



IMMERSIVE TECH

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

**NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR**

To be held on November 2, 2023

Dated: September 18, 2023



NOTICE AND ACCESS NOTIFICATION TO SHAREHOLDERS

Dear Shareholder:

You are receiving this notification because XR Immersive Tech Inc. (“**Immersive**” 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 via Zoom on Thursday, November 2, 2023 at 8:00 a.m. (Pacific Time).

Register in advance for this meeting:

https://us06web.zoom.us/meeting/register/tZMlfuqsrz8pHt3g7R0F6kFoOm1_cjzCLMn

After registering, you will receive a confirmation email containing information about joining the meeting.

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 years ended December 31, 2020, December 31, 2021 and December 31, 2022, 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 SRCO Professional Corporation, 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, to pass, 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**”);
6. to consider and, if deemed advisable, to pass, with or without variation, a special resolution to approve the cancellation of the Company’s existing form of Articles and the adoption of a new form of Articles (the “**New Articles Resolution**”) as more particularly described in the Circular;
7. to consider and, if deemed advisable, to pass, with or without variation, should the New Articles Resolution not be passed, a special resolution to approve the amendment of the Part 14 – Election and Removal of Directors of the current Articles of the Company, in accordance with *the Business Corporations Act* (British Columbia) to include new Article 14.11 – Advance Notice Provisions (the “**Advance Notice Provisions Resolution**”) as more particularly described in the Appendix I to the Schedule “C” to the Circular;
8. to consider and, if deemed advisable, to pass, with or without variation, should the New Articles Resolution not be passed, a special resolution to approve the amendment of the Part 7 – Alteration of Capital of the current Articles of the Company, in accordance with *the Business Corporations Act* (British Columbia) to amend it by replacing it with the new Part 7 – Alterations as more particularly described in the Appendix II to the Schedule “C” to the Circular (the “**Alterations Resolution**”);
9. to consider and, if deemed advisable, to pass, with or without variation, should the New Articles Resolution not be passed, a special resolution to approve the amendment of the existing Articles of the Company, in accordance with *the Business Corporations Act* (British Columbia) to amend Article 11.3 of the Part 11 - Proceedings at General Meetings as more particularly described in the Circular (the “**Quorum Resolution**”);
10. to consider and, if deemed advisable, to pass, with or without variation, a special resolution authorizing the directors to consolidate the common shares of the Company on the basis of one (1) new post-consolidation common share for every six (6) currently outstanding common shares, as more particularly described in the Circular (the “**Consolidation Resolution**”); and
11. 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 September 18, 2023. 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”. **Immersive urges shareholders to review the management proxy materials, in particular, the Circular, prior to voting.**

Immersive is 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 Immersive’s audited consolidated financial statements for the year ended December 31, 2022 and management’s discussion and analysis, online on Immersive’s website at <https://www.immersivetech.co/investors> and under the Company’s profile on SEDAR at www.sedarplus.ca.

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 Tuesday, October 31, 2023, through Immersive’s website <https://www.immersivetech.co/>, 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 Proxy Materials for up to one year from the date the Proxy Materials were filed on www.sedarplus.ca.

For more information regarding notice-and-access or to obtain a paper copy of the Proxy 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

To be valid, proxies must be received by our transfer agent, Odyssey Trust Company, no later than 8:00 a.m. (Pacific Time) on Tuesday, October 31, 2023, 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: 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 XR Immersive Tech Inc.

DATED at Vancouver, British Columbia, this 18th day of September, 2023.

By Order of the Board of Directors

“A Shabeer Sinnalebbe”

A Shabeer Sinnalebbe

Chief Executive Officer and Director



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

MANAGEMENT INFORMATION CIRCULAR

The information contained in this management information circular (this “**Information Circular**”) is as of September 18, 2023, unless otherwise noted.

This Information Circular is being mailed by the management of XR Immersive Tech Inc. (the “Company”) to holders of common shares of the Company (“Shareholders”) of record as at the close of business on September 18, 2023, which is the date that has been fixed by the directors of the Company as the record date to determine the Shareholders who are entitled to receive notice of the meeting. The Company is mailing this Information Circular in connection with the solicitation of proxies by and on behalf of the Company for use at its annual general meeting (the “**Meeting**”) of the Shareholders, that is to be held virtually on Thursday, November 2, 2023, at 8:00 a.m. (Pacific Time). The solicitation of proxies will be primarily by mail. Certain employees or directors of the Company may also solicit proxies by telephone or in person. The cost of solicitation will be borne by the Company.

