



ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

**NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR**

To be held on Friday, June 3, 2022

Dated: April 22, 2022



NOTICE AND ACCESS NOTIFICATION TO SHAREHOLDERS

Dear Shareholder:

You are receiving this notification because GameOn Entertainment Technologies Inc.'s ("**GameOn**" or the "**Company**") has opted to use the notice and access process for the delivery of the meeting materials to its registered and non-registered (or beneficial) shareholders for its annual general meeting of shareholders (the "**Meeting**"). Under notice and access, instead of receiving paper copies of the Company's Notice of Annual General Meeting, form of Proxy and Information Circular (the "**Circular**") (collectively, the "**Proxy Materials**"), you, as a shareholder of the Company, are receiving this Notice and Access Notification (the "**Notification**") with information on how you may access such Proxy Materials, including the Circular, electronically. With this Notification, you will also receive a proxy or voting instruction form, as applicable, allowing you to vote by proxy, so your votes will be counted in the resolution votes at the Meeting. This alternative means of delivery is an environmentally responsible and cost-effective way to deliver Proxy Materials to the Company's shareholders. You will also receive a Financial Statements Request Form which, when completed and returned to the Company, allows you to inform the Company of your choice to receive electronic or paper copies of the Company's annual and/or interim financial statements for the following year.

The Meeting will be conducted virtually, at <https://zoom.us/join> use Meeting ID: 811 6446 2419 and Passcode: 737340 or <https://us06web.zoom.us/j/81164462419?pwd=MG5COENjaVBTY05jdjVQU0krWkhKdz09> on Friday, June 3, 2022 at 12:00 p.m. (Eastern Time) / 9:00 a.m. (Pacific Time). In order to assist with the attendance, Shareholders are asked to log into the Meeting with their *First and Last Names*.

Shareholders will be asked to consider and vote on the following matters:

1. to receive the audited consolidated financial statements of the Company for the financial year ended December 31, 2021, together with the report of the auditor thereon;
2. to fix the number of directors of the Company to be elected at five (5);
3. to elect directors of the Company for the ensuing year;
4. to appoint Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors to fix the auditor's remuneration;
5. to consider, and if deemed appropriate, with or without variation, a resolution by the disinterested shareholders approving the equity incentive plan as more fully described in the Circular (the "**Equity Incentive Plan**"); and
6. to transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

The record date for the Meeting is April 22, 2022. For detailed information regarding each of the above matters, please refer to the section 3 of the Circular titled "Particulars of Matters to be Acted Upon". **GameOn urges shareholders to review the management proxy materials, in particular, the Circular, prior to voting.**

GameOn is continuously monitoring development of the ongoing coronavirus COVID-19 pandemic and puts health and well-being of its shareholders, management, employees, consultants and advisors first, and encouraging its shareholders to vote their shares by submitting their proxy (or voting instruction form) in advance. Shareholders will not be able to attend the Meeting in person.

ACCESSING MEETING MATERIALS ONLINE

You may view the Circular, as well as GameOn's audited consolidated financial statements for the year ended December 31, 2021 and management's discussion and analysis, online on GameOn's website at <https://gameon.app> and under GameOn's profile on SEDAR at www.sedar.com

REQUESTING A PRINTED COPY OF THE PROXY MATERIALS

You may request to receive paper copies of the proxy materials related to the above referenced meeting by mail at no cost. Requests for paper copies must be received at least 7 business days prior to Wednesday, June 1, 2022, through GameOn's website <https://gameon.app>, or by calling our transfer agent Odyssey Trust Company at the number listed below in order to receive the paper copy in advance of the meeting. Shareholders may request to receive a paper copy of the Materials for up to one year from the date the Materials were filed on www.sedar.com.

For more information regarding notice-and-access or to obtain a paper copy of the Materials you may contact our transfer agent, Odyssey Trust Company, via www.odysseycontact.com or by phone at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America).

VOTING PROCESS

Please note that you cannot vote by returning this notice-and-access notification.

Registered Shareholders:

Registered shareholders may vote at the Meeting; however, the Company encourages registered shareholders to vote their shares in advance using one of the methods described below.

Mail	Shareholders may vote by mail by signing, dating and returning their proxy to our transfer agent, Odyssey Trust Company, at the following address: 1230 – 300 5th Avenue S.W., Calgary, AB, T2P 3C4
Fax	Please scan and fax both pages of your completed, signed form of proxy to 1-800-517-4553
Email	Please scan and email both pages of your completed, signed form of proxy to proxy@odysseytrust.com
Internet	Shareholders may vote over the Internet by following the instructions on the Proxy
Questions?	Contact Odyssey Trust Company https://odysseytrust.com/TransferAgent/Contact or toll-free 1-888-290-1175

Non-registered shareholders: You should carefully follow the instructions of your intermediary, including those regarding when and where the completed proxy or voting instruction form is to be delivered or otherwise submitted. You may also refer to the section 1 of the Circular titled "General Proxy and Voting Information" for further information. There may be deadlines for non-registered shareholders that are earlier than the deadline for proxies from registered shareholders set out above. Shareholders are reminded to review the Circular prior to voting as it contains important information about the matters to be voted upon.

We value your opinion and participation in the Meeting as a Shareholder of GameOn Entertainment Technologies Inc.

DATED at Vancouver, British Columbia, this 22 day of April, 2022.

By Order of the Board of Directors

"Matthew Bailey"

Matthew Bailey

Chief Executive Officer, President and Director

GAMEON ENTERTAINMENT TECHNOLOGIES INC.

Suite 401, 750 West Pender Street
Vancouver, British Columbia, Canada V6C 2T7

MANAGEMENT INFORMATION CIRCULAR

The information contained in this management information circular (this “**Circular**”) is as of April 22, 2022, unless otherwise noted.

This Circular is furnished in connection with the solicitation of proxies by the management of GameOn Entertainment Technologies Inc. (the “Company”) for use at the annual general and special meeting (the “Meeting”) of holders of common shares of the Company (“Shareholders”) that is to be held virtually on at the time and place and for the purposes set forth in the accompanying notice of the Meeting.

In this Circular, references to the “**Company**”, “**we**”, “**our**” and “**GameOn**” refer to GameOn Entertainment Technologies Inc. “**Common Shares**” means common shares in the capital of the Company. “**Beneficial Shareholders**” means holders of Common Shares who do not hold their Common Shares in their own name and “**Intermediaries**”, as defined herein, refers to brokers, investment firms, clearing houses and similar entities that hold securities on behalf of Beneficial Shareholders.

The Company is relying on the “notice-and-access” delivery procedures outlined in this Circular to distribute copies of proxy-related materials in connection with the Meeting. See “Notice and Access” below for further information.

All dollar amounts presented in this Circular are in Canadian dollar amounts, unless otherwise stated.

SECTION 1 – GENERAL PROXY AND VOTING INFORMATION

SOLICITATION OF PROXIES

The solicitation of proxies will primarily be made by sending proxy materials to Shareholders by mail, and in relation to the delivery of this Circular, by filing it under the Company’s profile on the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) at www.sedar.com pursuant to Notice and Access (as defined hereunder). The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact and such solicitation will be made without special compensation granted to the directors, officers and employees of the Company. The Company does not reimburse shareholders, nominees or agents for costs incurred in obtaining, from their principals, authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this Circular and proxy materials to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone 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 anyone to whom it is unlawful to make such an offer of solicitation.

NOTICE AND ACCESS

The Company has chosen to deliver the Meeting proxy materials, including the Notice and Access Notification to Shareholders (the "**Notification**"), the Notice of Annual General and Special Meeting of Shareholders and the Circular and a form of Proxy (the "**Proxy**") (together, the "**Proxy Materials**") using Notice-and-Access provisions, which govern the delivery of proxy-related materials to Shareholders utilizing the internet. Notice-and-Access provisions are found in section 9.1.1 of National Instrument 51-102 – Continuous Disclosure Obligations ("**NI 51-102**"), for delivery to Registered Shareholders, and in section 2.7.1 of National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer ("**NI 54-101**"), for delivery to beneficial Shareholders (together, the "**Notice-and-Access Provisions**"). Notice-and-Access Provisions allow the Company to deliver Proxy Materials to Shareholders by posting them on a non-SEDAR website (usually the reporting issuer's website or the website of their transfer agent), provided that the conditions of NI 51-102 and NI 54-101 are met, rather than by printing and mailing all of the Proxy Materials, in particular the Circular.

Notice-and-Access Provisions can be used to send proxy materials for both annual and special meetings of the Shareholders. The Shareholders may still choose to receive a paper copy of the Circular, and are entitled to request a paper copy of the Circular be mailed to them at the Company's expense.

Use of Notice-and-Access Provisions reduces paper waste and the Company's printing and mailing costs. Under Notice-and-Access Provisions the Company must mail a Notification and a form of proxy or voting instruction form, as applicable (together, the "**Notice Package**") to each Shareholder, including Registered and Beneficial Shareholders, indicating that the Proxy Materials have been posted online and explaining how a Shareholder can access them; and how they may obtain a paper copy of the Circular, from the Company. The Circular has been posted in full, together with the Notification, the Notice of Annual General and Special Meeting and the Proxy, on the Company's website at <https://gameon.app> and under the Company's SEDAR profile at www.sedar.com.

HOW TO OBTAIN A PAPER COPY OF THE CIRCULAR

Any Shareholder may request a paper copy of the Circular be mailed to them, at no cost, by contacting the Company at 750 West Pender Street, Suite 401, Vancouver, British Columbia V6C 2T7; by telephone: 604-428-7050; or by contacting the Company's transfer agent Odyssey Trust Company at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America). A Shareholder may also use the toll-free number noted above to obtain additional information about Notice-and-Access Provisions.

To allow adequate time for a Shareholder to receive and review a paper copy of the Circular and then to submit their vote by 12:00 p.m. (Eastern Time) / 9:00 a.m. (Pacific Time) on Wednesday, June 1, 2022 (the "**Proxy Deadline**"), a Shareholder requesting a paper copy of the Circular as described above, should ensure such request is received by the Company no later than 7 business days before the Proxy Deadline.

Under Notice-and-Access Provisions, Proxy Materials must be available for viewing for up to one year from the date of posting and a paper copy of the Circular can be requested at any time during this period. To obtain a paper copy of the Circular after the Meeting date, please contact the Company.

Pursuant to Notice-and-Access Provisions, the Company has set the record date for the Meeting to be at least 40 days prior to the Meeting in order to ensure there is sufficient time for the Proxy Materials to be

posted on the applicable website and for them to be delivered to Shareholders. The form of notice-and-access notification in the Company's notice package must (i) provide basic information about the Meeting and the matters to be voted on; (ii) explain how a Shareholder can obtain a paper copy of the Circular and any related financial statements and management discussion and analysis; (iii) explain the Notice-and-Access Provisions process; all of which are included in the Notification. The Notice Package, which is being mailed to Shareholders by the Company, in each case includes the applicable voting document: the Proxy for Registered Shareholders; or a VIF in the case of Non-Registered (Beneficial) Shareholders.

Also, pursuant to Notice-and-Access Provisions, since the Company has not previously utilized Notice-and-Access Provisions for delivery of its annual meeting proxy materials, the Company ensured there are a minimum of 25 days between the date the company SEDAR files Notice of Meeting and Record Dates and the stipulated record date of the meeting.

The Company will not use a procedure known as 'stratification' in relation to its use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using Notice-and-Access Provisions also provides a paper copy of its management information circular to some of its shareholders with the notice package. All Shareholders will receive only the notice package, which must be mailed to them pursuant to Notice-and-Access Provisions, and which will not include a paper copy of the Circular. All Proxy Materials, which have the information a Shareholder requires to vote in respect of all resolutions to be voted on at the Meeting, will be posted online. Shareholders will not receive a paper copy of the Circular from the Company, or from any intermediary, unless a Shareholder specifically requests one.

All Shareholders may call 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America) in order to obtain additional information relating to Notice-and-Access Provisions or to request a paper copy of the Circular, up to and including the date of the Meeting, including any adjournment of the Meeting.

WHO CAN VOTE

If you are a registered Shareholder of the Company as at **April 22, 2022**, you are entitled to notice of and to attend at the Meeting and cast a vote for each share registered in your name on all resolutions put before the Meeting. If the Common Shares are registered in the name of a corporation, a duly authorized officer of that corporation may attend on its behalf but documentation indicating such officer's authority should be presented at the Meeting. If you are a registered Shareholder but do not wish to, or cannot, attend the Meeting you can appoint someone who will attend the Meeting and act as your proxyholder to vote in accordance with your instructions (see "*Voting by Proxy*" below). If your Common Shares are registered in the name of a "nominee" (usually a bank, trust company, securities dealer, financial institution or other intermediary ("**Intermediary**" or "**Intermediaries**", as appropriate)) you should refer to the section entitled "**Non-Registered Shareholders**" set out below.

It is important that your Common Shares be represented at the Meeting regardless of the number of Common Shares you hold. If you will not be attending the Meeting, we invite you to complete, date, sign and return your form of proxy as soon as possible so that your Common Shares will be represented.

VOTING BY PROXY

If you do not come to the Meeting, you can still make your votes count by appointing someone who will be there to act as your proxyholder. You can either tell that person how you want to vote or you can let him or her decide for you. You can do this by completing a form of proxy.

