committee member must be a director of the Company. The majority of the Compensation Committee members must be “independent” as such term is defined in applicable securities legislation. All members of the Committee shall meet all requirements and guidelines for compensation committee service as specified in applicable securities and corporate laws and the rules of the Canadian Securities Exchange (“**CSE**”).

Skills and experience that enable the Compensation Committee to make decisions on the suitability of the company’s compensation policies and practices include:

- **Connor Cruise** – *Chair* – Mr. Cruise has served as President of Cruise Capital Ltd., a venture capital consulting firm, since March, 2017 and Vice-President of Intrysync Capital Corporation, a registered Exempt Market Dealer, since December 2017.
- **David (Cy) Scott** – Mr. Scott has served as CEO and Co-Founder of Headset Inc., a leading SaaS platform designed to help retailers, processors and growers make informed decisions about the emerging cannabis industry, based on real-time cannabis retail data, since July 2015.
- **Murray Hinz** – Mr. Hinz has served as President of Marazul Consulting since January 2007; Senior Vice-President of Finance and Administration for Parvus Therapeutics from April 2017 to present; Advisor to Senior Executives for CanElson Drilling from July 2013 to March 2015.

Principal Elements of Compensation

The compensation of our executive officers includes three major elements: (i) base salary; (ii) short-term incentives, consisting of an annual bonus; and (iii) long-term equity incentives, consisting of Options and RSUs granted from time to time under the Share Compensation Plan.

Perquisites and personal benefits are not a significant element of compensation of our executive officers.

Base Salaries

Base salary is provided as a fixed source of compensation for our executive officers. Adjustments to base salaries are expected to be determined annually and may be increased based on an officer's success in meeting or exceeding individual objectives, as well as to maintain market competitiveness. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope of breadth of an executive officer's role or responsibilities.

Annual Bonuses

Annual bonuses are designed to motivate our executive officers to meet our business and financial objectives generally and our annual financial performance targets in particular. Annual bonuses are earned, measured and made, if applicable, in cash and we anticipate continuing to do so going forward.

Share Compensation Plan

On May 17, 2019, the Board adopted a share compensation plan (the "**Share Compensation Plan**"). The Share Compensation Plan is a 15% "rolling" plan pursuant to which the number of Common Shares which may be issued pursuant to RSUs and Options granted under the Share Compensation Plan.

The Share Compensation Plan provides participants (each, a "**Participant**"), who may include participants who are citizens or residents of the United States (each, a "**US Participant**"), with the opportunity, through RSUs and Options, to acquire an ownership interest in the Company. The RSUs will rise and fall in value based on the value of the Company Shares. Unlike the Options, the RSUs will not require the payment of any monetary consideration to the Company. Instead, each RSU represents a right to receive one Common Share following the attainment of vesting criteria determined at the time of the award. See "Restricted Share Units – Vesting Provisions" below. The Options, on the other hand, are rights to acquire Company Shares upon payment of monetary consideration (i.e., the exercise price), subject also to vesting criteria determined at the time of the grant. See "Options – Vesting Provisions" below.

Purpose of the Share Compensation Plan

The stated purpose of the Share Compensation Plan is to advance the interests of the Company and its subsidiaries, and its shareholders by: (a) ensuring that the interests of Participants are aligned with the success of the Company and its subsidiaries; (b) encouraging stock ownership by such persons; and (c) providing compensation opportunities to attract, retain and motivate such persons.

The following people are eligible to participate in the Share Compensation Plan: any officer or employee of the Company or any officer or employee of any subsidiary of the Company and, solely for purposes of the grant of Options, any director of the Company or any director of any subsidiary of the Company, and any Consultant (defined under the Share Compensation Plan as an individual (other than an employee or a director of the Company) or a corporation that is not a U.S. Person that: (A) is engaged to provide on an ongoing bona fide basis, consulting, technical,

management or other services to the Company or to an affiliate of the Company, other than services provided in relation to an offer or sale of securities of the Company in a capital raising transaction, or services that promote or maintain a market for the Company's securities; (B) provides the services under a written contract between the Company or the affiliate and the individual or the Company, as the case may be; (C) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an affiliate of the Company; and (D) has a relationship with the Company or an affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.