In this Information Circular, references to the “**Company**”, “**we**”, “**our**” and “**XR Immersive Tech**” refer to XR Immersive Tech 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.sedarplus.ca 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://www.immersivetech.co/investors> and under the Company's SEDAR profile at www.sedarplus.ca.

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 8:00 a.m. (Pacific Time) on Tuesday, October 31, 2023, (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

(i) If you are a registered Shareholder of the Company as at **September 18, 2023**, 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

(ii) 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 A Shabeer Sinnalebbe, Chief Executive Officer and a director of the Company and Sheri Rempel, Chief Financial Officer and a director of the Company (collectively, the “**Management Proxyholders**”).

A Shareholder wishing to appoint some other person or company (who need not be a Shareholder) other than the designated persons named in the form of proxy to represent him or her at the Meeting has the right to do so, either by inserting such other 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

(iii) 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.

(iv) 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.

(v) 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 and any other matter that may properly come before the Meeting.** At the time of printing this Circular, management of the Company is not aware of any such amendments, variations, or other matter to be presented for action at the Meeting. If, however, any amendments, variations, or 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

(vi) 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.

(vii) 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 8:00 a.m. (Pacific Time) on Tuesday, October 31, 2023, 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 depository 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 September 18, 2023, 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 attend and vote at the Meeting or any adjournment or postponement of 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 two persons present and being, or representing by proxy, Shareholders holding not less than 10% of the shares 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 91,143,641 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 VRAR and quoted on the OTC Markets under the symbol FNTTF.

PRINCIPAL HOLDERS OF COMMON SHARES

To the knowledge of the directors and executive officers of the Company, as at the Record Date, other than disclosed below, 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.

Shareholder Name	Number of Common Shares	Percentage of Issued Common Shares ⁽¹⁾
Victory Square Technologies Inc.	53,297,570 ⁽²⁾	58.47% ⁽³⁾

(1) Based on 91,143,641 Common Shares issued and outstanding as of September 18, 2023.

(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 Information 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 years ended December 31, 2020, December 31, 2021, and December 31, 2022 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.sedarplus.ca).

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 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.

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 (and for the past five years for new nominees); 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, Province, Country 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
A Shabeer Sinnalebbe <i>Ontario, Canada</i> CEO and Director	Chief Executive Officer, XR Immersive Tech Inc.	August 16, 2022	6,142,857
Sheri Rempel <i>British Columbia, Canada</i> CFO, Corporate Secretary and Director	Owner of CTB Consulting Inc. and ARO Consulting Inc.	November 16, 2016	Nil
Shafin Diamond Tejani ⁽²⁾ <i>British Columbia, Canada</i> Director	Chief Executive Officer/Founder, Victory Square Labs Inc. since 2008.	September 1, 2022	88,459
Alexandros Tziliios ⁽²⁾ <i>British Columbia, Canada</i> Director	Corporate Development at Victory Square Entertainment Technologies Inc.	May 1, 2021	Nil
Kamen Petrov ⁽²⁾ <i>Varna, Bulgaria</i> Director	CTO of SynthesisVR and CTO of XR Immersive Tech Inc. since September 2022.	August 16, 2022	6,142,857

(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.

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 Information Circular.

APPOINTMENT OF AUDITORS

SRCO Professional Corporation, Chartered Professional Accountants, is the independent registered certified auditor of the Company since April 6, 2023.

At the Meeting, Shareholders will be asked to approve the appointment of SRCO Professional Corporation, Chartered Professional Accountants, located at 111 Richmond Street West, Toronto, ON, M5H 2G4 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 SRCO Professional Corporation, 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 SRCO Professional Corporation, 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 Corporation 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 an equity incentive plan (the "**Equity Incentive Plan**"), a copy of which is attached as Schedule "A" to this Information Circular. The Company will maintain the Equity Incentive Plan in accordance with the policies and requirements of the CSE.

Particulars of the Equity Incentive Plan are described in *Section 4 – Statement of Executive Compensation in this Information Circular*.