In order to be valid, you must return the completed form of proxy to the Company's transfer agent, Odyssey Trust Company (the "**Transfer Agent**"), located at 1230 – 300 5th Avenue S.W., Calgary, AB, T2P 3C4, Attention: Proxy Department, or by fax at 1-800-517-4553, email at proxy@odysseytrust.com or by

online voting, not later than 48 hours, excluding Saturdays, Sundays and holidays, prior to the time fixed for the Meeting or any adjournments thereof.

WHAT IS A PROXY

A form of proxy is a document that authorizes someone to attend the Meeting and cast your votes for you. We have enclosed a form of proxy with this Circular. You should use it to appoint a proxyholder, although you can also use any other legal form of proxy.

APPOINTMENT OF PROXYHOLDERS

The persons named as management proxyholders to represent registered Shareholders at the Meeting are Matthew Bailey, Chief Executive Officer and a director of the Company and Sheri Rempel, Chief Financial Officer of the Company (collectively, the “**Management Proxyholders**”).

A Shareholder wishing to appoint some other person or company (who need not be a Shareholder) to represent him or her at the Meeting has the right to do so, either by inserting such person’s or company’s name in the blank space provided in the form of proxy or by completing another form of proxy. Such a Shareholder should notify the nominee of his or her appointment, obtain his or her consent to act as proxy and instruct him or her on how the Shareholder’s Common Shares are to be voted or withheld from voting. In any case, the form of proxy should be dated and executed by the Shareholder or his/her attorney authorized in writing, or if the Shareholder is a company, under its corporate seal, or by an officer or attorney thereof duly authorized.

Similar procedures should be followed by a non-registered Shareholder with respect to the completion of a voting instruction form (“**VIF**”) provided by such Shareholder’s Intermediary, although the Shareholder should read the instructions on his or her VIF and, if necessary, confirm the instructions with his or her Intermediary. If a non-registered Shareholder wishes to attend the Meeting to vote in person, the Shareholder must instruct the Intermediary to appoint him or her as a proxyholder.

A proxy will not be valid for the Meeting or any adjournment thereof unless the completed, signed and dated form of proxy is delivered to the office of the Transfer Agent by mail or by hand, not later than 48 hours (excluding Saturdays, Sundays and holidays) before the commencement of the Meeting.

The Company has sent the Notice Package, to all eligible Shareholders informing them that this Circular is available online and explaining how this Circular may be accessed. The Company will not directly send the Notice Package to Beneficial Shareholders (as defined below). Instead, the Company will pay the Intermediaries for the distribution to Beneficial Shareholders whose Common Shares are held by or in the custody of such Intermediaries. Such Intermediaries are required to forward the Notice Package to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive it. The solicitation of proxies from Beneficial Shareholders will be carried out by the Intermediaries or by the Company if the names and addresses of the Beneficial Shareholders are provided by Intermediaries. The Company will pay the permitted fees and costs of Intermediaries incurred in connection with the distribution of the Notice Package.

Instructing Your Proxy

You may indicate on your form of proxy how you wish your proxyholder to vote your Common Shares or withhold them from voting. To do this, simply mark the appropriate boxes on the form of proxy. If you do this, your proxyholder must vote your Common Shares or withhold them from voting in accordance with the instructions you have given.

If you do not give any instructions as to how to vote on a particular issue to be decided at the Meeting, your proxyholder can vote your Common Shares as he or she thinks fit. If you have appointed the persons designated in the form of proxy as your proxyholder they will, unless you give contrary instructions, vote your Common Shares IN FAVOUR of each of the items of business being considered at the Meeting.

For more information about these matters, see Section 3 – Particulars of Matters to be Acted Upon. **The enclosed form of proxy gives the persons named on it the authority to use their discretion in voting on amendments or variations to matters identified in the Notice of Meeting.** At the time of printing this Circular, management of the Company is not aware of any other matter to be presented for action at the Meeting. If, however, other matters do properly come before the Meeting, the persons named on the enclosed form of proxy will vote on them in accordance with their best judgment, pursuant to the discretionary authority conferred by the form of proxy with respect to such matters.

Revocation of Proxies

If you want to revoke your proxy after you have delivered it, you can do so at any time before it is used. You may do this by: (a) attending the Meeting via teleconference and voting in person; (b) signing a proxy bearing a later date; (c) signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to the Company at 750 West Pender Street, Suite 401, Vancouver, British Columbia, Canada V6C 2T7; or (d) in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 5:00 p.m. (Vancouver time) on the last business day before the day of the Meeting, or any adjournment thereof, or delivered to the person presiding at the Meeting before it (or any adjournment) commences. If you revoke your proxy and do not replace it with another that is deposited with us before the deadline, you can still vote your shares but to do so you must attend the Meeting via teleconference. **Only registered Shareholders may revoke a proxy. If your Common Shares are not registered in your own name and you wish to change your vote, you must arrange for your nominee to revoke your proxy on your behalf (see below under “Non-Registered Shareholders”).**

REGISTERED SHAREHOLDERS

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting via teleconference. Registered Shareholders electing to submit a proxy may do so by completing the form of proxy and returning it to the Company’s Transfer Agent, no later than 12:00 p.m. (Eastern Time) / 9:00 a.m. (Pacific Time) on Wednesday, June 1, 2022, or at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of any adjournment or postponement of the Meeting.

NON-REGISTERED SHAREHOLDERS

The following information is of significant importance to Shareholders of the Company who do not hold Common Shares in their own name. These Shareholders are called Beneficial Shareholders. 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 Common Shares).

If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder’s name on the records of the Company. Such Common Shares will more likely be registered under the name of the Shareholder’s broker or an agent of that broker. In the United States the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many United States brokerage firms and custodian banks), and in Canada, 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

You should carefully follow the instructions of your broker or Intermediary in order to ensure that your Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker 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 your behalf. Many brokers delegate responsibility for obtaining instructions from clients to an investor communication service (“ICS”) in Canada/the United States. The ICS will typically mail a voting instruction form in lieu of a proxy provided by the Company. The voting instruction form will name the same persons as the Company’s Proxy to represent you at the Meeting. **You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the voting instruction form.** The completed voting instruction form must then be returned to the ICS by mail or facsimile or given to the ICS by phone or over the internet, in accordance with the ICS’ instructions. The ICS then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. If you receive a voting instruction form from an ICS, you cannot use it to vote Common Shares directly at the Meeting - the voting instruction form must be completed and returned to the ICS, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.

Although as a beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker, you, or a person designated by you, may attend at the Meeting as proxy holder for your broker and vote your Common Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your Common Shares as proxy holder for your broker, or have a person designated by you do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the voting instruction form provided to you and return the same to your broker in accordance with the instructions provided by such broker (or agent), 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 at the Meeting and vote your Common Shares.

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

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

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the United States *Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware

that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws. The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *BCBCA*, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

RECORD DATE AND QUORUM

The Company has set the close of business on April 22, 2022, as the record date (the “**Record Date**”) for the Meeting. Only the Shareholders of record as at the Record Date are entitled to receive notice of and to vote at the Meeting, unless after that date a Shareholder of record transfers his or her Common Shares and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he or she owns such shares, requests at least ten (10) days prior to the Meeting that the transferee’s name be included in the list of Shareholders entitled to vote, in which case such transferee is entitled to vote such shares at the Meeting.

Under the Articles of the Company, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at the Meeting is one Shareholder present in person (or, being a corporation, partnership, trust, or other non-individual legal entity represented in accordance with the provisions of the *Business Corporations Act* (British Columbia), as amended (the “*BCBCA*”)), or by proxy holding not less than one voting share of the Company entitled to be voted at the Meeting.

SECTION 2 – VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

VOTING OF COMMON SHARES

The Company is authorized to issue an unlimited number of Common Shares without par value of which 64,730,846 Common Shares were issued and outstanding as of the Record Date. The holders of the Company’s Common Shares of record at the Record Date are entitled to vote such shares at the Meeting on the basis of one vote for each Common Share held. There are no classes of restricted securities.

The issued and outstanding Common Shares are listed for trading on the Canadian Securities Exchange (the “**CSE**”) under the symbol GET and quoted on the OTC Markets under the symbol GMETF.

PRINCIPAL HOLDERS OF COMMON SHARES

To the knowledge of the directors and executive officers of the Company, as at the Record Date, there are no Shareholders who beneficially own, directly or indirectly, or exercise control or direction over Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company, other than disclosed below:

Shareholder Name	Number of Common Shares	Percentage of Issued Common Shares ⁽¹⁾
Victory Square Technologies Inc.	13,947,194 ⁽²⁾	21.55% ⁽³⁾

(1) Based on 64,730,846 Common Shares issued and outstanding as of April 22, 2022.

(2) This information pulled from SEDI (System for Electronic Disclosure by Insiders).

(3) Percentage rounded to two decimal places.

SECTION 3 – PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Company’s directors, only the matters to be placed before the Meeting are

those referred to in the notice of meeting accompanying this Circular. However, should any other matters properly come before the Meeting, the Common Shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgement of the persons voting the Common Shares represented by the proxy.

Additional detail regarding each of the matters to be acted upon at the Meeting is set forth below.

FINANCIAL STATEMENTS

The board of directors of the Company (the “**Board**” or the “**Board of Directors**”) has approved the audited financial statements of the Company for the fiscal year ended December 31, 2021, together with the auditor’s report (the “**Financial Statements**”) thereon. The Financial Statements will be presented to the Shareholders at the Meeting.

Copies of the Financial Statements will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Company at 750 West Pender Street, Suite 401, Vancouver, British Columbia, Canada V6C 2T7. These documents are also available under the Company’s profile on SEDAR (www.SEDAR.com).

Management will review the Company’s financial results at the Meeting and Shareholders and proxyholders will be given an opportunity to discuss these results with management. **No approval or other action needs to be taken at the Meeting in respect of these documents.**

FIXING THE NUMBER OF DIRECTORS

Directors of the Company are elected for a term of one year. The term of office of each of the nominees proposed for election as a director will expire at the Meeting, and each of them, if elected, will serve until the close of the next annual general meeting, unless he resigns or otherwise vacates office before that time. Under the Company’s Articles and pursuant to the *BCBCA*, the number of directors may be set by ordinary resolution but shall not be fewer than three. The Company currently has **five (5)** directors, all of whom are being put forward by management of the Company for re-election at the Meeting. It is proposed that the number of directors to be elected to hold office until the next annual general meeting of Shareholders or until their successors are elected or be appointed be set at **five (5)** directors.

The Company’s management recommends that the Shareholders vote IN FAVOUR of the resolution setting the number of directors at five (5). Unless you give other instructions, the Management Proxyholders intend to vote FOR the resolution setting the number of directors at five (5).

ELECTION OF DIRECTORS

The term of office of all current directors of the Company expires at the time of the Meeting but they are eligible for re-election or re-appointment. Unless the director’s office is earlier vacated in accordance with the provisions of the *BCBCA* or the Articles of the Company, each director elected will hold office until the next annual general meeting of the Company, or until his or her successor is duly elected or appointed, unless his or her office is earlier vacated.

It is proposed that the below-stated nominees be elected at the Meeting as directors of the Company for the ensuing year. **The persons designated in the enclosed form of proxy, unless instructed otherwise, intend to vote FOR the election to the Board of the nominees listed below.** Management does not contemplate that any of the nominees will be unable to serve as a director but, if that should occur for any reason prior to the Meeting, the persons designated in the enclosed form of proxy reserve the right to vote for other nominees in their discretion.

Pursuant to the Advance Notice Provisions contained in the Articles of the Company, any additional director nominations for the Meeting must have been received by the Company in accordance with the provisions. As no such nominations were received by the Company, management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

The following table sets out the names of management's nominees for election as directors; all offices in the Company each nominee now holds; each nominee's principal occupation, business or employment; the period of time during which each nominee has been a director of the Company; and the number of Common Shares of the Company beneficially owned by each nominee, directly or indirectly, or over which each nominee exercised control or direction, as at the Record Date.

Name, Municipality of Residence and Position Held	Principal Occupation for the Past Five (5) Years	Director of the Company Since	Common Shares Beneficially Owned or Controlled, Directly or Indirectly⁽¹⁾
Matthew Bailey <i>Florida, USA</i> CEO & Director	Founder, GameOn App Inc.	December 1, 2020	6,158,905
Jon J Moses⁽²⁾⁽³⁾ <i>New York, USA</i> Director	Director, Take-Two Interactive Software, Inc.	February 10, 2021	95,143
Carey Dillen⁽²⁾⁽³⁾ <i>British Columbia, Canada</i> Director	President, YOGA	February 24, 2021	142,850
Shafin Diamond Tejani⁽²⁾⁽³⁾ <i>British Columbia, Canada</i> President, Secretary and Director	CEO and Director, Victory Square Technologies Inc., Chief Executive Officer/Founder, Victory Square Labs Inc.	January 14, 2021	267,459 ⁽⁴⁾
Katrina Palanca <i>Texas, USA</i> Director	Vice President of Global Partnerships for Spurs Sports & Entertainment, formerly Director of Sponsorship Strategy & Operations at Twitch.	January 25, 2022	Nil

(1) This information, not being within the knowledge of the Company, has been furnished by the respective nominees. Information provided as at the Record Date.