Administration of the Share Compensation Plan

The Share Compensation Plan is administered by the Board or such other persons as may be designated by the Board (the "**Administrators**") based on the recommendation of the Board or the compensation committee of the Board, if applicable. The Administrators determine the eligibility of persons to participate in the Share Compensation Plan, when RSUs and Options will be awarded or granted, the number of RSUs and Options to be awarded or granted, the vesting criteria for each award of RSUs and grant of Options and all other terms and conditions of each award and grant, in each case in accordance with applicable securities laws and the requirements of the CSE.

Restrictions on the Award of RSUs and Grant of Options

The awards of RSUs and grants of Options under the Share Compensation Plan is subject to a number of restrictions:

- the total number of Common Shares issuable to insiders under the Share Compensation Plan and any other share compensation arrangements of the Company cannot exceed 15% of the Common Shares then outstanding; and
- the aggregate sales price (meaning the sum of all cash, property, notes, cancellation of debt, or other consideration received or to be received by the Company for the sale of the securities) or amount of Common Shares issued during any consecutive 12-month period will not exceed the greatest of the following: (i) U.S.\$1,000,000; (ii) 15% of the total assets of the Company, measured at the Company's most recent balance sheet date; or (iii) 15% of the outstanding amount of the Common Shares, measured at the Company's most recent balance sheet date.

In the event of any declaration by the Company of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of the Common Shares, reclassification or conversion of the Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Company, distribution (other than normal course cash dividends) of Company assets to holders of Common Shares, or any other corporate transaction or event involving the Company or the Common Shares, the Administrators may in their sole discretion make such changes or adjustments, if any, as the Administrators consider fair or equitable to reflect such change or event including, without limitation, adjusting the number of Options and RSUs outstanding under the Share Compensation Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the exercise price of Options outstanding under the

Share Compensation Plan, provided that the value of any Option or RSU immediately after such an adjustment shall not exceed the value of such Option or RSU prior thereto.

Restricted Share Units

The total number of Common Shares that may be issued on exercise of Options and RSUs, together with any other share compensation arrangements of the Company, shall not exceed 15% of the number of issued and outstanding Common Shares from time to time.

Mechanics for RSUs

RSUs awarded to Participants under the Share Compensation Plan are credited to an account that is established on their behalf and maintained in accordance with the Share Compensation Plan. After the relevant date of vesting of any RSUs awarded under the Share Compensation Plan, a Participant shall be entitled to receive and the Company shall issue or pay (at its discretion): (i) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant's account multiplied by the volume weighted average price of the Common Shares traded on the CSE for the five (5) consecutive trading days prior to the payout date; (ii) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's RSUs in the Participant's account will be, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Company as the holder of the appropriate number of Common Shares; or (iii) any combination of thereof.

Vesting Provisions

The Share Compensation Plan provides that: (i) at the time of the award of RSUs, the Administrators will determine the vesting criteria applicable to the awarded RSUs; (ii) vesting of RSUs may include criteria such as performance vesting; (iii) each RSU shall be subject to vesting in accordance with the terms set out in an agreement evidencing the award of the RSU attached as Exhibit A to the Share Compensation Plan (or in such form as the Administrators may approve from time to time) (each, an "**RSU Agreement**"); and (iv) all vesting and issuances or payments in respect of an RSU shall be completed no later than December 15 of the third calendar year commencing after the award date for such RSU.

It is the current intention that RSUs may be awarded with both time-based vesting provisions as a component of the Company's annual incentive compensation program, and performance based vesting provisions as a component of the Company's long term incentive compensation program.

Under the Share Compensation Plan, should the date of vesting of an RSU fall within a blackout period or within nine business days following the expiration of a blackout period, the date of vesting will be automatically extended to the tenth business day after the end of the blackout period.