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 26,501,898 Common Shares that will be excluded from the Equity Incentive Plan Shareholder vote.

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 Information Circular, is hereby approved;*
- 2. The Company is hereby authorized to issue awards under the Equity Incentive Plan to acquire up to 10% of the issued and outstanding 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 Shares voted in respect thereof at the Meeting by Disinterested Shareholders is required. The Board unanimously recommends that Shareholders vote in favour of the Equity Incentive Plan resolution.

Unless otherwise instructed, the Management Proxyholders appointed pursuant to the accompanying form of proxy intend to vote FOR the approval of the Equity Incentive Plan.

ADOPTION OF NEW ARTICLES

The Articles of the Company, among other things, set out rules for the conduct of its business and affairs. The Company's current Articles (the "**Current Articles**") are available through the Internet on SEDAR at www.sedarplus.ca. Management of the Company wishes to adopt new Articles (the "**New Articles**"), which will bring the Company up-to-date with current corporate practices under the *Business Corporations Act* (British Columbia) for companies whose shares are listed on the Canadian Securities Exchange. A copy of the New Articles are attached hereto as Schedule "B" to the Circular. The New Articles are substantively similar to the Current Articles and the primary deletions and/or additions to the New Articles from that of the Current Articles are set out below.

Advance Notice Provisions

The directors of the Company are proposing that the New Articles of the Company include an advance notice provision, as more particularly described below under the Amendment of Articles: Advance Notice Provisions.

The New Articles also refine a number of “housekeeping” and other primary provisions contained in the Current Articles as follows:

Alterations

The New Articles indicate that the Company may by director’s resolution or by ordinary resolution, in each case as determined by the directors, create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares; increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares; subdivide or consolidate all of any of its unissued or fully paid issued shares; change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; increase the par value of any unissued shares with par value; decrease the par value of any shares with par value; or alter the name or designation of all or any of its issued or unissued shares. Under the Current Articles, the Company may complete the above by special resolution, provided that no such alteration will be valid as to any part of the issued shares of any class or series unless the holders of the rest of the issued shares or series either all consent thereto in writing or consent thereto by a separate resolution passed by a majority of 3/4 of the votes cast.

The New Articles also indicate that subject to the *Business Corporations Act*, the Company may: (a) by director’s resolution or ordinary resolution, in each case as determined by the directors, create special rights and restrictions for, and attach those special rights and restrictions to, the shares of any class or series of shares, if none of those shares have been issued, or vary and delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued; and (b) by special resolution of the shareholders of the class or series affected, do any of the acts described in (a) above, if any of the shares of the class or series of shares have been issued. Under the Current Articles, the Company may complete the above by special resolution, provided that no such alteration will be valid as to any part of the issued shares of any class or series unless the holders of the rest of the issued shares or series either all consent thereto in writing or consent thereto by a separate resolution passed by a majority of 3/4 of the votes cast, and further provided that no right or special right attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class or series whose right or special right is so prejudiced or interfered with consent in writing, or unless a separate resolution is consented to by shareholders holding shares of each such class or series passed by a majority of 3/4 (or such greater majority as required).

Lastly, the New Articles indicate that the Company may change its name by way of directors’ resolution. Under the Current Articles, the Company may change its name by way of special resolution.

Quorum at Shareholder Meetings

The New Articles indicate that subject to special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one or more persons present and being, or representing by proxy, two or more shareholders entitled to attend and vote at the meeting. Under the Current Articles, a quorum shall be two persons present and being, or representing by proxy, Shareholders holding not less than 10% of the shares entitled to be voted at the meeting.

At the Meeting, shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, the following New Articles Resolution:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

- 1. The cancellation of the Current Articles of the Company and the adoption of a new form of Articles for the Company in the form attached as Schedule “B” to the Circular prepared for the annual general and special meeting of the Company held on November 2, 2023 be and are hereby approved*
- 2. The Board of Directors of the Company be and are hereby authorized to revoke this special resolution and abandon or terminate cancellation of the existing Articles and the adoption of a new form of Articles for the*

Company if the Board deems it appropriate and in the best interests of the Company to do so, without further confirmation, ratification or approval of the shareholders; and

3. *Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution."*

The Company's management recommends that the Shareholders vote in favour of the cancellation of the Current Articles of the Company and the adoption of a new form of Articles for the Company. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the New Articles Resolution.