(2) Member of Audit Committee.

(3) Member of Compensation, Nomination and Governance Committee.

(4) Mr. Tejani controls 247,507 Common Shares indirectly through Victory Square Labs Inc., a company beneficially controlled by Mr. Tejani.

The Company's management recommends that the Shareholders vote IN FAVOUR of the resolution of the election of the proposed nominees as directors of the Company for the ensuing year. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the nominees named in this Circular.

APPOINTMENT OF AUDITORS

Dale Matheson Carr-Hilton LaBonte LLP, Chartered Accountants, is the independent registered certified auditor of the Company.

At the Meeting, Shareholders will be asked to approve the appointment of Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, located at Suite 1500, 1140 West Pender Street,

Vancouver, British Columbia, Canada V6E 4G1 as the auditor of the Company to hold office until the next Annual General Meeting of the Shareholders, or until a successor is appointed, at a remuneration to be fixed by the Board of Directors. See Section 5 – Audit Committee – External Auditor Service Fees.

The Company's management recommends that Shareholders vote in favour of the appointment of Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, as the Company's auditor for the ensuing year and grant the Board of Directors the authority to determine the remuneration to be paid to the auditor. **Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the appointment of Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, to act as the Company's auditor until the close of its next annual general meeting and also intend to vote FOR the proposed resolution to authorize the Board of Directors to fix the remuneration to be paid to the auditor.**

EQUITY INCENTIVE PLAN

At the Meeting, shareholders of the Company will be asked to consider and, if thought appropriate, to pass, with or without variation, an ordinary resolution in the form set out below, approving the adoption of a new equity incentive plan (the "**Equity Incentive Plan**"), a copy of which is attached as Schedule "A" to this Circular. The Company will maintain the Equity Incentive Plan in accordance with the policies and requirements of the Canadian Securities Exchange (the "**CSE**").

The Equity Incentive Plan provides for the grant of Stock Options, restricted share units ("**RSUs**") and deferred share units ("**DSUs**") (collectively, the "**Awards**"). Equity issued pursuant to Awards granted under the Equity Incentive Plan will consist of authorized but unissued Common Shares.

The Equity Incentive Plan will be administered by the Board; provided however, that the Board may at any time appoint a Committee to perform some or all of the Board's administrative functions hereunder; and provided further, that the authority of any Committee appointed will be subject to such terms and conditions as the Board may prescribe and will be coextensive with, and not in lieu of, the authority of the Board hereunder.

Directors who are eligible for Awards or have received Awards may vote on any matters affecting the administration of the Equity Incentive Plan or the grant of Awards, except that no such member will act upon the grant of an Award to himself or herself, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the grant of Awards to himself or herself.

The Board will have full authority to grant Awards under the Equity Incentive Plan. In particular, subject to the terms of the Equity Incentive Plan, the Board will have the authority: (i) to select the Participants to whom Awards may from time to time be granted hereunder (consistent with the eligibility conditions); (ii) to determine the type of Award to be granted to any Participant hereunder; (iii) to determine the number of Common Shares, if any, to be covered by each Award; and (iv) to establish the terms and conditions of each Award Agreement. The Board will have the authority to: (i) establish, amend and rescind such administrative rules, guidelines and practices governing the Equity Incentive Plan as it, from time to time, deems advisable; (ii) to interpret the terms and provisions of the Equity Incentive Plan, any Award issued under the Equity Incentive Plan, and any Award Agreement; and (iii) to otherwise supervise the administration of the Equity Incentive Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Equity Incentive Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Equity Incentive Plan.

Eligibility

Only persons who are *bona fide* directors, officers and employees of the Company or of an affiliate or of designated service providers, or designated service providers ("**Participants**"), are eligible to be granted Awards under the Equity Incentive Plan, provided that designated service providers (and directors, officers and employees of designated Service Providers) who are engaged to provide "Investor Relations

Activities” (as defined under the corporate finance policies of the CSE) are not eligible to be granted DSUs or RSUs.

Common Shares Subject to the Equity Incentive Plan

The Common Shares to be subject to or related to Awards under the Equity Incentive Plan will be authorized and unissued Common Shares of the Company. The maximum number of Common Shares that are issuable to Participants under Awards subject to this Equity Incentive Plan is that number of Common Shares equal to 15% of the issued and outstanding Common Shares from time to time.

Restrictions on Awards

The Equity Incentive Plan imposes the following restrictions on Common Shares subject to Awards:

- a. The aggregate number of Awards granted to one person (and corporations wholly owned by that person) in a 12-month period must not exceed 5% of the issued and outstanding Common Shares of the Company at the time of the grant (unless the Company has obtained the requisite approval from disinterested Shareholders);
- b. The number of Common Shares underlying RSUs granted to any one person (and corporations wholly owned by that person) in a 12-month period must not exceed 1% of the issued and outstanding Common Shares of the Company at the time of the grant;
- c. The number of Common Shares underlying DSUs granted to any person (and corporations wholly owned by that Person) must not exceed 1% of the issued and outstanding Common Shares of the Company at the time of the grant;
- d. The aggregate number of Awards granted to one service provider (including without limitation those service providers engaged in Investor Relations Activities) in a 12-month period must not exceed 2% of the issued and outstanding Common Shares of the Company at the time of the grant;
- e. The number of Options granted to insiders (as a group), within a 12-month period at any time, pursuant to the Plan cannot exceed 10% of the issued and outstanding Common Shares;
- f. The aggregate number of Common Shares issuable under the DSUs granted to insiders (as a group), within a 12-month period must not exceed 2% of the issued and outstanding Common Shares of the Company at the time of the grant (unless the Company has obtained the requisite approval from disinterested shareholders); and
- g. The aggregate number of Common Shares issuable under the RSUs granted to insiders (as a group), within a 12-month period must not exceed 2% of the issued and outstanding Common Shares of the Company at the time of the grant (unless the Company has obtained the requisite approval from disinterested Shareholders).

If and to the extent that an Award expires, terminates or is cancelled or forfeited for any reason without having been exercised in full, the Common Shares associated with that Award will again become available for grant under the Equity Incentive Plan.

Amendment and Termination

The Board may, in its sole discretion, at any time and from time to time, amend, suspend or terminate the Equity Incentive Plan at any time without the approval of Shareholders, provided that no such amendment, suspension or termination may be made without obtaining any required approval of any regulatory authority or stock exchange or materially prejudice the rights of any holder under any Award. Notwithstanding those provisions, the Board may not, without the approval of the Shareholders of the Company, make amendments to the Equity Incentive Plan for any of the following purposes: (i) to increase the maximum number of Common Shares that may be issued pursuant to Awards granted under the Equity Incentive Plan; (ii) to reduce the exercise price of Options or to cancel and reissue Awards; (iii) to

extend the expiry date of Awards for the benefit of any Participant (including Insiders); (iv) to increase the maximum number of Common Shares issuable to Insiders; (v) to amend these provisions. In addition, the Board may, at any time and from time to time, without the approval of the Shareholders, make amendments to the Equity Incentive Plan including, but not limited to: (i) amendments of a technical, clerical or "housekeeping" nature, or to clarify any provision of the Equity Incentive Plan; (ii) termination of the Equity Incentive Plan; (iii) amendments to respond to changes in legislation, regulations, stock exchange rules or accounting or auditing requirements; (iv) amendments in respect of the vesting provisions of any Awards; and (v) amendments to the termination provisions of Awards granted under the Equity Incentive Plan that do not entail an extension beyond the original expiry date, provided that: (i) any required approval of any regulatory authority or stock exchange is obtained; (ii) if the amendments would reduce the exercise price of Options or extend the expiry date of Awards granted to Insiders, other than as authorized by the Equity Incentive Plan, approval of the Shareholders must be obtained; (iii) the Board would have had the authority to initially grant the Award under the terms as so amended; and (iv) the consent or deemed consent of the holder of the Award is obtained if the amendment would materially prejudice the rights of such holder.

Pursuant to the policies of the CSE, the Equity Incentive Plan must be approved by a majority of the votes cast by shareholders, excluding votes attached to all those directors, employees and consultants of the Company to whom the Awards may be granted under the Equity Incentive Plan and their associates and affiliates ("**Disinterested Shareholders**"). There are 20,909,870 Common Shares that will be excluded from the Equity Incentive Plan Shareholder vote.

The Equity Incentive Plan was approved by the Board on February 10, 2021.

At the Meeting, Disinterested Shareholders will be asked to consider and, if deemed advisable, approve the following resolution:

"BE IT RESOLVED THAT:

- 1. The Equity Incentive Plan, as defined in the Circular, is hereby approved;*
- 2. The Company is hereby authorized to issue awards under the Equity Incentive Plan to acquire up to 15% of the issued and outstanding Common Shares in the capital of the Company, subject in each case to compliance with the policies of the CSE;*
- 4. The Board is hereby authorized to make any changes to the Equity Incentive Plan: (a) as may be required by the CSE; or (b) that are consistent with the requirements of the CSE as may be determined from time to time by the Board; and*
- 5. Any one director or officer of the Company be and is hereby authorized, for and on behalf of the Company, to execute and deliver all documents and do all things as such person may determine to be necessary or advisable to give effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."*

In order for the resolution to be passed, approval by the majority of the Common Shares voted in respect thereof at the Meeting by disinterested shareholders is required. The Board unanimously recommends that shareholders vote FOR the Equity Incentive Plan resolution.

Unless otherwise instructed, the management proxyholders appointed pursuant to the accompanying form of proxy will vote "FOR" the approval of the Equity Incentive Plan.

OTHER BUSINESS

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment or adjournments thereof. Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters

properly come before the Meeting the Common Shares represented by the proxies solicited hereby will be voted on such matter in accordance with the best judgement of the persons voting by proxy.

SECTION 4 – EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with National Instrument Form 51-102F6V – Statement of Executive Compensation – Venture Issuers. The objective of this disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial years ended December 31, 2021 and December 31, 2020 and the decision-making process relating to compensation.

Information contained in this Statement of Executive Compensation is as of December 31, 2021 unless otherwise indicated and all dollar amounts referenced herein are in Canadian Dollars, unless stated otherwise.

GENERAL

For the purpose of this Statement of Executive Compensation:

“Company” means GameOn Entertainment Technologies Inc.;

“compensation securities” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“NEO” or **“named executive officer”** means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer (**“CEO”**), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer (**“CFO”**), including an individual performing functions similar to a CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) 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.

Based on foregoing definition, during the last completed financial year of the Company, the Company had four (4) NEOs, namely, **Matthew Bailey**, CEO, **Sheri Rempel**, CFO, **Santiago Jaramillo**, Vice President of Product, and **Shafin Diamond Tejani**, President and Secretary.

Information contained in this Statement of Executive Compensation is as of December 31, 2021 unless otherwise indicated and all dollar amounts referenced herein are in Canadian Dollars, unless stated otherwise.

DIRECTOR AND NEO COMPENSATION

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise

provided, directly or indirectly, by the Company or its subsidiary, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or a director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$) ⁽⁸⁾	Value of all other compensation (\$)	Total compensation (\$)
Matthew Bailey ⁽¹⁾ CEO & Director	2021	156,857	93,143	Nil	1,434	266,469	516,469
	2020	10,417	Nil	Nil	2,116	Nil	12,533
Sheri Rempel ⁽²⁾ CFO, former Director	2021	Nil	Nil	Nil	Nil	18,822	18,822
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Shafin Diamond Tejani ⁽³⁾ President and Secretary, Director	2021	Nil	45,000	Nil	Nil	150,575	195,575
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Jon J Moses ⁽⁴⁾ Director	2021	Nil	Nil	Nil	10,563	237,844	248,407
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Carey Dillen ⁽⁵⁾ Director	2021	Nil	Nil	Nil	Nil	167,963	167,963
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Liz Schimel ⁽⁶⁾ Director	2021	Nil	Nil	Nil	Nil	167,963	167,963
	2020	Nil	Nil	Nil	Nil	Nil	Nil
Santiago Jaramillo ⁽⁷⁾ VP of Product	2021	174,200	12,845	Nil	3,880	74,084	261,129
	2020	10,636	Nil	Nil	Nil	Nil	10,636

(1) Matthew Bailey was appointed CEO of the Company on November 30, 2020 and a director of the Company on December 1, 2020.

(2) Sheri Rempel was appointed a director of the Company on February 13, 2020 and resigned on February 10, 2021, and appointed CFO of the Company on February 5, 2021.

(3) Shafin Diamond Tejani was appointed President and Secretary on January 13, 2010, a director on January 14, 2021.

(4) Jon J Moses was appointed as a director of the Company on February 10, 2021.

(5) Carey Dillen was appointed as a director of the Company on February 24, 2021.

(6) Liz Schimel was appointed as a director of the Company on February 24, 2021.

(7) Santiago Jaramillo was appointed VP of Product on December 7, 2020.

(8) Perquisites consist of reimbursed expenses in the ordinary course of carrying out the duties of officer or director.