Termination, Retirement and Other Cessation of Employment in connection with RSUs

A person participating in the Share Compensation Plan will cease to be eligible to participate in the following circumstances: (i) receipt of any notice of termination of employment or service (whether voluntary or involuntary and whether with or without cause); (ii) retirement; and (iii) any cessation of employment or service for any reason whatsoever, including disability and death (an "**Event of Termination**"). In such circumstances, any vested RSUs will be issued (and with respect to each RSU of a US Participant, such RSU will be settled and shares issued as soon as

practicable following the date of vesting of such RSU as set forth in the applicable RSU Agreement, but in all cases within 60 days following such date of vesting; and unless otherwise determined by the Administrators in their discretion, any unvested RSUs will be automatically forfeited and cancelled (and with respect to any RSU of a US Participant, if the Administrators determine, in their discretion, to waive vesting conditions applicable to an RSU that is unvested at the time of an Event of Termination, such RSU shall not be forfeited or cancelled, but instead will be deemed to be vested and settled and shares delivered following the date of vesting date of such Restricted Share Unit as set forth in the applicable RSU Agreement). Notwithstanding the above, if a person retires in accordance with the Company's retirement policy at such time, the pro rata portion of any unvested performance based RSUs will not be forfeited or cancelled and instead shall be eligible to become vested in accordance with the vesting conditions set forth in the applicable RSU Agreement after such retirement (as if retirement had not occurred), but only if the performance vesting criteria, if any, have been met on the applicable date. For greater certainty, if a person is terminated for just cause, all unvested RSUs will be forfeited and cancelled.

Options

The total number of Common Shares that may be issued on exercise of Options and RSUs, together with any other share compensation arrangements of the Company, shall not exceed 15% of the number of issued and outstanding Common Shares from time to time.

Mechanics for Options

Each Option granted pursuant to the Share Compensation Plan will entitle the holder thereof to the issuance of one Common Share upon achievement of the vesting criteria and payment of the applicable exercise price. Options granted under the Share Compensation Plan will be exercisable for Common Shares issued from treasury once the vesting criteria established by the Administrators at the time of the grant have been satisfied. However, the Company will continue to retain the flexibility through the amendment provisions in the Share Compensation Plan to satisfy its obligation to issue Common Shares by making a lump sum cash payment of equivalent value (i.e., pursuant to a cashless exercise), provided there is a full deduction of the number of underlying Common Shares from the Share Compensation Plan's reserve.

Vesting Provisions

The Share Compensation Plan provides that the Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The Option agreement will disclose any vesting conditions prescribed by the Administrators.

Termination, Retirement and Other Cessation of Employment in connection with Options

A person participating in the Share Compensation Plan will cease to be eligible to participate where there is an Event of Termination. In such circumstances, unless otherwise determined by the Administrators in their discretion, any unvested Options will be automatically cancelled, terminated and not available for exercise and any vested Options may be exercised only before the earlier of: (i) the termination of the Option; and (ii) six months after the date of the Event of Termination. If a person is terminated for just cause, all Options will be (whether or not then exercisable) automatically cancelled.

Other Terms

The Administrators will determine the exercise price and term/expiration date of each Option, provided that the exercise price in respect of that Option shall not be less than the Market Price on the date of grant. “**Market Price**” is defined in the Share Compensation Plan, as of any date, the closing price of the Common Shares on the CSE for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange, the Market Price shall be determined in good faith by the Administrators.

No Option shall be exercisable after ten years from the date the Option is granted. Under the Share Compensation Plan, should the term of an Option expire on a date that falls within a blackout period or within nine business days following the expiration of a blackout period, such expiration date will be automatically extended to the tenth business day after the end of the blackout period.

Unless otherwise determined by the Board, in the event of a change of control, any surviving or acquiring corporation shall assume any Option outstanding under the Share Compensation Plan on substantially the same economic terms and conditions or substitute or replace similar options for those Options outstanding under the Share Compensation Plan on substantially the same economic terms and conditions.

Transferability

RSUs awarded and Options granted under the Share Compensation Plan or any rights of a Participant cannot be transferred, assigned, charged, pledged or hypothecated, or otherwise alienated, whether by operation of law or otherwise.

Reorganization and Change of Control Adjustments

In the event of any declaration by the Company of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of Common Shares, reclassification or conversion of the Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Company, distribution (other than normal course cash dividends) of Company assets to holders of Common Shares, or any other corporate transaction or event involving the Company or the Common Shares, the Administrators may make such changes or adjustments, if any, as they consider fair or equitable, to reflect such change or event including adjusting the number of Options and RSUs outstanding under the Share Compensation Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the exercise price of Options outstanding under the Share Compensation Plan, provided that the value of any Option or RSU immediately after such an adjustment shall not exceed the value of such Option or RSU prior thereto.