AMENDMENT OF ARTICLES: ADVANCE NOTICE PROVISIONS

Introduction

The Board is proposing that if the New Articles Resolution is not passed, that the existing Articles of the Company be amended by special resolution to include advance notice provisions (the "**Advance Notice Provisions**"), intended to: (i) facilitate an orderly and efficient annual general or, where the need arises, special, meeting; (ii) ensure that all shareholders receive adequate notice of the director nominations and sufficient information with respect to all nominees; and (iii) allow shareholders to register an informed vote having been afforded reasonable time for appropriate deliberation.

Purpose of the Advance Notice Provisions

The purpose of the Advance Notice Provisions is to provide shareholders, directors and management of the Company with a clear framework for nominating directors. The Advance Notice Provisions fix a deadline by which holders of record of Shares of the Company must submit director nominations to the Company prior to any annual or special meeting of shareholders and set forth the information that a shareholder must include in the notice to the Company for the notice to be in proper written form in order for any director nominee to be eligible for election at any annual or special meeting of shareholders.

Effect of the Advance Notice Provisions

Subject only to the *Business Corporations Act* (British Columbia) and the Advance Notice Provisions incorporated into the Company's Articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the Board may be made at any annual meeting of shareholders, or at any special meeting of shareholders, if one of the purposes for which the special meeting was called was the election of directors.

In order to be eligible for election to the Board at any annual meeting or special meeting of shareholders, persons must be nominated in accordance with one of the following procedures:

- (a) by or at the direction of the Board, including pursuant to a notice of meeting;
- (b) by or at the direction or request of one or more shareholders pursuant to a valid proposal made in accordance the provisions of the *Business Corporations Act* (British Columbia), or a requisition of the shareholders made in accordance with the *Business Corporations Act* (British Columbia); or
- (c) by any person (a "**Nominating Shareholder**"): (i) who, at the close of business on the date of the giving of the notice provided for below for in the Advance Notice Provisions and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more Shares carrying the right to vote at such meeting or who beneficially owns Shares that are entitled to be voted at such meeting; and (ii) who complies with the notice procedures set forth below in the Advance Notice Provisions.

In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given (a) timely notice thereof in proper written form to the Corporate Secretary of the Company at the principal executive offices of the Company in accordance with these Advance Notice Provisions and (b) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in this Advance Notice Provisions.

To be timely, a Nominating Shareholder's notice to the Corporate Secretary of the Company must be made: (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of

shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the “**Notice Date**”) on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made. In no event shall any adjournment or postponement of a meeting of shareholders, or the announcement thereof, or the reconvening of any adjourned or postponed meeting of shareholders commence a new time period for the giving of a Nominating Shareholder’s notice as described above. Notwithstanding the foregoing, the Board may, in its sole discretion, waive the time periods summarized above.

To be in proper written form, a Nominating Shareholder’s notice to the Corporate Secretary of the Company must set forth:

- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director:
 - (i) the name, age, business address and residential address of the person;
 - (ii) the principal occupation and employment history for the past five years of the person; the citizenship of such person;
 - (iii) a personal information form in the form prescribed by the appropriate securities exchange;
 - (iv) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;
 - (v) a statement as to whether such person would be “independent” of the Company (within the meaning of applicable securities law) if elected as a director at such meeting and the reasons and basis for such determination;
 - (vi) confirmation that such person is not prohibited or disqualified from acting as a director;
 - (vii) any other information relating to the person that would be required to be disclosed in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* (British Columbia) and Applicable Securities Laws (as defined below); and
 - (viii) a written consent of such person to being named as a nominee and to serve as a director if elected; and
- (b) as to the Nominating Shareholder giving the notice:
 - (i) any information relating to such Nominating Shareholder that would be required to be made in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* (British Columbia) and Applicable Securities Laws (as defined below); and
 - (ii) the class or series and number of Shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice.

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a director of the Company or that could be material to a reasonable shareholder’s understanding of the independence, or lack thereof, or such proposed nominee.