Stock Options and Other Compensation Securities

Compensation securities granted or issued to each NEO and director during the financial years ended December 31, 2021 services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries is set out in the table below:

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class ¹	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Jon J Moses Director	Stock Options	1,524,000 incentive stock options 1,524,000 underlying common shares (2.41%)	February 10, 2021	0.25	N/A	0.23	February 10, 2023
Shafin Diamond Tejani <i>President, Secretary and Director</i>	Stock Options	800,000 incentive stock options 800,000 underlying common shares (1.27%)	February 10, 2021	0.25	N/A	0.23	February 10, 2023
Sheri Rempel <i>CFO</i>	Stock Options	100,000 incentive stock options 100,000 underlying common shares (0.16%)	February 10, 2021	0.25	N/A	0.23	February 10, 2023
Carey Dillen <i>Director</i>	Stock Options	800,000 incentive stock options 800,000 underlying common shares (1.27%)	March 15, 2021	0.25	N/A	0.23	March 15, 2023
Liz Schimel <i>Director</i>	Stock Options	800,000 incentive stock options 800,000 underlying common shares (1.27%)	March 15, 2021	0.25	N/A	0.23	March 15, 2023
Santiago Jaramillo <i>VP of Product</i>	Stock Options	60,975 incentive stock options 60,975 underlying common shares (0.10%)	June 28, 2021	0.41	0.45	0.23	June 28, 2023

(1) Based on 63,192,385 common shares issued and outstanding as of December 31, 2021.

During fiscal year 2021, other than disclosed, no other incentive securities have been cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year.

During fiscal year 2021, 7,995 stock options have expired on December 17, 2021.

Other than as disclosed below, there are no vesting provisions of the compensation securities and there are no restrictions or conditions for converting, exercising or exchanging the compensation securities.

Exercise of Compensation Securities by Directors and NEOs

There were no compensation securities exercised by a director during the financial year ended December 31, 2021.

The summary of the substantive terms of the Company's current Equity Incentive Plan, adopted by the Company's Board of Directors on February 10, 2021, is provided in the section 3 of this Circular titled "Particulars of the Matters to be Acted Upon".

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets out information with respect to all compensation plans under which equity securities are authorized for issuance as of December 31, 2021:

Equity Compensation Plan Information			
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	N/A	N/A	N/A
Equity compensation plans not approved by securityholders	7,652,385	\$0.28	1,826,472 ¹
Total	7,652,385	\$0.28	1,826,472¹

¹ Represents the number of common shares available for issuance under the Equity Incentive Plan, which reserves a number of common shares for issuance, pursuant to the exercise of stock options, that is equal to 15% of the issued and outstanding common shares from time to time.

Employment, consulting and management agreements

The Company does not have any employment, consulting or management agreements or arrangements with any of the Company's current NEOs or directors.

Termination and Change of Control Benefits

The Company does not have any plan or arrangement to pay or otherwise compensate any Named Executive Officer if his employment is terminated as a result of resignation, retirement, change of control, etc. or if his responsibilities change following a change of control.

Oversight and description of director and named executive officer compensation

The Company does not have a formal compensation program. The Company currently does not pay directors who are not employees or officers of the Company for attending directors' meetings or for serving on committees. The Compensation Committee and the Board, as a whole, are responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations with respect to the compensation of the Company's executive officers. The Board is responsible for all matters relating to the compensation of the directors and executive officers of the Company with respect to: (i) general compensation goals and guidelines and the criteria by which bonuses and stock compensation awards are determined; (ii) amendments to any equity compensation plans adopted by the Board and changes in the number of shares reserved for issuance thereunder; and (iii) other plans that are proposed for adoption or adopted by the Company for the provision of compensation. The general objectives of the Company's compensation strategy are to: (a) compensate management in a

manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long term shareholder value; (b) align management's interests with the long term interests of shareholders; (c) provide a compensation package that is commensurate with other similar technology companies to enable the Company to attract and retain talent; and (d) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is a technology company without a history of earnings.

Pension disclosure

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans in place.

SECTION 5 – AUDIT COMMITTEE

Audit Committee Charter

The Company's Audit Committee is governed by an Audit Committee Charter, a copy of which is attached hereto as Schedule "B".

Composition of the Audit Committee

The Company's Audit Committee is currently comprised of Carey Dillen, Jon J Moses and Shafin Diamond Tejani, all of whom are "financially literate" in accordance with Section 1.6 of NI 52-110 – *Audit Committees ("NI 52-110")*, which states that an individual is financially literate if he or she has the ability to read and understand a set of financial statements that presents a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements.

Applying the definition of "independence" set out in section 1.4 of NI 52-110, Ms. Dillen and Mr. Moses are considered to be independent members of the Audit Committee, Mr. Tejani is not an independent member of the Audit Committee since he is also serves as a President and Secretary of the Company.

Relevant Education and Experience

Carey Dillen, Chair of the Audit Committee, is the President of YYOGA, Ms. Dillen boasts more than 20 years of experience spanning start-up to rapid growth environments. Ms. Dillen has been an advisor or board member for non-profit and high-profile organizations including the Olympic & Paralympic Games, Americas Masters, FIFA, Sport BC, BC Athletics and One Girl Can. Ms. Dillen has also previously worked in management and executive positions at MEC, Boston Pizza International and Vancouver 2010 Olympic & Paralympic Games and obtained her CPA, CA designation with KPMG LLP. Ms. Dillen has a Bachelor of Commerce from the University of Alberta.

Jon J Moses is a respected game industry veteran who helmed BMG Games, which published the original Grand Theft Auto, and has served as a Director at Take-Two Interactive Software, Inc. (NASDAQ:TTWO) since 2007. He also serves on the Board of ReadyUp, an esports platform, and as an Advisor for Simulmedia, PrizePaymentsPro and the sports wagering platform Bet.Works, which was recently acquired by Ballys. From 1998 to 2009, Moses was the founder/CEO of UGO Networks, an online publisher delivering information and entertainment for gamers which was acquired by Hearst. Moses, who advises many of the world's biggest entertainment platforms, is serving as an Executive Producer for a scripted esports show for the CW Network. Mr. Moses received a Bachelor of Arts from Princeton University in 1981 and graduated from the Harvard Graduate School of Business Administration in 1988.

Shafin Diamond Tejani is an entrepreneur and investor. Mr. Tejani founded Victory Square Technologies in 1996. Victory Square is a venture builder that builds start-ups in the web, mobile, gaming and film spaces with a special focus on funding socially responsible companies, international start-ups and female founders. Its portfolio consists of 23 global companies using AI, VR/AR and blockchain to disrupt fintech,

insurance, health and gaming. Mr. Tejani received a Bachelor in Political Science and Economics from the University of Western Ontario in 1999.

The experiences of the members of the Audit Committee has given each:

- (i) an understanding of the accounting principles used by the Company to prepare its financial statements;
- (ii) the ability to assess the general application of accounting principles in connection with accounting estimates, accruals and reserves;
- (iii) experience analyzing and evaluating financial statements similar to those of the Company; and
- (iv) an understanding of internal controls and procedures for financial reporting pertinent to the Company.

The Audit Committee reviews the Company’s accounting practices, internal controls and such other matters as the Audit Committee or CFO deem appropriate, and recommends to the Board for approval the quarterly and annual financial statements of the Company.

Pre-Approval of Policies and Procedures

The audit committee has not adopted any specific policies and procedures for the engagement of non-audit services. The Audit Committee will review the engagement of non-audit services as required.

External Auditor Service Fees

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

The auditor’s fees for the last two (2) fiscal years, by category, are as follows:

Auditor	Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants	December 31, 2021	\$136,949 ⁽¹⁾	\$12,500 ⁽¹⁾	\$Nil ⁽¹⁾	\$Nil
	December 31, 2020	\$45,000	\$Nil	\$Nil	\$Nil

(1) As at the date of this Circular, this amount is estimated.

Audit Committee Oversight

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

Reliance on Certain Exemptions

At no time since the commencement of the Company’s most recently completed financial year ended December 31, 2021 has the Company relied on the exemptions 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.

As a venture issuer within the meaning of NI 52-110, the Company is relying upon the exemption provided by Section 6.1 of NI 52-110 which exempts venture issuers from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

SECTION 6 – CORPORATE GOVERNANCE

Corporate Governance Practices

Corporate governance relates to activities of the Board of Directors, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board of Directors and who are charged with the day to day management of the Company.

Pursuant to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), the Company is required to disclose its corporate governance practices, as summarized below. The Board of Directors will monitor such practices on an ongoing basis and when necessary implement such additional practices as it deems appropriate. National Instrument 58-201 - *Corporate Governance Guidelines* (“**NI 58-201**”), establishes corporate governance guidelines to be used by issuers in developing their own corporate governance practices. The Board of Directors is committed to sound corporate governance practices, which are both in the interest of its Shareholders and contribute to effective and efficient decision making. Pursuant to NI 58-201, the Board of Directors has adopted a Code of Business Conduct and Ethics, which addresses, but is not limited to, the following issues:

- (i) conflicts of interest;
- (ii) compliance with laws, rules, and regulations;
- (iii) protection and proper use of corporate opportunities;
- (iv) protection and proper use of corporate assets;
- (v) confidentiality of corporate information;
- (vi) fair dealing with security holders, customers, competitors, and employees; and
- (vii) accuracy of business records.

In addition, pursuant to National Policy 51-201 - *Disclosure Standards*, the Company has adopted a Disclosure Policy, which addresses, but it not limited to addressing, the following issues:

- (i) timely disclosure of material information;
- (ii) insider trading;
- (iii) the development and mandate of the Company’s Disclosure Committee;
- (iv) rumours and speculation; and
- (v) designated spokespersons of the Company.

The Company’s general approach to corporate governance is summarized below.

Board of Directors

The Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions.

The board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company’s business in the ordinary course, managing the Company’s cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

Independence

Section 1.4 of NI 52-110, sets out the standard for director independence. Under NI 52-110, a director is independent if he or she has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board of Directors, be reasonably expected to interfere with the exercise of a director's independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship to the Company.

Applying the definition set out in NI 52-110, three of the five members of the Board are independent. The members considered independent are Jon J Moses, Carey Dillen, and Katrina Palanca. Matthew Bailey and Shafin Diamond Tejani are not independent by virtue of the fact that they are executive officers of the Company – Mr. Bailey is the CEO and Mr. Tejani is President and Secretary.

Other Directorships

In addition to the position on the Board of Directors, the following directors also serves as a director of the following reporting issuers or reporting issuer equivalents:

Name of Director	Name of Reporting Issuer or Equivalent	Exchange or Market
Shafin Diamond Tejani	Victory Square Technologies Inc. Perihelion Capital Ltd.	Canadian Securities Exchange TSX Venture Exchange
Jon J Moses	Take-Two Interactive Software, Inc.	NASDAQ

Orientation and Continuing Education

The Company has not adopted a formalized process of orientation for new Board members. Orientation of new directors is conducted on an ad hoc basis.

Each new director of the Company is briefed about the nature of the Company's business, its corporate strategy and current issues within the Company and directors are kept informed as to matters impacting, or which may impact, the Company's operations through reports and presentations at Board meetings. New directors are encouraged to review the Company's public disclosure records as filed on SEDAR (www.sedar.com) and under its profile on the CSE website (www.thecse.com). Directors are also provided with access to management to better understand the operations of the Company, and to the Company's legal counsel to discuss their legal obligations as directors of the Company.

Ethical Business Conduct

The Board of Directors has a written code of ethical conduct for its directors, officers and employees. The Board is apprised of the activities of the Company and ensures that it conducts such activities in an ethical manner. The Board encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations; providing guidance to consultants, officers and directors to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary actions for violations of ethical business conduct.

The Board of Directors is also required to comply with the conflict of interest provisions of the *Business Corporations Act* (British Columbia) and relevant securities regulation in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director is required to declare the nature and extent of his interest and is not entitled to vote on any matter that is the subject of the conflict of interest.

Nomination of Directors

The Board has established a Compensation, Nomination and Governance Committee (the “**Committee**”) consisting of the Company’s three directors, – Jon J Moses (Chair of the Committee), Carey Dillen and Shafin Diamond Tejani - but no formal procedure with respect to the nomination of directors. Mr. Moses and Ms. Dillen are considered to be independent members of the Committee, Mr. Tejani is not an independent member of the Committee since he is also serves as a President and Secretary of the Company. In general, nominees will be the result of recruitment efforts by the Committee, management and all members of the Board, including both formal and informal discussions among members of the Board. The Company’s management and Board members are in contact with individuals involved in the Company’s line of business. From these sources, a number of contacts have been established and in the event that the Company requires any new directors, such individuals will be brought to the attention of the Board of Directors. The Company will conduct reference and background checks on suitable candidates. New nominees generally must have a track record in business management, areas of strategic interest to the Company, the ability to devote the time required to carry out the obligations and responsibilities of a director and a willingness to serve in that capacity.

Compensation Committee

As described above, the Board has established the Committee and at present, the Board of Directors, as a whole, considering recommendations made by the Committee, determines the compensation of the Company’s executive officers and does so with reference to industry standards and the financial situation of the Company. The Board of Directors has the sole responsibility for determining the compensation of the directors of the Company.

The Committee and the Board of Directors, as a whole, monitors and reviews salaries and benefits of the executive officers of the Company.

Board Committees

The Board is actively involved in the operations of the Company and has established the aforementioned Committee in addition to the Audit Committee.

The Board is responsible for the stewardship of the Company through the supervision of the business and management of the Company. This mandate is accomplished directly and through the Audit Committee. The Audit Committee facilitates effective Board decision-making by providing recommendations to the Board on matters within its responsibility.