Amendment Provisions in the Share Compensation Plan

The Board may amend the Share Compensation Plan or any RSU or Option at any time without the consent of any Participant provided that such amendment shall:

- (a) not adversely alter or impair any RSU previously awarded or any Option previously granted, except as permitted by the adjustment provisions of the Share Compensation Plan and with respect to RSUs and Options of US Participants;
- (b) be subject to any regulatory approvals including, where required, the approval of the CSE; and
- (c) be subject to shareholder approval, where required, by the requirements of the CSE, provided that shareholder approval shall not be required for the following amendments:
 - (i) amendments of a “housekeeping nature”, including any amendment to the Share Compensation Plan or an RSU or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority, stock exchange or quotation system and any amendment to the Share Compensation Plan or an RSU or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
 - (ii) amendments that are necessary or desirable for RSUs or Options to qualify for favourable treatment under any applicable tax law;
 - (iii) amendments to the vesting provisions of any RSU or any Option (including any alteration, extension or acceleration thereof), providing such amendments do not adversely alter or impair such RSU or Option;
 - (iv) amendments to the termination provisions of any Option (e.g., relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of a blackout period) providing such amendments do not adversely alter or impair such Option;
 - (v) amendments to the Share Compensation Plan that would permit the Company to retain a broker and make payments for the benefit of Participants to such broker who would purchase Common Shares for such persons, instead of issuing Common Shares from treasury upon the vesting of the RSUs;
 - (vi) amendments to the Share Compensation Plan that would permit the Company to make lump sum cash payments to Participants, instead of issuing Common Shares from treasury upon the vesting of the RSUs;
 - (vii) the amendment of the cashless exercise feature set out in the Share Compensation Plan; and
 - (viii) change the application of the change of control provisions in section 6.2 or the Reorganization Adjustments provisions in section 6.3).

For greater certainty, shareholder approval will be required in circumstances where an amendment to the Share Compensation Plan would:

- (a) increase the fixed maximum percentage of issued and outstanding Common Shares issuable under the Share Compensation Plan, other than by virtue of the adjustment

provisions in the Share Compensation Plan, or change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;

- (b) increase the limits referred to above under “Restrictions on the Award of RSUs and Grant of Options”;
- (c) reduce the exercise price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower exercise price to the same person);
- (d) extend the term of any Option beyond the original term (except if such period is being extend by virtue of a blackout period); or
- (e) amend the amendment provisions in Section 6.4 of the Share Compensation Plan.

Pension Plan Benefits

The Company does not have defined benefit or defined contribution plans.

Summary Compensation Tables

Table of Compensation Excluding Compensation Securities							
Name and position	Year ⁽¹⁾⁽²⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Connor Cruise ⁽³⁾ Interim CEO, Director, former CFO	2020	C\$134,780	N/A	C\$22,080	N/A	C\$17,940	C\$174,800
	2019	C\$45,000	N/A	N/A	N/A	N/A	C\$45,000
Daniel Nelson ⁽⁴⁾⁽¹²⁾ Director, CGO and former CEO	2020	C\$196,392	N/A	N/A	N/A	N/A	C\$196,392
	2019	C\$253,935	N/A	N/A	N/A	C\$16,485	C\$270,420
Manoj Hippola ⁽⁵⁾ Director, CFO and Corporate Secretary	2020	C\$212,500	N/A	N/A	N/A	N/A	C\$212,500
	2019	C\$157,000	N/A	N/A	N/A	C\$1,448	C\$158,448
Derek Firth ⁽⁶⁾ Former CEO	2020	C\$85,317	N/A	N/A	N/A	N/A	C\$85,317
Cy Scott ⁽⁷⁾ Director	2020	N/A	N/A	N/A	N/A	C\$9,843	C\$9,843
	2019	N/A	N/A	N/A	N/A	N/A	N/A
Murray Hinz ⁽⁸⁾ Director	2020	N/A	N/A	N/A	N/A	C\$9,241	C\$9,241
	2019	N/A	N/A	N/A	N/A	N/A	N/A
Megan Sanders ⁽⁹⁾ Former Director	2020	N/A	N/A	N/A	N/A	N/A	N/A
	2019	N/A	N/A	N/A	N/A	N/A	N/A
Joshua Babyak ⁽⁹⁾⁽¹²⁾ Former Director	2020	C\$30,339	N/A	N/A	N/A	N/A	C\$30,339
	2019	N/A	N/A	N/A	N/A	N/A	N/A
Ian Rapsey ⁽¹⁰⁾ Former Director	2020	N/A	N/A	N/A	N/A	N/A	N/A
	2019	N/A	N/A	N/A	N/A	N/A	N/A