To be eligible to be a candidate for election as a director of the Company and to be duly nominated, a candidate must be nominated in the manner prescribed in the Advance Notice Provisions and the candidate for nomination, whether nominated by the board or otherwise, must have previously delivered to the Corporate Secretary of the Company at the principal executive offices of the Company, not less than 5 days prior to the date of the meeting of shareholders, a written representation and agreement (in form provided by the Company) that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person’s term in office as a director (and, if requested by any candidate for nomination, the Corporate Secretary of the Company shall provide to such candidate for nomination all such policies and guidelines

then in effect).

No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of the Advance Notice Provisions; provided, however, that nothing in the Advance Notice Provisions shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter that is properly brought before such meeting pursuant to the *Business Corporations Act* (British Columbia) or at the discretion of the chair of the meeting. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

Notwithstanding any other provision of the Advance Notice Provisions, notice or any delivery given to the Corporate Secretary of the Company pursuant to the Advance Notice Provisions may only be given by personal delivery, facsimile transmission or by email (provided that the Corporate Secretary of the Company has stipulated an email address for purposes of this notice, at such email address as stipulated from time to time), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Corporate Secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described in this Advance Notice Provisions or the delivery of a representation and agreement as described in these Advance Notice Provisions.

Shareholder Confirmation

In order to implement the Advance Notice Provisions, the shareholders of the Company will be asked to consider and, if thought fit, pass a special resolution, requiring a minimum majority of two thirds of the votes cast in person or represented by proxy at the Meeting by the shareholders of the Company, to amend the Company's Articles. Holders of Common Shares, eligible to vote as of the Record Date, will each be entitled to vote on the special resolution. The full text of the proposed alteration to the Company's Articles to include the Advance Notice Provisions is attached to this Circular as Appendix I to Schedule "C".

If the Advance Notice Provisions Resolution is passed, the amendment to the Articles will become effective on the date and time that the special resolution is received for deposit at the Company's records office, which the Company anticipates will be immediately after the Meeting.

Shareholders will be asked at the Meeting to vote on the following special resolution:

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

- 1. The Articles of the Company be and are hereby amended by adding the text substantially in the form attached as Appendix "I" to Schedule "C" to the Circular prepared for the annual general and special meeting of the Company held on November 2, 2023, as and at Article 14.11, the Advance Notice Provisions of the Articles;*
- 2. The Board of Directors of the Company be and are hereby authorized to revoke this special resolution and abandon or terminate the alteration of the Articles if the Board deems it appropriate and in the best interests of the Company to do so, without further confirmation, ratification or approval of the shareholders; and*
- 3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution."*

A majority vote of a minimum of two-thirds of the votes cast on the resolution must be received in order to pass the above special resolution. Management and the Board of Directors of the Company believe the Advance Notice Provisions will provide a clear framework for nominating directors. **The Company's management recommends that the Shareholders vote in favour of the Advance Notice Provisions Resolution. Unless you give instructions otherwise, the**

Management Proxyholders intend to vote FOR the Advance Notice Provisions Resolution.

AMENDMENT OF ARTICLES: ALTERATIONS

The Board is proposing that if the New Articles Resolution is not passed, that the PART 7 - ALTERATION OF CAPITAL of the Current Articles of the Company be amended by special resolution to replace the current PART 7 – ALRETIION OF CAPITAL with a new PART 7 – ALTERATIONS, which will authorize the Company by director’s resolution or by ordinary resolution, in each case determined by the directors, to (i) create or increase the number of shares with par value or shares without par value, (ii) increase the par value of a class of shares with par value, if no shares of that class are issued; or (iii) create one or more series of shares. Under the Current Articles, the Company may complete the above by special resolution, provided that no such alteration will be valid as to any part of the issued shares of any class or series unless the holders of the rest of the issued shares or series either all consent thereto in writing or consent thereto by a separate resolution passed by a majority of 3/4 of the votes cast.