Assessments

The board has not, as yet, established procedures to formally review the contributions of individual directors. The Board annually reviews its own performance and effectiveness as well as reviews the Audit Committee Charter and recommends revisions as necessary. Neither the Company nor the Board has adopted formal procedures to regularly assess the Board, the Audit Committee or the individual directors as to their effectiveness and contribution. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of individual directors are informally monitored by the other Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

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

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company’s corporate governance practice allows the Company to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

SECTION 7 – OTHER INFORMATION

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

There was no indebtedness outstanding for any current or former director, executive officer, employee, or director nominee 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.

Furthermore, none of such persons were indebted to a third party during such period where their indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries.

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

Management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditor, of any person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year, of any proposed nominee for election as a director of the Company, or of any associate or affiliate of such persons, except as hereinafter disclosed.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

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

None of the informed persons of the Company, nor any proposed 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, in any transactions since the commencement of the Company's last completed financial year, or in any proposed transaction which, in either case, has or will materially affect the Company or any of its subsidiaries, except as disclosed below:

MANAGEMENT CONTRACTS

Management functions of the Company are not, to any substantial degree, performed other than by directors or NEOs of the Company. Except as disclosed below, during the financial year ended December 31, 2021, there were no other agreements or arrangements that provided for compensation to NEOs or directors of the Company, or that provided for payments to a NEO or director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in the Company or a change in the NEO or director's responsibilities.

Chief Executive Officer

On December 1, 2021, employment agreement between the Company, V2 Games USA Inc., a wholly-owned subsidiary of the Company, and Matthew Bailey entered into an Employment Agreement (the "**Employment Agreement**"), pursuant to which Mr. Bailey was employed at the CEO of the Company.

Pursuant to the Employment Agreement, the Company has agreed to (i) pay Mr. Bailey an annual salary of US\$120,000; (ii) issue up to 2,000,000 Common Shares subject to achievement of certain performance measures by Mr. Bailey; (iii) issue 600,000 Common Share purchase warrants on completion of a Going Public Transaction, as defined in the Company's Non-Offering Prospectus, dated May 13, 2021, available under the Company's profile on SEDAR, each such warrant exercisable to acquire one Common Share at a price of \$0.04 for a period of 2 years from the date of issuance, subject to vesting; and (iv) pay a cash bonus of US\$100,000 upon completion of the Going Public Transaction.

Going Public Transaction has been completed on June 1, 2021, when the Company's stock began trading on the CSE under the stock symbol "GET".

The Employment Agreement can be terminated by the Company without cause by providing Mr. Bailey with 30 days written notice, the Company can also terminate the Employment Agreement for a cause, and the Company shall have no further obligations or responsibilities hereunder to Mr. Bailey. Mr. Bailey may terminate this Agreement for any reason upon giving the Company not less than 30 days written notice. The Employment Agreement details various scenarios of termination, including results of termination and treatment of securities.

PENALTIES AND SANCTIONS

As at the date of this Circular unless disclosed below, to the knowledge of the Company, no proposed nominee for election as a director of the Company (nor any of his or her personal holding companies) has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable Shareholder in deciding whether to vote for a proposed director.

CORPORATE CEASE TRADE ORDERS AND BANKRUPTCIES

Except as summarized below, no proposed nominee for election as a director of the Company is, or has been, within ten (10) years before the date of this Circular:

1. a director, chief executive officer or chief financial officer of any company (including the Company and any personal holding company of the proposed director) that, while that person was acting in that capacity:
 - (a) was subject to a cease trade order (including any management cease trade order which applied to directors or executive officers of a company, whether or not the person is named in the order) or an order similar to a cease trade order or an order that denied

the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an “**Order**”); or

- (b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
- 2. a director or executive officer of any company (including the Company) and any personal holding company of the proposed director) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- 3. become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Shafin Diamond Tejani, President, Secretary and a director of the Company, is the CEO and a director of Victory Square Technologies Inc. (CSE:VST), which was subject to a cease trade order (“**CTO**”) issued by the British Columbia Securities Commission (“**BCSC**”) and Ontario Securities Commission (“**OSC**”) on August 6, 2019 for failure to file its annual audited financial statements and management’s discussion and analysis for the year ended December 31, 2018, and interim financial statements and management’s discussion and analysis for the period ended March 31, 2019 within the prescribed time period (collectively, the “**Financial Materials**”). The Financial Materials were filed with the applicable securities commissions and the CTO was lifted by both the BCSC and OSC on August 21, 2019 and Victory Square Technologies Inc. commenced trading on August 26, 2019.

ADDITIONAL INFORMATION

Financial information concerning the Company is provided in its comparative annual financial statements and management’s discussion and analysis (“**MD&A**”) for the most recently completed financial year ended December 31, 2021, which, as well as additional information relating to the Company may be obtained without charge upon request to the Company at 750 West Pender Street, Vancouver, Suite 401, British Columbia, Canada V6C 2T7 - telephone (604) 428-7050. You may also access additional information relating to the Company in the public disclosure documents available under the Company’s profile on SEDAR (www.sedar.com).

BOARD APPROVAL

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

Dated at Vancouver, British Columbia, this 22nd day of April, 2022.

BY ORDER OF THE BOARD

Signed: “*Matthew Bailey*”

Matthew Bailey

President and Chief Executive Officer

SCHEDULE "A"

GAMEON ENTERTAINMENT TECHNOLOGIES INC.

EQUITY INCENTIVE PLAN

SECTION 1. Purpose; Definitions.

(a) Purpose. The purpose of this Equity Incentive Plan (the "**Plan**") is to enable GameOn Entertainment Technologies Inc. (the "**Corporation**") and its Affiliates (as defined herein) to:

- (i) recruit and retain highly qualified personnel;
- (ii) provide those personnel with an incentive for productivity;
- (iii) provide an opportunity to those personnel to earn competitive total compensation; and
- (iv) provide those personnel with an opportunity to share in the growth and value of the Corporation.

(b) Definitions. For purposes of the Plan, the following initially capitalized words and phrases will be defined as set forth below, unless the context clearly requires a different meaning:

- (i) "**Affiliate**" means any Person that is a Subsidiary of the Corporation, or directly or indirectly controls, or is controlled by, or is under common control with, the Corporation (or their successors).
- (ii) "**Award**" means a grant of Options, RSUs and/or DSUs pursuant to the provisions of the Plan.
- (iii) "**Award Agreement**" means, with respect to Options, RSUs and DSUs, the written document that sets forth the terms of that particular Award.
- (iv) "**Black Out Period**" means any period during which a policy of the Corporation prevents an Insider (or any other holder of the Corporation's securities) from trading in the Shares.
- (v) "**Board**" means the board of Directors of the Corporation, as constituted from time to time; provided, however, that if the Board appoints a Committee to perform some or all of the Board's administrative functions hereunder pursuant to Section 2, references in the Plan to the "Board" will be deemed to also refer to that Committee in connection with matters to be performed by that Committee.
- (vi) "**Business Day**" means a day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia.

- (vii) **“Cash Dividends”** means dividends declared and paid in cash (or in additional Shares) on any Shares, whether pursuant to regular monthly or other periodic dividends or special dividends.
- (viii) **“Cause”** means (A) conviction of, or the entry of a plea of guilty or no contest to a crime that causes the Corporation or its Affiliates public disgrace or disrepute, or adversely affects the Corporation’s or its Affiliates’ operations or financial performance or the relationship the Corporation has with its Affiliates, (B) negligence or willful misconduct with respect to the Corporation or any of its Affiliates, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of his or her employment or service; (C) refusal, failure or inability to perform any material obligation or fulfill any duty (other than any duty or obligation of the type described in clause (E) below) to the Corporation or any of its Affiliates (other than due to a Disability), which failure, refusal or inability is not cured within ten days after delivery of notice thereof; (D) material breach of any agreement with or duty owed to the Corporation or any of its Affiliates; (E) any breach of any obligation or duty to the Corporation or any of its Affiliates (whether arising by statute, common law, contract or otherwise) relating to confidentiality, non-competition, non-solicitation or proprietary rights; or (F) any other conduct that constitutes “cause” at common law.

Notwithstanding the foregoing, if a Participant and the Corporation (or any of its Affiliates) have entered into an employment agreement or other agreement that specifically defines “cause,” then with respect to such Participant, “cause” shall have the meaning defined in that employment agreement or other agreement.

- (ix) **“CEO”** means the chief executive officer of the Corporation.
- (x) **“Change in Control”** means, the occurrence of any of the following, in one transaction or a series of related transactions: (A) any Person acquires beneficial ownership within the meaning of applicable securities law, directly or indirectly, of securities of the Corporation representing more than 50% of the voting power of the Corporation’s then outstanding Shares for the election of Directors; (B) a consolidation, securities exchange, reorganization, arrangement or amalgamation of the Corporation resulting in the Shareholders immediately prior to such event not owning at least a majority of the voting power of the resulting entity’s securities outstanding immediately following such event; (C) the sale or other disposition of all or substantially all the assets of the Corporation (other than a transfer of financial assets made in the ordinary course of business for the purpose of securitization); (D) a liquidation or dissolution of the Corporation; or (E) any similar event deemed by the Board to constitute a Change in Control for purposes of the Plan.

Notwithstanding the foregoing provisions, a transaction or a series of related transactions will not constitute a Change in Control if such transaction(s) result(s) in the Corporation, any successor to the Corporation, or any successor to the Corporation’s business, being controlled, directly or indirectly, by the same Person or Persons who controlled the Corporation, directly or indirectly, immediately before such transaction(s).

- (xi) “**Committee**” means a committee appointed by the Board in accordance with Section 2 of the Plan.
- (xii) “**Corporation**” has the meaning ascribed to such term in Section 1(a).
- (xiii) “**Director**” means a member of the Board.
- (xiv) “**Disability**” means the mental or physical state of a Participant such that the Participant has been unable as a result of illness, disease, mental or physical incapacity or similar cause to fulfill the material and substantial duties and obligations of such Participant to the Corporation or the Affiliates, as the case may be, either for any consecutive six month period or for any period of 12 months (whether or not consecutive) in any consecutive 24 month period.
- (xv) “**DSU**” means deferred share unit, a right granted under and subject to restrictions pursuant to Section 7 hereof.
- (xvi) “**DSU Account**” has the meaning ascribed to such term in Section 7(e) hereof.
- (xvii) “**DSU Component**” means the component(s) of the Plan relating to DSUs.
- (xviii) “**Exchange**” means the Canadian Securities Exchange, or such other principal securities exchange on which the majority of trading in the Shares occurs;
- (xix) “**Fair Market Value**” means, as of any date: (i) if the Shares are not then publicly traded, the fair market value of such Shares on the day immediately preceding such date, as determined by the Board in its sole and absolute discretion; or (ii) if the Shares are publicly traded, the volume weighted average trading price of the Shares for the five trading days immediately preceding such date on the Exchange or the principal securities exchange on which the majority of the trading in the Shares occurs or, if the Shares are not then listed and posted for trading on the Exchange or any securities exchange, but are traded in the over-the-counter market, the volume weighted average trading price of the Shares for the five trading days immediately preceding such date.
- (xx) “**Insider**” means an insider as defined under applicable securities laws, other than a Person who would be deemed an “insider” only by virtue of being a director or senior officer of a Subsidiary.
- (xxi) “**New Employment**” has the meaning ascribed to such term in Section 8(b) hereof.
- (xxii) “**Option**” means any option to purchase Shares granted pursuant to Section 5 hereof or previously granted and governed by this Plan.
- (xxiii) “**Option Component**” means the component(s) of the Plan relating to the grant of Options.
- (xxiv) “**Outstanding Options**” means has the meaning ascribed to such term in Section 4(a) hereof.

- (xxv) “**Participant**” means a director, employee or officer of the Corporation or any of its Affiliates or of a designated Service Provider, or a designated Service Provider, to whom an Award is granted.
- (xxvi) “**Person**” means an individual, partnership, limited partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.
- (xxvii) “**Plan**” means the Plan (as defined above).
- (xxviii) “**Plan Substitution**” has the meaning ascribed to such term in Section 4(d)(i).
- (xxix) “**RSU**” means a restricted share unit, a right granted under and subject to restrictions pursuant to Section 6 hereof.
- (xxx) “**RSU Component**” means the component(s) of the Plan relating to RSUs.
- (xxxi) “**RSU Settlement Date**” means the date on which Shares are issued to a Participant following the vesting of such Participant’s RSUs, such date being as soon as practicable after the vesting of such RSUs.
- (xxxii) “**Service Provider**” means a Person, other than a Director, an employee or officer of the Corporation or of an Affiliate, that:
- (A) is engaged to provide management and/or consultant services (including property management or property development services or investor relation activities) to the Corporation or an Affiliate, other than services provided in relation to a “distribution” (as defined in under applicable securities law);
 - (B) provides the services under a written contract with the Corporation or an Affiliate;
 - (C) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate, and
 - (D) has a relationship with the Corporation or an Affiliate of the Corporation that enables that Person to be knowledgeable about the business and affairs of the Corporation;
- and includes, for an individual service provider, a corporation of which the individual service provider is an employee or shareholder, and a partnership of which the individual service provider is an employee or partner.
- (xxxiii) “**Share-Based Compensation Component**” means, collectively, the RSU Component and the DSU Component.
- (xxxiv) “**Shareholder**” means a holder of Shares.
- (xxxv) “**Shareholder Rights Plan**” means any Shareholder right plan adopted by the Corporation from time to time.