Table of Compensation Excluding Compensation Securities							
Name and position	Year ⁽¹⁾⁽²⁾	Salary, consulting fee, retainer or commission (\$)	Bonuses (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Patrick Lalonde ⁽¹¹⁾ Former COO	2020	C\$104,896	N/A	N/A	N/A	C\$83,233	C\$188,129
	2019	C\$102,000	N/A	N/A	N/A	C\$3,029	C\$105,029

The following table sets forth all compensation paid, payable, awarded, granted or given, or otherwise provided, directly or indirectly to the Company's Named Executive Officers and directors for the fiscal year ended December 31, 2020 and 2019.

Notes:

- (1) Financial years ended December 31.
- (2) The Company was not a reporting issuer for the year ended December 31, 2018 and became a reporting issuer in September 2019.
- (3) Mr. Cruise was appointed a director of the Company on April 3, 2018. Mr. Cruise was paid as a consultant on May 14, 2019. Mr. Cruise was appointed interim Chief Executive Officer on June 5, 2020.
- (4) Mr. Nelson, resigned as the CEO of the Company and took on the role of CGO effective January 13, 2020. Mr. Nelson remained a member of the Board.
- (5) Mr. Hippola was terminated as CFO on December 29, 2020 and resigned as a director on February 24, 2021
- (6) Mr. Firth was terminate as CEO on June 5, 2020.
- (7) Mr. Scott was appointed a director on May 14, 2019.
- (8) On June 19, 2020, Mr. Murray Hinz was appointed as independent director of the Company. Concurrently, Mr. Hinz assumed the role of Chair of the Company's Audit Committee.
- (9) Ms. Sanders and Mr. Babyak were appointed directors on May 14, 2019. Ms. Sanders resigned as director on June 5, 2020 and Mr. Babyak resigned as a director on May 18, 2020.
- (10) Mr. Rapsey was appointed a director on November 18, 2019 and resigned as director on June 5, 2020.
- (11) Effective January 17, 2020, Mr. Lalonde resigned as the Company's COO.
- (12) USD/CAD on December 31, 2020: 1.273

On December 29, 2020, Mr. Michael Best was appointed a Chief Financial Officer of the Company. Mr. Hippola was terminated as the CFO of the Company effective December 29, 2020 and was resigned as director on February 24, 2021.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to all Named Executive Officers and directors by the Company or any of its subsidiaries during the fiscal year ended December 31, 2019 for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries:

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security on date of grant (\$) ⁽¹⁾	Closing Price of Security on date at year end (\$) ⁽¹⁾	Expiry Date
Daniel Nelson, Director, CGO, and former CEO ⁽²⁾⁽⁸⁾	Stock Option	784,624 options to purchase 784,624 shares;	Jun 1, 2016 ⁽¹⁾	\$0.01	N/A	\$0.12	Jun 1, 2026
		392,312 options to purchase 392,312 shares;	Jan 1, 2018 ⁽¹⁾	\$0.05	N/A	\$0.12	Jan 1, 2028
		392,312 options to purchase 392,312 shares 8.95%	Nov 26, 2018	\$0.18	N/A	\$0.12	Nov 26, 2028