The new PART 7 – ALTERATIONS will further authorize the Company by director’s resolution or by ordinary resolution, in each case determined by the directors, to (i) subdivide all or any of its unissued or fully paid issued shares with par value into shares with smaller par value; (ii) subdivide all or any of its unissued or fully paid issued shares without par value so that the number of those shares is increased; (iii) consolidate all or any of its shares with par value into shares of larger par value; (iv) consolidate all or any of its shares without par value so that the number of those shares authorized is reduced; (v) change all or any of its unissued or fully paid issued shares with par value into shares without par value; (vi) increase the par value of any unissued shares with par value; (vii) change all or any of its unissued shares without par value into shares with par value; (viii) decrease the par value of any shares with par value; (ix) alter the name or designation of all or any of its issued or unissued shares; or (x) alter the provisions as to the maximum price or consideration at or for which shares without par value may be issued. Under the Current Articles, the Company may complete the above by special resolution, provided that no such alteration will be valid as to any part of the issued shares of any class or series unless the holders of the rest of the issued shares or series either all consent thereto in writing or consent thereto by a separate resolution passed by a majority of 3/4 of the votes cast.

The new PART 7 – ALTERATIONS will also further authorize the Company: (a) by director’s resolution or ordinary resolution, in each case as determined by the directors, to create special rights and restrictions for, and attach those special rights and restrictions to, the shares of any class or series of shares, if none of those shares have been issued, or vary and delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued; and (b) by special resolution of the shareholders of the class or series affected, to do any of the acts described in (a) above, if any of the shares of the class or series of shares have been issued. Under the Current Articles, the Company may complete the above by special resolution, provided that no such alteration will be valid as to any part of the issued shares of any class or series unless the holders of the rest of the issued shares or series either all consent thereto in writing or consent thereto by a separate resolution passed by a majority of 3/4 of the votes cast, and further provided that no right or special right attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class or series whose right or special right is so prejudiced or interfered with consent in writing, or unless a separate resolution is consented to by shareholders holding shares of each such class or series passed by a majority of 3/4 (or such greater majority as required).

Lastly, the new PART 7 – ALTERATIONS will also authorize the Company to change its name by way of directors’ resolution. Under the Current Articles, the Company may change its name by way of special resolution.

In order to effect the amendment of PART 7 – ALTERATION OF CAPITAL of the Current Articles, the shareholders of the Company will be asked to consider and, if thought fit, pass a special resolution, requiring a minimum majority of two thirds of the votes cast in person or represented by proxy at the Meeting by the shareholders of the Company, to amend the Company’s Articles. Holders of Common Shares, eligible to vote as of the Record Date, will each be entitled to vote on the special resolution. The full text of the proposed PART 7 – ALTERATIONS to the Company’s Articles to replace the PART 7 – ALTERATION OF CAPITAL is attached to this Circular as Appendix II to Schedule “C”.

If the special resolution is passed, the amendment to the Articles will become effective on the date and time that the special resolution is received for deposit at the Company’s records office, which the Company anticipates will be immediately after the Meeting.

Shareholders will be asked at the Meeting to vote on the following special resolution:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

- 1. The Articles of the Company be and are hereby amended by removing of PART 7 – ALTERATION OF CAPITAL and adding the text substantially in the form attached as Appendix “II” to Schedule “C” to the Circular prepared for the annual general meeting of the Company held on November 2, 2023, as and at Articles 7.1 – 7.4;*
- 2. The Board of Directors of the Company be and are hereby authorized to revoke this special resolution and abandon or terminate the alteration of the Articles if the Board deems it appropriate and in the best interests of the Company to do so, without further confirmation, ratification or approval of the shareholders; and*
- 3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution.”*

A majority vote of a minimum of two-thirds of the votes cast on the resolution must be received in order to pass the above special resolution. Management and the Board of Directors of the Company believe the new PART 7 – ALTERATION will provide flexibility and a clear framework for the Company to effect various alterations. **The Company’s management recommends that the Shareholders vote in favour of the Alterations Resolution. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Alterations Resolution.**

AMENDMENT OF ARTICLES: QUORUM

The Board is proposing that if the New Articles Resolution is not passed, that Article 11.3 of PART 11 - PROCEEDINGS AT GENERAL MEETINGS of the Current Articles be amended as follows:

Remove the first sentence of Article 11.3: *“Except as provided in the Act and these Articles a quorum shall be two persons present and being, or representing by proxy, Shareholders holding not less than 10% of the shares entitled to be voted at the meeting.”*

And replace the first sentence of Article 11.3 with the following sentence:

“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 a meeting of shareholders is one or more persons present and being, or representing by proxy, two or more shareholders entitled to attend and vote at the meeting.”