(xxxvi) “**Shares**” mean common shares in the capital stock of the Corporation subject to substitution or adjustment as provided in Section 4(c) hereof.

(xxxvii) “**Subsidiary**” means any partnership, corporation or trust that is a subsidiary of the Corporation, as such term is defined under subsection 2(2) of the Business Corporations Act (British Columbia), read as if the word “body corporate” includes a trust, partnership, limited liability company or other form of business organization.

(xxxviii) “**Tax Act**” means the Income Tax Act (Canada), as amended from time to time.

SECTION 2. Administration.

(a) The Plan will be administered by the Board; provided however, that the Board may at any time appoint a Committee to perform some or all of the Board’s administrative functions hereunder; and provided further, that the authority of any Committee appointed pursuant to this Section 2 will be subject to such terms and conditions as the Board may prescribe and will be coextensive with, and not in lieu of, the authority of the Board hereunder.

(b) Directors who are eligible for Awards or have received Awards may vote on any matters affecting the administration of the Plan or the grant of Awards, except that no such member will act upon the grant of an Award to himself or herself, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the grant of Awards to himself or herself.

(c) The Board will have full authority to grant Awards under the Plan. In particular, subject to the terms of the Plan, the Board will have the authority:

- (i) to select the Participants to whom Awards may from time to time be granted hereunder (consistent with the eligibility conditions set forth in Section 3);
- (ii) to determine the type of Award to be granted to any Participant hereunder;
- (iii) to determine the number of Shares, if any, to be covered by each Award; and
- (iv) to establish the terms and conditions of each Award Agreement.

(d) The Board will have the authority to: (i) establish, amend and rescind such administrative rules, guidelines and practices governing the Plan as it, from time to time, deems advisable; (ii) to interpret the terms and provisions of the Plan, any Award issued under the Plan, and any Award Agreement; and (iii) to otherwise supervise the administration of the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan.

(e) All decisions made by the Board pursuant to the provisions of the Plan will be final and binding on all Persons, including the Corporation and Participants. No Director will be liable for any good faith determination, act or omission in connection with the Plan or any Award.

SECTION 3. Eligibility.

- (a) Only Persons who are *bona fide* Directors, officers and employees of the Corporation or of an Affiliate or of designated Service Providers, or designated Service Providers, are eligible to be granted Awards under the Plan, provided that designated Service Providers (and directors, officers and employees of designated Service Providers) who are engaged to provide “Investor Relations Activities” (as defined under the corporate finance policies of the Exchange) are not eligible to be granted DSUs or RSUs.
- (b) The CEO may from time to time recommend to the Board *bona fide* employees of the Corporation or its Affiliates, for participation in the Plan, the extent and terms of their participation and the performance measures, if any, applicable thereto.
- (c) If the Exchange approves this Plan on the condition that DSUs and RSUs only be granted under the Share-Based Compensation Component if disinterested Shareholder approval (within the meaning of Exchange policies) of this Plan has been obtained at an annual meeting of Shareholders, then granting of DSUs and RSUs following such annual meeting of Shareholders shall only be permitted if such disinterested Shareholder approval has been obtained at such annual meeting.

SECTION 4. Shares Subject to the Plan.

- (a) Shares Subject to the Plan. The Shares to be subject to or related to Awards under the Plan will be authorized and unissued Shares of the Corporation. The maximum number of Shares that are issuable to Participants under Awards subject to this Plan is that number of Shares equal to 15% of the issued and outstanding Shares from time to time.
- (b) Restriction on Awards and Shares
 - (i) The aggregate number of Awards granted to one Person (and corporations wholly owned by that Person) in a 12-month period must not exceed 5% of the issued and outstanding Shares of the Corporation at the time of the grant (unless the Corporation has obtained the requisite approval from disinterested Shareholders);
 - (ii) The number of Shares underlying RSUs granted to any one Person (and corporations wholly owned by that Person) in a 12-month period must not exceed 1% of the issued and outstanding Shares of the Corporation at the time of the grant;
 - (iii) The number of Shares underlying DSUs granted to any Person (and corporations wholly owned by that Person) must not exceed 1% of the issued and outstanding Shares of the Corporation at the time of the grant;
 - (iv) The aggregate number of Awards granted to one Service Provider (including without limitation those Service Providers engaged in Investor Relations Activities) in a 12-month period must not exceed 2% of the issued and outstanding Shares of the Corporation at the time of the grant. Any Award granted to a Service Provider shall vest in stages over 12 months with not more than 25% of the Shares subject to the Award vesting in any 3 month period;

- (v) The number of Options granted to Insiders (as a group), within a 12-month period at any time, pursuant to the Plan cannot exceed 10% of the issued and outstanding Shares;
- (vi) The aggregate number of Shares issuable under the DSUs granted to Insiders (as a group), within a 12-month period must not exceed 2% of the issued and outstanding Shares of the Corporation at the time of the grant (unless the Corporation has obtained the requisite approval from disinterested Shareholders); and
- (vii) The aggregate number of Shares issuable under the RSUs granted to Insiders (as a group), within a 12-month period must not exceed 2% of the issued and outstanding Shares of the Corporation at the time of the grant (unless the Corporation has obtained the requisite approval from disinterested Shareholders).

(c) Effect of the Expiration or Termination of Awards. If and to the extent that an Option expires, terminates or is cancelled or forfeited for any reason without having been exercised in full, the Shares associated with that Option will again become available for grant under the Plan.

(d) Other Adjustment. In the event of any recapitalization, reorganization, arrangement, amalgamation, split or combination, stock dividend or other similar event or transaction, substitutions or adjustments will be made by the Board in its discretion: (i) to the aggregate number, class and/or issuer of the securities reserved for issuance under the Plan; (ii) to the number, class and/or issuer of securities subject to outstanding Awards; and (iii) to the exercise price of Outstanding Options, in each case in a manner that reflects equitably the effects of such event or transaction.

The appropriate adjustments in the number of Shares under an Award and the other terms and conditions thereunder, may be made by the Board in its discretion and in order to give effect to the adjustments in the number of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan.

(e) Change in Control.

- (i) Notwithstanding anything to the contrary set forth in the Plan, upon or in anticipation of any Change in Control of the Corporation, the Board may, in its sole and absolute discretion and without the need for the consent of any Participant, cancel any Award in exchange for a substitute Award with respect to the capital successor entity or its parent contingent upon the occurrence of that Change in Control (a “Plan Substitution”). Substitute Awards shall have no less economic value, no more stringent performance conditions, and similar vesting schedules as existing Awards.
- (ii) If a Plan Substitution is not effected by the Board, the Board may cause any or all Outstanding Options, RSUs and DSUs to become vested and immediately exercisable, provided that the Participant’s employment, service or term of office with the Corporation or an Affiliate, or the contract of the designated Service Providers with which a Participant is an officer or employee is terminated without Cause.

(f) Not a Shareholder. Under no circumstances shall Options, RSUs or DSUs be considered Shares, nor shall the holder thereof be entitled to any rights of a Shareholder, including, without limitation, any exercise of voting rights, right to receive dividends or the exercise of any other rights attaching to ownership of Shares.

SECTION 5. Options.

Any Option granted under the Plan will be in such form as the Board may at the time of such grant approve. The Award Agreement evidencing any Option will incorporate the following terms and conditions and will contain such additional terms and conditions (including that vesting may be subject to performance tests at the discretion of the Board), not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

(a) Option Price. The exercise price per Share purchasable under an Option will be determined by the Board and will not be less than 100% of the last closing price of a Share on the Exchange (or any other stock exchange or market on which the Shares are principally traded) before the date of the grant, less applicable discounts permitted by the Exchange, or such other minimum exercise price as may be required by the Exchange. Subject to applicable regulatory requirements and approval, the Board may reprice the prevailing exercise price of an Option. Any reduction in the exercise price of an Option held by a Participant who is an Insider at the time of the proposed amendment is, however, subject to disinterested Shareholder approval if and as required by the Exchange.

(b) Option Term. The term of each Option will be fixed by the Board, provided, however, that no Option will be exercisable more than 10 years after the date the Option is granted, except as the same may be reduced pursuant to the provisions of Section 8. No Option may be exercised by any Person after expiration of the term of the Option.

If the term of an Option of any Participant under the Plan expires during or within 10 days after the last day of a Black Out Period, then such Option shall expire on the date that is ten Business Days following the end of the Black Out Period. The Black Out Period shall not be subject to the discretion of the Board.

(c) Exercisability. Options will vest and be exercisable immediately, unless the Board determines at the time of grant that a particular Option will vest and be exercisable in whole or in part on different dates and provided that, if an Option is subject to vesting period, the Board may in its sole discretion accelerate the vesting and exercisability of such Option in whole or in part on an earlier date.

(d) Method of Exercise. Subject to the exercisability and termination provisions set forth herein and in the applicable Award Agreement, Options may be exercised in whole or in part at any time and from time to time during the term of the Option, by the delivery of written notice of exercise by the Participant to the Corporation specifying the number of Shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price, either by (i) cash, certified cheque or bank draft, or (ii) by such other method as the Committee may approve or accept. If agreed to by the Board, within the last 12 month period prior to the expiry of an Option, the holder of an Option may upon notice, elect to have the Corporation purchase the Option at a price equal to the difference between the Fair Market Value of the underlying Shares and the

exercise price of the Option on the date that notice is given to the Corporation and any Shares underlying any of such Options shall remain available for issuance under this Plan.

No Shares will be issued upon exercise of an Option until full payment therefor has been made. A Participant will not have the right to Cash Dividends or any other rights of a Shareholder with respect to Shares subject to the Option until the Participant has given written notice of exercise, has paid in full for such Shares, if requested, has given the representation described in Section 10(a) hereof and fulfills such other conditions as may be set forth in the applicable Award Agreement.

(e) Termination of Service. Unless otherwise specified in the Award Agreement, Options will be subject to the terms of Section 8 with respect to exercise upon or following termination of employment or other service of the Participant.

(f) Transferability of Options. Except as may otherwise be specifically determined by the Board with respect to a particular Option, no Option will be transferable by the Participant other than by will or by the laws of descent and distribution; provided however, that a Participant may assign or transfer any Options such Participant is entitled to, to a personal holding company wholly owned by such Participant. All Options will be exercisable, during the Participant's lifetime, only by the Participant.

SECTION 6. RSUs.

(a) General. RSUs may be granted hereunder, subject to such terms and conditions as the Board may impose. Each RSU shall initially have a value equal to the Fair Market Value of a Share when the subject Award is made. Each RSU will represent the right to receive from the Corporation, subject to fulfillment of any applicable conditions (including, at the discretion of the Board, performance-based conditions) on the RSU Settlement Date, a dividend from the Corporation of one Share. Dividends on the RSU Settlement Date shall be made in Shares. The issuance of Shares shall be made by the Corporation as soon as practicable (and in any event not later than thirty days) after vesting of the RSU and the fulfillment of any applicable conditions, including any performance-based conditions. Unless otherwise determined by the Board, RSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution; provided however, that a Participant may assign or transfer any RSUs such Participant is entitled to, to a personal holding company wholly owned by such Participant. All other terms governing RSUs, such as vesting, performance criteria, Cash Dividend rights, time and form of payment and termination of RSUs shall be set forth in the applicable Award Agreement.

(b) Vesting. RSUs will vest on and after the second anniversary of the date of grant, subject to the right of the Board to determine at the time of grant that a particular RSU will vest on different dates and to determine at any time after the time of grant that a particular RSU will vest at an earlier time.

(c) Settlement. Following vesting, and subject to the Participant's satisfaction of any conditions, restrictions or limitations imposed by the Board, each RSU granted to a Participant shall entitle the Participant to receive on the RSU Settlement Date one Share. As of the RSU Settlement Date, the RSUs in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under the Plan in relation to such RSUs.

(d) Dividends.

- (i) Whenever a Cash Dividend is paid on the Shares, additional RSUs, the number of which will be computed pursuant to Section 6(d)(ii), shall accrue in respect of each Participant who has, prior to such Cash Dividend, been granted RSUs (whether or not such RSUs are vested on the date of such Cash Dividend). RSUs granted pursuant to this Section 6(d) will be credited to the applicable Participant and vest on the same terms and time (and subject to vesting) as the RSUs in respect of which the additional RSUs were accrued.
- (ii) The number of additional RSUs which shall accrue in respect of each applicable Participant under Section 6(d)(i) shall be calculated by dividing: (a) the amount determined by multiplying: (x) the number RSUs credited to the Participant on the record date for the payment of such Cash Dividend; by (y) the Cash Dividend paid per Share; by (b) the Fair Market Value of a Share on the Cash Dividend payment date for such Cash Dividend, in each case, with fractions computed to two decimal places.

(e) Certificate and Records. Certificates need not be issued with respect to RSUs. The Corporation shall maintain records showing the number of RSUs granted pursuant to the terms hereof.

SECTION 7. DSUs.