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security on date of grant (\$) ⁽¹⁾	Closing Price of Security on date at year end (\$) ⁽¹⁾	Expiry Date
Manoj Hippola ⁽⁸⁾ Director, Chief Financial Officer, and Corporate Secretary	Stock Option	392,312 options to purchase 392,312 shares;	June 1, 2016 ⁽¹⁾	\$0.01	N/A	\$0.12	Jun 1, 2026
		196,156 options to purchase 196,156 shares;	Jan 1, 2018 ⁽¹⁾	\$0.05	N/A	\$0.12	Jan 1, 2028
		980,780 options to purchase 980,780 shares 12.02%	Nov 26, 2018 ⁽¹⁾	\$0.18	N/A	\$0.12	Nov 26, 2028
Connor Cruise ⁽³⁾⁽⁸⁾⁽⁹⁾ Director, interim CEO and former CFO	Stock Option	266,295 options to purchase 266,295 shares	Oct 10, 2018	\$0.15	N/A	\$0.12	Oct 10, 2028
	RSU's	180,000 options to purchase 180,000 shares 3.42%	May 17, 2019	\$0.50	N/A	\$0.12	May 17, 2029
	RSU's	1,300,000 65.0%	July 6, 2020	N/A	\$0.08	\$0.03	July 6, 2030
Cy Scott ⁽⁸⁾⁽⁹⁾ Director	Stock Option	196,156 options to purchase 196,156 shares 1.50%	Nov 26, 2018	\$0.18	N/A	\$0.12	Nov 26, 2028
	RSU's	200,000	July 6, 2020	N/A	\$0.08	\$0.03	July 6, 2030
	RSU's	150,000 17.5%	Nov 23, 2020	N/A	\$0.035	\$0.03	N/A

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security on date of grant (\$) ⁽¹⁾	Closing Price of Security on date at year end (\$) ⁽¹⁾	Expiry Date
Murray Hinz ⁽⁹⁾ Director	RSU's	250,000	July 6, 2020	N/A	\$0.08	\$0.03	July 6, 2030
		100,000 17.5%	Nov 23, 2020	N/A	\$0.035	\$0.03	N/A
Megan Sanders ⁽⁴⁾⁽⁸⁾ Former Director	Stock Option	392,312 options to purchase 392,312 shares;	Jun 1, 2016 ⁽¹⁾	\$0.01	N/A	\$0.12	Jun 1, 2026
		196,156 options to purchase 196,156 shares;	Jan 1, 2018 ⁽¹⁾	\$0.05	N/A	\$0.12	Jan 1, 2028
		196,156 options to purchase 196,156 shares 6.01%	Nov 26, 2018	\$0.18	N/A	\$0.12	Nov 26, 2028
Joshua Babyak ⁽⁵⁾⁽⁸⁾ Former Director	Stock Option	1,463,029 options to purchase 1,463,029 shares;	Jan 1, 2018	\$0.05	N/A	\$0.12	Jan 1, 2028
		196,156 options to purchase 196,156 shares; 12.71.%	Nov 26, 2018	\$0.18	N/A	\$0.12	Nov 26, 2028
Ian Rapsey ⁽⁶⁾ Former Director	Stock Option	N/A	N/A	N/A	N/A	N/A	N/A
Patrick Lalonde ⁽⁷⁾⁽⁸⁾ , former COO	Stock Option	980,780 options to purchase 980,780 shares;	Nov 26, 2018	\$0.18	N/A	\$0.12	Nov 26, 2028
		1,500,000 options to purchase 1,500,000 shares; 19.01%	Jan 16, 2020	\$0.25	\$0.12	\$0.03	Jan 16, 2030

Notes:

- (1) The Company's Common Shares commenced trading on the Exchange on September 27, 2019.
- (2) Mr. Nelson, resigned as the CEO of the Company and took on the role of CGO effective January 13, 2020. Mr. Nelson remained a member of the Board.
- (3) Mr. Cruise was appointed a director of the Company on April 3, 2018. Mr. Cruise was appointed interim Chief Executive Officer on June 5, 2020.
- (4) Ms. Sanders was appointed a director on May 14, 2019 and resigned as director on June 5, 2020. 200,244 of Ms. Sanders' unvested options were cancelled following her resignation.
- (5) Mr. Babyak was appointed a director on May 14, 2019 and resigned as a director on May 18, 2020. 126,685 of Mr. Babyak's unvested stock options were cancelled following his resignation.
- (6) Mr. Rapsey was appointed a director on November 18, 2019 and resigned as director on June 5, 2020. 100,000 options issued to Mr. Rapsey subsequent to the year end were duly cancelled.
- (7) Effective January 17, 2020, Mr. Lalonde resigned as the Company's COO and subsequent to December 31, 2019 was granted 1,500,000 options to purchase 1,500,000 shares at \$0.25.
- (8) As at the record date, the following directors and officers held the following stock options of the Company entitling them to purchase one common share:

Name	Date of Grant	No. of Optioned Shares	Exercise Price (CAD)	Expiry Date
Daniel Nelson	01-Jun-16	784,624	\$0.01	01-Jun-26
Manoj Hippola	01-Jun-16	392,312	\$0.01	01-Jun-26
Daniel Nelson	01-Jan-18	392,312	\$0.05	01-Jan-28
Manoj Hippola	01-Jan-18	196,156	\$0.05	01-Jan-28
Connor Cruise	10-Oct-18	266,295	\$0.15	10-Oct-28
Daniel Nelson	26-Nov-18	392,312	\$0.18	26-Nov-28
Manoj Hippola	26-Nov-18	980,780	\$0.18	26-Nov-28
Cy Scott	26-Nov-18	196,156	\$0.18	26-Nov-28
Connor Cruise	17-May-19	180,000	\$0.50	17-May-29
Patrick Lalonde	16-Jan-20	1,500,000	\$0.25	16-Jan-30

- (9) Restricted Stock Units (RSU'S) were granted to various Director's and Officers of the Company. On July 6, 2020, 1,300,000 RSU's were granted to Connor Cruise with 260,000 vesting on June 7 each year beginning June 7, 2021, or upon change of control and 130,000 vesting upon a financing of \$500,000 or change of control. On July 6, 2020, Cy Scott was granted 200,000 RSU's with 1/3 vesting after the 1st year and 1/36th each month thereafter. Alternatively, all to vest upon Change of Control. On July 6, 2020, Murray Hinz was granted 250,000 RSU's with 1/3 vesting after the 1st year and 1/36th each month thereafter. Alternatively, all to vest upon Change of Control. On November 23, 2020, Cy Scott and Murray Hinz were granted 150,000 and 100,000 RSU's respectively with 100% of the RSU's vesting on the issue date.

Subsequent to the year end December 31, 2020, the Company issued the following stock options:

Name	Date of Grant	No. of Optioned Shares	Exercise Price (CAD)	Expiry Date
Mike Best	19-Feb-21	260,000	\$0.07	19-Feb-31

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by the Company's Named Executive Officers and directors during the fiscal year ended December 31, 2020.

Employment, Consulting and Management Agreements

Connor Cruise Employment Agreement

The Company has an employment agreement with Connor Cruise for the provision of Interim CEO services (the "**Cruise Employment Agreement**"). Under the Cruise Employment Agreement, the Company pays Mr. Cruise an annual base salary of \$160,000 CAD per annum. At the discretion of the Board, Mr. Cruise may be entitled to a bonus.

In addition to the bonus, Mr. Cruise will be entitled to business performance incentives upon meeting the following performance targets:

- (i) Upon completion of a financing gross proceeds of every \$500,000 CAD,
 - a. Mr. Cruise will be entitled to a lump sum bonus of USD \$13,000; and
 - b. Base salary increase of \$9,000 CAD to a maximum of \$250,000 CAD.
- (ii) Upon the Company receiving \$5,000,000 CAD in audited annual revenue, Mr. Cruise shall be entitled to a lump sum bonus of USD \$100,000.
- (iii) In the event of a Change of Control, Mr. Cruise shall be entitled to USD \$30,000.