In order to effect the amendment of Article 11.3 of PART 11 – PROCEEDINGS AT GENERAL MEETINGS of the Current Articles, the shareholders of the Company will be asked to consider and, if thought fit, pass a special resolution, requiring a minimum majority of two thirds of the votes cast in person or represented by proxy at the Meeting by the shareholders of the Company, to amend the Company’s Articles. Holders of Common Shares, eligible to vote as of the Record Date, will each be entitled to vote on the special resolution.

If the special resolution is passed, the amendment to the Articles will become effective on the date and time that the special resolution is received for deposit at the Company's records office, which the Company anticipates will be immediately after the Meeting.

Shareholders will be asked at the Meeting to vote on the following special resolution:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

- 1. The Articles of the Company be and are hereby amended, as described in the Circular prepared for the annual general meeting of the Company held on November 2, 2023, by replacing the first sentence of Article 11.3 of PART 11 – PROCEEDINGS AT GENERAL MEETINGS of the Current Articles and adding the text:*

“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 a meeting of shareholders is one or more persons present and being, or representing by proxy, two or more shareholders entitled to attend and vote at the meeting.”;

- 2. The Board of Directors of the Company be and are hereby authorized to revoke this special resolution and abandon or terminate the alteration of the Articles if the Board deems it appropriate and in the best interests of the Company to do so, without further confirmation, ratification or approval of the shareholders; and*

3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolution."

A majority vote of a minimum of two-thirds of the votes cast on the resolution must be received in order to pass the above special resolution. Management and the Board of Directors of the Company believe the amendment to Article 11.3 of PART 11 – PROCEEDINGS AT GENERAL MEETING will provide flexibility for the Company to hold and accommodate quorum of its shareholder meetings with greater effectiveness. **The Company's management recommends that the Shareholders vote in favour of the Quorum Resolution. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Quorum Resolution.**

CONSOLIDATION RESOLUTION

Introduction

The Board is proposing that Shareholders approve a special resolution providing for the consolidation of the Company's issued and outstanding Common Shares at a ratio of six (6) pre-consolidation Common Shares for one (1) post-consolidation Common Share (the "**Consolidation**").

Effect of the Consolidation

If approved and implemented, the Consolidation will occur simultaneously for all of the Company's issued and outstanding Common Shares. The Common Shares will be consolidated at a ratio of up to six (6) pre-consolidation Common Shares for one (1) post-consolidation Common Share, such that following the Consolidation, it is the expectation that the Company's listed securities will improve as it will provide the Company with increased flexibility to seek additional financing opportunities. The implementation of the Consolidation would not affect the total Shareholders' equity of the Company or any components of Shareholders' equity as reflected on the Company's financial statements except to change the number of issued and outstanding Common Shares to reflect the Consolidation.

If the Consolidation would result in a Shareholder holding a fraction of a share, no fraction or fractional share or certificate will be issued. In the event that the Consolidation would result in a Shareholder holding a fractional Common Share that is less than 1/2 of a Common Share, such fractional Common Share shall be rounded down to the nearest whole number of Common Shares and any fractional Common Share post-Consolidation will be cancelled without payment of any consideration. In the event that the Consolidation would result in a Shareholder holding a fractional Common Share that is at least 1/2 of a Common Share, such fractional Common Share shall be rounded up to the nearest whole number of Common Shares. In all other respects, the post-consolidation Common Shares will have the same attributes as the existing Common Shares. The Consolidation will not change a Shareholder's proportionate interest in the Corporation, even though such ownership will be represented by a smaller number of Common Shares.

Effect on Convertible Securities

The exercise or conversion price and/or the number of Common Shares issuable under any outstanding convertible securities, including under outstanding options, warrants, rights, and any other similar securities of the Company will be proportionately adjusted upon the implementation of the Consolidation, in accordance with the terms of such securities, on the same basis as the Consolidation.

Certain Risks Associated with the Consolidation

There can be no assurance that the total market capitalization of the Company (the aggregate value of all Common Shares at the market price then in effect) immediately after the Consolidation will be equal to or greater than the total market capitalization immediately before the Consolidation. In addition, there can be no assurance that the per-share market price of the Common Shares following the Consolidation will equal or exceed the direct arithmetical result of the Consolidation. In addition, a decline in the market price of the Common Shares after the Consolidation may result in a greater percentage decline than would occur in the absence of a Consolidation and the liquidity of the Common Shares could be adversely affected.