(a) General. DSUs may be granted hereunder and credited to a Participant's DSU Account, subject to such terms and conditions as the Board may impose. Each DSU shall initially have a value equal to the Fair Market Value of a Share when the subject Award is made. Each DSU will represent, subject to vesting and following such vesting and the date the Participant ceases to be Director, or an employee, or an officer of the Corporation (or otherwise eligible as a Participant), the right to receive from the Corporation on the date designated by the Participant in a written notice to the Corporation, a dividend from the Corporation of one Share. Unless otherwise determined by the Board, DSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution; provided however, that a Participant may assign or transfer any DSUs such Participant is entitled to, to a personal holding company wholly owned by such Participant. All other terms governing DSUs, such as vesting, time and form of payment and termination of DSUs shall be set forth in the applicable Award Agreement.

(b) Vesting. DSUs granted on a particular date will vest on the date of grant.

(c) Redemption. Each Participant who has DSUs credited to their DSU Account shall be entitled receive, after the Participant ceases to be Director, or an employee, or an officer of the Corporation, for any reason and after the DSUs credited to the Participant's DSU Account have vested in accordance with Section 7(b) hereof, on a day designated by the Participant and communicated to the Board by the Participant in writing at least 15 days prior to the designated day (or such earlier date after the Participant ceases to be a Director, or an employee, or an officer of the Corporation, and after the Participant's DSUs have vested, as the Participant and the Corporation may agree, which date shall be no later than the later of the end of the calendar year following the year in which (i) the Participant ceases to be a Director, or an employee, or an officer

of the Corporation, or (ii) the Participant's DSUs vest) and if no such notice is given, then on the first anniversary of the effective date the Participant ceases to be a Director, or an employee, or an officer of the Corporation, at the sole discretion of the Board, that number of Shares equal to the number of DSUs credited to the Participant's DSU Account, such Shares to be issued from treasury of the Corporation; or

(d) Dividends.

- (i) Whenever a Cash Dividend is paid on the Shares, additional DSUs, the number of which will be computed pursuant to Section 7(d)(ii), shall accrue in respect of each Participant who has, prior to such Cash Dividend, been granted DSUs (whether or not such DSUs have vested). DSUs granted pursuant to this Section 7(d) will be credited to the DSU Account of the applicable Participant and vest on the same terms and time as the DSUs in respect of which the additional DSUs were accrued.
- (ii) The number of additional DSUs which shall accrue in respect of each applicable Participant under Section 7(d)(i) shall be calculated by dividing: (a) the amount determined by multiplying: (x) the number DSUs credited to the Participant on the record date for the payment of such Cash Dividend; by (y) the Cash Dividend paid per Share; by (b) the Fair Market Value of a Share on the Cash Dividend payment date for such Cash Dividend, in each case, with fractions computed to two decimal places.

(e) DSU Account. Certificates need not be issued with respect to DSUs. An account, to be known as a "DSU Account" shall be maintained by the Corporation for each Participant granted DSUs and will be credited with notional grants of DSUs received by a Participant from time to time.

SECTION 8. Termination of Service.

Unless otherwise specified by the Board with respect to a particular Option, RSU or DSU, any Option, RSU or DSUs will expire in accordance with the terms of this Section 8.

(a) Termination by Reason of Death. If a Participant's service with the Corporation or any Affiliate or with any Service Provider terminates by reason of death, any Option or RSU held by such Participant will be immediately fully vested and:

- (i) in the case of an Option, such Option shall only be exercisable by the legal representative of the estate or by the legatee of the Participant under the will of the Participant, for a period ending 12 months following the date of death (or, if sooner, on the last day of the stated term of such Option), subject to any extension resulting from a Black Out Period, if applicable.;
- (ii) in the case of RSUs, the RSU Settlement Date in respect of such RSUs shall be accelerated, such that, subject to the fulfillment of any applicable conditions, including performance-based conditions relating to such RSUs, the Shares underlying such RSUs shall be paid or issued as soon as practicable (and in any event not later than thirty days) after such acceleration; and

- (iii) in the case of DSUs, the redemption of such DSUs shall occur in accordance with its terms.

(b) Termination by Reason of Retirement. In the event of the retirement of the Participant from employment by the Corporation, by an Affiliate or by a Service Provider, to the extent that there are any unvested Options or RSUs held by the Participant, such Options or RSUs will thereafter continue to vest and remain exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 12 months following the date of retirement (or, if sooner, on the last day of the stated term of such Options, RSUs or DSUs, as applicable), subject to any extension resulting from a Black Out Period, if applicable. In the event such Participant ceases to be retired and becomes employed or associated with a competitor of the Corporation, determined in the sole discretion of the Board in good faith (“New Employment”), the Options and RSUs will thereafter continue to vest and be exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms), subject to a maximum period of 90 days from the date of New Employment (or, if sooner, on the last day of the stated term of such Option or RSU, as applicable). DSUs will be redeemed in accordance with their terms.

(c) Termination by Reason of Resignation or Natural Termination of Service Provider Contract. In the event of the resignation of the Participant from employment by the Corporation or any Affiliate or Service Provider, or a Service Provider’s contract terminates at its normal termination date, any unvested portion of the Options and RSUs will expire and terminate on the date of resignation or the normal termination or cessation date in the case of a Service Provider, as applicable, and any vested portion of the Options, RSUs and DSUs will be exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 90 days (except a Service Provider engaged in investor relations activities, which shall be 30 days) following the date of resignation or the normal termination date or cessation date, as applicable (or, if sooner, on the last day of the stated term of such Options, RSUs or DSUs, as applicable), subject to any extension resulting from a Black Out Period, if applicable.

(d) Termination by Reason of Disability. If a Participant’s service with the Corporation or any Affiliate or Service Provider terminates by reason of Disability, any Options, RSUs and DSUs held by such Participant that have vested as of the date of Disability of the Participant may thereafter be exercised by the Participant or his or her personal representative, to the extent it was exercisable (or otherwise entitled the holder to receive the underlying Shares in accordance with its terms) at the time of termination, for a maximum period ending 90 days following the date of termination by reason of Disability (or, if sooner, on the last day of the stated term of such Options, RSUs or DSUs, as applicable). subject to any extension resulting from a Black Out Period, if applicable.

(e) Termination of Employment or Service Without Cause. If a Participant’s service as an employee with the Corporation or any Affiliate or Service Provider is terminated without Cause (other than a termination pursuant to Section 8(a), (b), (c) or (d)), or a Participant’s contract as a Service Provider is terminated by the Corporation before its normal termination date without Cause, any unvested portion of the Options and RSUs will vest immediately and remain outstanding on the date of termination, and any such Options, RSUs and/or DSUs will remain exercisable (or otherwise entitle the holder to receive the underlying Shares in accordance with its terms) for a maximum period ending 90 days following the date of termination (or, if sooner, on the last day of the stated term of such Option, RSU or DSU, as applicable), subject to any extension

resulting from a Black Out Period, if applicable. For the purposes of this section only, “date of termination” refers to the later of: (i) the actual last day worked by the employee or the Service Provider and, (ii) the last date of the period that the Participant is in receipt of or is eligible to receive any statutory, contractual or common law notice or pay in lieu thereof.

(f) Termination of Employment or Service With Cause. If a Participant’s service as an employee with the Corporation or any Affiliate or Service Provider is terminated for Cause, or a Participant’s contract as a Service Provider is terminated before its normal termination date for Cause: (i) any Options, RSUs and DSUs held by the Participant, whether vested or unvested, will immediately and automatically expire as of the date of such termination, and (ii) any Shares for which the Corporation has not yet delivered share certificates will be immediately and automatically forfeited and, in the case of Options, the Corporation will refund to the Participant the exercise price paid for such Shares, if any.

(g) Ceasing to Hold Office. Notwithstanding paragraphs (a) through (f), in the event that a Participant who is a Director (but is not an employee, officer or Service Provider whose employment or contract has been terminated for cause or without constructive dismissal) ceases to hold office as a Director of the Corporation, any Options and RSUs held by such Participant will immediately vest and any Options, RSUs or DSUs will be fully exercisable (or Shares in accordance with its terms) for a maximum period ending 12 months following the date of ceasing to hold office (or, if sooner, on the last day of the stated term of such Option, RSU or DSU, as applicable), subject to any extension resulting from a Black Out Period, if applicable.

(h) Notwithstanding the forgoing provisions of this Section 8 and subject to any applicable regulatory approvals, the Committee may, in its discretion, provide for the extension of the exercisability of an Option for any period that is not beyond the applicable expiration date thereof, eliminate or make less restrictive any restrictions governing an Option, DSU or RSU, waive any restriction or other provision of this Plan or an Option, DSU or RSU or otherwise amend or modify the Option, DSU or RSU in any manner that is either (a) not adverse to such Participant or (b) consented to by such Participant.

SECTION 9. Amendment and Termination.

(a) The Board may, in its sole discretion, at any time and from time to time, amend, suspend or terminate the Plan at any time without the approval of Shareholders, provided that no such amendment, suspension or termination may be made without obtaining any required approval of any regulatory authority or stock exchange or materially prejudice the rights of any holder under any Award.

(b) In addition to the changes that may be made pursuant to Section 4(c), the Board may, at any time and from time to time, without the approval of the Shareholders, make amendments to the Plan including, but not limited to:

- (i) amendments of a technical, clerical or “housekeeping” nature, or to clarify any provision of the Plan;
- (ii) termination of the Plan;

- (iii) amendments to respond to changes in legislation, regulations, stock exchange rules or accounting or auditing requirements;
- (iv) amendments in respect of the vesting provisions of any Awards; and
- (v) amendments to the termination provisions of Awards granted under the Plan that do not entail an extension beyond the original expiry date.

provided that:

- (vi) any required approval of any regulatory authority or stock exchange is obtained;
- (vii) if the amendments would reduce the exercise price of Options or extend the expiry date of Awards granted to Insiders, other than as authorized pursuant to Section 4(c), approval of the Shareholders must be obtained;
- (viii) the Board would have had the authority to initially grant the Award under the terms as so amended; and
- (ix) the consent or deemed consent of the holder of the Award is obtained if the amendment would materially prejudice the rights of such holder.

SECTION 10. General Provisions.

(a) The Board may require each Participant to represent to and agree with the Corporation in writing that the Participant is acquiring securities of the Corporation for investment purposes and without a view to distribution thereof and as to such other matters as the Board believes are appropriate.

(b) Shares shall not be issued hereunder unless, in the judgment of counsel for the Corporation, the issuance complies with the requirements of any stock exchange or quotation system on which the Shares are then listed or quoted, all rules and regulations promulgated thereunder and all other applicable laws.

(c) All certificates for Shares or other securities delivered under the Plan will be subject to such Share transfer orders and other restrictions as the Board may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Shares are then listed and any applicable laws, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(d) Neither the adoption of the Plan nor the execution of any document in connection with the Plan will: (i) confer upon any employee of the Corporation or an Affiliate or a Service Provider any right to continued employment or engagement with the Corporation or such Affiliate, or (ii) interfere in any way with the right of the Corporation or such Affiliate to terminate the employment of any of its employees at any time or to terminate the service of any Service Provider.

(e) With respect to any Award, the Participant will pay to the Corporation, or make arrangements satisfactory to the Board regarding the payment of, taxes of any kind required by law to be withheld with respect to any amount includible in the gross income of the Participant as required by applicable law. The obligations of the Corporation under the Plan will be conditioned

on such payment or arrangements and the Corporation will have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

SECTION 11. Effective Date of Plan.

This Plan is effective on February 5, 2021.

SECTION 12. Term of Plan.

The Plan will continue in effect until terminated in accordance with Section 9.

SECTION 13. Invalid Provisions.

In the event that any provision of the Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

SECTION 14. Governing Law.

The Plan and all Awards granted hereunder will be governed by and construed in accordance with the laws of the Province of British Columbia.

SECTION 15. Board Action.

Notwithstanding anything to the contrary set forth in the Plan, any and all actions of the Board or Committee, as the case may be, taken under or in connection with the Plan and any agreements, instruments, documents, certificates or other writings entered into, executed, granted, issued and/or delivered pursuant to the terms hereof, will be subject to and limited by any and all votes, consents, approvals, waivers or other actions of all or certain Shareholders or other Persons required by the Corporation's constating document(s) and any other agreement, instrument, document or writing now or hereafter existing, between or among the Corporation and its shareholders or other Persons (as the same may be amended from time to time).

SECTION 16. Notices.

Any notice to be given to the Corporation pursuant to the provisions of the Plan shall be given by registered or certified mail, postage prepaid, and, addressed, if to the Corporation, at its head office and address to the attention of its CEO (or such other individual as the Corporation may designate in writing from time to time), and, if to a Participant, to his or her address contained in the Corporation's personnel records, or at such other address as such Participant may from time to time designate in writing to the Corporation. Any such notice shall be deemed given or delivered three days after the date of mailing.

Schedule "B"

GAMEON ENTERTAINMENT TECHNOLOGIES INC.