The Cruise Employment Agreement may be terminated under any of the following (a) Voluntary (without good reason) upon four (4) weeks' advance written notice given to the Company; (b) Voluntary (with good reason) by Mr. Cruise within five (5) business days following an event constituting good reason, by written notice, provided, however, that the Company shall have 15 business days following receipt of written notice describing the event constituting good reason to cure such event, and if the Company cures such event, any such termination by Mr. Cruise will no longer be deemed to constitute a termination with good reason; (c) without good cause by the Company at any time upon provision of payments noted below; (d) for good cause by the Company may immediately terminate the Cruise Employment Agreement and Mr. Cruise's employment with the Company for good cause by written notice; (e) upon Mr. Cruise's death; and (f) upon Mr. Cruise's permanent disability.

If the Company terminates Mr. Cruise's employment without good cause, then the Company shall pay to Mr. Cruise, in addition to the amounts payable generally upon termination, the following severance payments: (i) three month's base salary if terminated prior to one year of service and (ii) 6 months of base salary if terminated at any point on or after one year of service.

An estimate of the amount payable to Mr. Cruise if the Cruise Employment Agreement were to be terminated is \$80,000.

Mike Best Employment Agreement

The Company has an employment agreement with Mike Best for the provision of CFO services (the "**Best Employment Agreement**"). Under the Best Employment Agreement, the Company pays Mr. Best an annual base salary of \$120,000 CAD per annum. At the discretion of the Board, Mr. Best may be entitled to a bonus.

The Best Employment Agreement may be terminated under any of the following (a) Voluntary (without good reason) upon four (4) weeks' advance written notice given to the Company; (b) Voluntary (with good reason) by Mr. Best within five (5) business days following an event constituting good reason, by written notice, provided, however, that the Company shall have 15 business days following receipt of written notice describing the event constituting good reason to cure such event, and if the Company cures such event, any such termination by Mr. Best will no longer be deemed to constitute a termination with good reason; (c) without good cause by the Company at any time upon provision of payments noted below; (d) for good cause by the Company may immediately terminate the Best Employment Agreement and Mr. Best's

employment with the Company for good cause by written notice; (e) upon Mr. Best's death; and (f) upon Mr. Best's permanent disability.

In the event Mr. Best terminates his employment under the Best Employment Agreement voluntarily with good reason Mr. Best is entitled to receive a lump sum payment equal to (i) \$30,000 CAD if terminated prior to June 29, 2021 and (ii) \$60,000 CAD if terminated at any point on or after June 29, 2021. If the Company terminates Mr. Best's employment without good cause, then the Company shall pay to Mr. Best, in addition to the amounts payable generally upon termination, the following severance payments: (i) one month's base salary if terminated prior to June 29, 2021 and (ii) 6 months of base salary if terminated at any point on or after June 29, 2021.

An estimate of the amount payable to Mr. Best if the Best Employment Agreement were to be terminated is \$60,000.

Directors' Compensation

Our director compensation program is designed to attract and retain global talent to serve on our Board, taking into account the risks and responsibilities of being an effective director. Currently, the directors receive no compensation in their capacity as directors other than the grant of stock options from time to time. The allocation of stock options is made by the Board as a whole.

All directors are entitled to be reimbursed for expenses reasonably incurred by them in their capacity as directors.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director, proposed nominee for election as director, executive officer or their respective associates or affiliates, other management of the Company, employees, or former executive officers, directors or employees were indebted to the Company or any of its subsidiaries or is or has been indebted to another entity where such indebtedness is or has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, as of the end of the most recently completed financial year or as at the date hereof, other than routine indebtedness.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following table provides information regarding compensation plans under which equity securities of the Company are authorized for issuance in effect as of the end of the Company's most recently completed financial year:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (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 Shareholders	Nil	N/A	N/A
Equity Compensation Plans Not Approved By Shareholders ⁽¹⁾	14,797,900	\$0.123	6,931,125
Total:	14,797,900	\$0.123	6,931,125

Note:

(1) The Company's Board of Directors adopted the Share Compensation Plan prior to the Company's common shares being listed on the Exchange. For terms of the Share Compensation Plan, see "*Share Compensation Plan*". The Share Compensation Plan is a 15% "rolling" plan pursuant to which the number of Common Shares which may be issued pursuant to RSUs and Options granted under the Share Compensation Plan.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR website located at www.sedar.com "Company Profiles - Wikileaf Technologies Inc." The Company's financial information is provided in the Company's audited comparative financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR website at the location noted above.