AUDIT COMMITTEE CHARTER

I. Purpose

The primary objective of the Audit Committee (the "**Committee**") of GameOn Entertainment Technologies Inc. (the "**Company**") is to act as a liaison between the Company's Board of Directors (the "**Board**") and the Company's independent auditors (the "**Auditors**") and to oversee (a) the accounting and financial reporting processes of the Company, including the financial statements and other financial information provided by the Company to its shareholders, the public and others, (b) the Company's compliance with legal and regulatory requirements, (c) the audit of the Company's financial statements, (d) the qualification, independence and performance of the Auditors, and (e) the Company's risk management policies and procedures and internal financial and accounting controls, and management information systems. For greater certainty, references to the financial statements of the Company will include, where applicable, the financial statements of the Company's subsidiary entities.

Although the Committee has the powers and responsibilities set forth in this Charter, the role of the Committee is oversight. The members of the Committee are not full-time employees of the Company and may or may not be accountants or auditors by profession or experts in the fields of accounting or auditing and, in any event, do not serve in such capacity. Consequently, it is not the duty of the Committee to conduct audits or to determine that the Company's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles and applicable rules and regulations. These are the responsibilities of management and the Auditors.

The responsibilities of a member of the Committee are in addition to such member's duties as a member of the Board.

II. Organization

A majority of the members of the Committee will be non-executive directors of the Company who satisfy, at a minimum, the laws governing the Company and the independence, financial literacy and financial experience requirements under applicable securities laws, rules and regulations, stock exchange and any other regulatory requirements applicable to the Company.

Members of the Committee must be financially literate as the Board interprets such qualification in its business judgment. A majority of the members of the Committee will not have participated in the preparation of the financial statements of the Company or any current subsidiary at any time during the past three years. All members will be able to read and understand fundamental financial statements, including a company's balance sheet, income statement and cash flow statement.

The Committee will consist of three or more directors of the Company, a majority of whom are not executive officers of the Company. The members of the Committee and the Chair of the Committee will be appointed by the Board. A majority of the members of the Committee will constitute a quorum, provided that if there are only three members, the quorum shall be three. A majority of the members of the Committee will be empowered to act on behalf of the

Committee. Matters decided by the Committee will be decided by majority votes. The chair of the Committee will have an ordinary vote and will not be entitled to exercise a casting vote.

Any member of the Committee may be removed or replaced at any time by the Board and will cease to be a member of the Committee as soon as such member ceases to be a director.

The Committee may form and delegate authority to subcommittees when appropriate.

III. Meetings

The Committee will meet as frequently as circumstances require, but not less frequently than four times per year. The Committee will meet at least quarterly with management, the Company's financial and accounting officer(s) and the Auditors in separate executive sessions to discuss any matters that the Committee or each of these groups believe should be discussed privately. Meetings may be held telephonically to the extent permitted by the Company's organizational documents and applicable law. A resolution in writing signed by all members who are entitled to vote on the resolution at the meeting of the Committee is as valid as if it had been passed at a meeting.

In the absence of the appointed Chair of the Committee at any meeting, the members will elect a chair from those in attendance at the meeting. The Chair, in consultation with the other members of the Committee, will set the frequency and length of each meeting and the agenda of items to be addressed at each upcoming meeting. Notice of the time and place of every meeting shall be given in writing, either by email, fax or personal delivery to each member of the Committee at least 24 hours in advance of the meeting.

The Committee will appoint a recording secretary who will keep minutes of all meetings. The recording secretary may be any person and does not need to be a member of the Committee. The recording secretary for the Committee can be changed by simple notice from the Chair.

The Chair will ensure that the agenda for each upcoming meeting of the Committee is circulated to each member of the Committee as well as the other directors in advance of the meeting.

The Committee may invite, from time to time, such persons as it may see fit to attend its meetings and to take part in discussion and consideration of the affairs of the Committee. The Company's accounting and financial officer(s) and the Auditors will attend any meeting when requested to do so by the Chair of the Committee.

IV. Authority and Responsibilities

The Board, after consideration of the recommendation of the Committee, will nominate the Auditors for appointment by the shareholders of the Company in accordance with applicable law. The Auditors report directly to the Audit Committee. The Auditors are ultimately accountable to the Committee and the Board as representatives of the shareholders.

In fulfilling its duties and responsibilities under this Charter, the Committee will be entitled to reasonably rely on (a) the integrity of those persons within the Company and of the professionals and experts (such as the Auditors) from whom it receives information, (b) the accuracy of the financial and other information provided to the Committee by such persons, professionals or experts and (c) the representations made by the Auditors as to any services provided by them to the Company.

The Committee will have the following responsibilities:

(a) Auditors

1. Be directly responsible for the appointment, compensation, retention (including termination) and oversight of the work of any independent registered public accounting firm engaged by the Company (including for the purposes of preparing or issuing an audit report or performing other audit, review or attestation services or other work for the Company and including the resolution of disagreements between management and the Company's independent registered public accounting firm regarding financial reporting) and ensure that such firm will report directly to it; recommend to the Board the independent auditors to be nominated for appointment as Auditors of the Company at the Company's annual meeting, the remuneration to be paid to the Auditors for services performed during the preceding year; and recommend to the Board and the shareholders the termination of the appointment of the Auditors, if and when advisable.
2. When there is to be a change of the Auditor, review all issues related to the change, including any notices required under applicable securities law, stock exchange or other regulatory requirements, and the planned steps for an orderly transition.
3. Review the Auditor's audit plan and discuss the Auditor's scope, staffing, materiality, and general audit approach.
4. Review on an annual basis the performance of the Auditors, including the lead audit partner.
5. Take reasonable steps to confirm the independence of the Auditors, which include:
 - (a) ensuring receipt from the Auditors of a formal written statement in accordance with applicable regulatory requirements delineating all relationships between the Auditors and the Company;
 - (b) considering and discussing with the Auditors any disclosed relationships or services, including non-audit services, that may impact the objectivity and independence of the Auditors;
 - (c) approving in advance all auditing services and any non-audit related services provided by the Auditors to the Company, and the fees for such services, with a view to ensuring the independence of the Auditors and, in accordance with applicable regulatory standards, including applicable stock exchange requirements, with respect to approval of non-audit related services performed by the Auditors; and
 - (d) as necessary, taking or recommending that the Board take appropriate action to oversee the independence of the Auditors.
6. Review and approve any disclosures required to be included in periodic reports under applicable securities laws, rules and regulations and stock exchange and other regulatory requirements with respect to non-audit services.

7. Confirm with the Auditors and receive written confirmation at least once per year as to (i) the Auditor's internal processes and quality control procedures; and (ii) disclosure of any material issues raised by the most recent internal quality control review, or per review within the preceding five years respecting independent audit carried out by the Auditors or investigations or government or professional enquiries, reviews or investigations of the Auditors within the last five years.
8. Consider the tenure of the lead audit partner on the engagement in light of applicable securities law, stock exchange or applicable regulatory requirements.
9. Review all reports required to be submitted by the Auditors to the Committee under applicable securities laws, rules and regulations and stock exchange or other regulatory requirements.
10. Receive all recommendations and explanations which the Auditors place before the Committee.

(b) Financial Statements and Financial Information

11. Review and discuss with management, the financial and accounting officer(s) and the Auditors, the Company's annual audited financial statements, including disclosures made in management's discussion and analysis, prior to filing or distribution of such statements and recommend to the Board, if appropriate, that the Company's audited financial statements be included in the Company's annual reports distributed and filed under applicable laws and regulatory requirements.
12. Review and discuss with management, the financial and accounting officer(s) and the Auditors, the Company's interim financial statements, including management's discussion and analysis, and the Auditor's review of interim financial statements, prior to filing or distribution of such statements.
13. Review any earnings press releases of the Company before the Company publicly discloses this information.
14. Be satisfied that adequate procedures are in place for the review of the Company's disclosure of financial information and extracted or derived from the Company's financial statements and periodically assess the adequacy of these procedures.
15. Discuss with the Auditor the matters required to be discussed by applicable auditing standards requirements relating to the conduct of the audit including:
 - (a) the adoption of, or changes to, the Company's significant auditing and accounting principles and practices;
 - (b) the management letter provided by the Auditor and the Company's response to that letter; and
 - (c) any difficulties encountered in the course of the audit work, including any restrictions on the scope of activities or access to requested information, or personnel and any significant disagreements with management.

16. Discuss with management and the Auditors major issues regarding accounting principles used in the preparation of the Company's financial statements, including any significant changes in the Company's selection or application of accounting principles. Review and discuss analyses prepared by management and/or the Auditors setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including analyses of the effects of alternative approaches under generally accepted accounting principles.
17. Prepare, or ensure the preparation of, and review any report under applicable securities law, stock exchange or other regulatory requirements, including any reports required to be included in statutory filings.

(c) Ongoing Reviews and Discussions with Management and Others

18. Obtain and review an annual report from management relating to the accounting principles used in the preparation of the Company's financial statements, including those policies for which management is required to exercise discretion or judgments regarding the implementation thereof.
19. Periodically review separately with each of management, the financial and accounting officer(s) and the Auditors; (a) any significant disagreement between management and the Auditors in connection with the preparation of the financial statements, (b) any difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information and (c) management's response to each.
20. Periodically discuss with the Auditors, without management being present, (a) their judgments about the quality, integrity and appropriateness of the Company's accounting principles and financial disclosure practices as applied in its financial reporting and (b) the completeness and accuracy of the Company's financial statements.
21. Consider and approve, if appropriate, significant changes to the Company's accounting principles and financial disclosure practices as suggested by the Auditors or management and the resulting financial statement impact. Review with the Auditors or management the extent to which any changes or improvements in accounting or financial practices, as approved by the Committee, have been implemented.
22. Review and discuss with management, the Auditors and the Company's independent counsel, as appropriate, any legal, regulatory or compliance matters that could have a significant impact on the Company's financial statements, including applicable changes in accounting standards or rules, or compliance with applicable laws and regulations, inquiries received from regulators or government agencies and any pending material litigation.
23. Enquire of the Company's financial and accounting officer(s) and the Auditors on any matters which should be brought to the attention of the Committee concerning accounting, financial and operating practices and controls and accounting practices of the Company.

24. Review the principal control risks to the business of the Company, its subsidiaries and joint ventures; and verify that effective control systems are in place to manage and mitigate these risks.
25. Review and discuss with management any earnings press releases, including the use of "pro forma" or "adjusted" non-GAAP information, as well as any financial information and earnings guidance provided to analysts and rating agencies. Such discussions may be done generally (i.e. discussion of the types of information to be disclosed and the types of presentations made).
26. Review and discuss with management any material off-balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of the Company with unconsolidated entities or other persons, that may have a material current or future effect on financial condition, changes in financial condition, results of operations, liquidity, capital resources, capital reserves or significant components of revenues or expenses. Obtain explanations from management of all significant variances between comparative reporting periods.
27. Review and discuss with management the Company's major risk exposures and the steps management has taken to monitor, control and manage such exposures, including the Company's risk assessment and risk management guidelines and policies.

(d) Risk Management

28. Review, based upon the recommendation of the Auditors and management, the scope and plan of the work to be done by the Company's financial and accounting group and the responsibilities, budget and staffing needs of such group.
29. Ensure that management has designed and implemented effective systems of risk management and internal controls and, at least annually, review the effectiveness of the implementation of such systems.
30. Approve and recommend to the Board for adoption policies and procedures on risk oversight and management to establish an effective and efficient system for identifying, assessing, monitoring and managing risk relating to financial management and internal control.
31. Review the appointment of the chief financial officer and any key financial executives involved in the financial reporting process and recommend to the Board any changes in such appointments.

(e) Other Responsibilities

32. Create an agenda for the ensuing year.
33. Review and approve related-party transactions if required under applicable securities law, stock exchange or other regulatory requirements.
34. Review and approve (a) any change or waiver in the Company's Code of Business Conduct and Ethics applicable to senior financial officers and (b) any disclosures

made under applicable securities law, stock exchange or other regulatory requirements regarding such change or waiver.

35. Establish, review and approve policies for the hiring of employees, partners, former employees or former partners of the Company's Auditors or former independent auditors.
36. Review and reassess the duties and responsibilities set out in this Charter annually and recommend to the Board any changes deemed appropriate by the Committee.
37. Review its own performance annually, seeking input from management and the Board.
38. Confirm annually that all responsibilities outlined in this Charter have been carried out.
39. Perform any other activities consistent with this Charter, the Company's constating documents and governing law, as the Committee or the Board deems necessary or appropriate.

V. Reporting

The Committee will report regularly to the Board and will submit the minutes of all meetings of the Audit Committee to the Board. The Committee will also report to the Board on the proceedings and deliberations of the Committee at such times and in such manner as the Board may require. The Committee will review with the full Board any issues that have arisen with respect to quality or integrity of the Company's financial statements, the Company's compliance with legal or regulatory requirements, the performance or independence of the Auditors or the performance of the Company's financial and accounting group.

VI. Resources and Access to Information

The Committee will have the authority to retain independent legal, accounting and other advisors or consultants to advise the Committee, as it determines necessary to carry out its duties.

The Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities. The Committee has direct access to anyone in the organization and may request any officer or employee of the Company or the Company's outside counsel or the Auditors to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee with or without the presence of management. In the performance of any of its duties and responsibilities, the Committee will have access to any and all books and records of the Company necessary for the execution of the Committee's obligations.

The Committee will determine the extent of funding necessary for payment of (a) compensation to the Company's independent public accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attestation services for the Company, (b) compensation to any independent legal, accounting and other advisors or consultants retained to advise the Committee and (c) ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.