Implementation

The Consolidation Resolution, as set out below, provides that the Board is authorized, in its sole discretion, to determine not to proceed with the proposed Consolidation without further approval of the Shareholders of the Company. The Board

is authorized to revoke the Consolidation Resolution in its sole discretion without further approval of the Shareholders of the Company at any time prior to implementation of the Consolidation.

If the Consolidation Resolution is approved, no further action on the part of the Shareholders will be required in order for the Board to implement the Consolidation.

Shareholder Confirmation

In order to implement the Consolidation, the shareholders of the Company will be asked to consider and, if thought fit, pass a special resolution, requiring a minimum majority of two thirds of the votes cast in person or represented by proxy at the Meeting by the shareholders of the Company, to approve the Consolidation. Holders of Common Shares, eligible to vote as of the Record Date, will each be entitled to vote on the special resolution.

Shareholders will be asked at the Meeting to vote on the following special resolution:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

- 1. The Board of Directors of the Company (the “Board”) be and is hereby authorized to take such actions as are necessary to consolidate all of the issued and outstanding Common Shares at a consolidation ratio of up to six (6) pre-consolidation Common Shares for one (1) post-consolidation Common Share;*
- 2. The Board be and is hereby authorized in its sole direction to fix the ratio to be used in the Consolidation, provided that such ratio shall not exceed one (1) post-consolidation Common Share for every six (6) pre-consolidation Common Shares outstanding;*
- 3. In the event that the Consolidation Ratio would otherwise result in the issuance to any shareholder of a fractional post-consolidation Common Share, no fractional post-consolidation Common Shares shall be issued. Where the Consolidation Ratio would result in the issuance to any shareholder of a fractional Common Share that is less than 1/2 of a Common Share, the number of post-consolidation Common Shares issuable to such shareholder shall be rounded down to the nearest whole number, and where the Consolidation Ratio would result in the issuance to any shareholder of a fractional Common Share that is at least 1/2 of a Common Share, the number of post-consolidation Common Shares issuable to such shareholder shall be rounded up to the nearest whole number;*
- 4. The Board, in its sole discretion, may act upon this resolution to effect the Consolidation, or, if deemed appropriate and without any further approval from the shareholders of the Company, may choose not to act upon this special resolution notwithstanding shareholder approval of the Consolidation, and it be and is hereby authorized to revoke this special resolution in its sole discretion at any time prior to effecting the Consolidation;*
- 5. Any officer or director of the Company be and is hereby authorized to cancel (or cause to be cancelled) any certificates evidencing the existing Common Shares and to issue (or cause to be issued) certificates representing the new Common Shares to the holders thereof; and*
- 6. Any one director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts and things as he or she may determine to be necessary or advisable to give effect to this special resolution including, without limitation, articles of amendment, if necessary, in the form required pursuant to the Business Corporations Act (British Columbia), the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.”*

A majority vote of a minimum of two-thirds of the votes cast on the resolution must be received in order to pass the above special resolution. **The Company’s management recommends that the Shareholders vote in favour of the Consolidation Resolution. Unless you give instructions otherwise, the Management Proxyholders intend to vote FOR the Consolidation Resolution.**

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, 2022 and December 31, 2021 and the decision-making process relating to compensation.

Information contained in this Statement of Executive Compensation is as of December 31, 2022 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 XR Immersive Tech 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 the foregoing definition, during the last completed financial year of the Company, the Company had two (2) NEOs, namely, A Shabeer Sinnalebbe, CEO, and Sheri Rempel, CFO and Corporate Secretary.

DIRECTOR AND NEO COMPENSATION

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation (excluding compensation securities) paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or any of its subsidiaries, 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 any of its subsidiaries.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Ahamed Shabeer Sinnalebbe⁽¹⁾ CEO & Director	2022	120,000	Nil	Nil	Nil	Nil	120,000
	2021	N/A	N/A	N/A	N/A	N/A	N/A
Timothy Bieber⁽²⁾ Former CEO & Director	2022	101,006	Nil	Nil	Nil	Nil	101,006
	2021	134,025	Nil	Nil	Nil	255,134	389,159
Sheri Rempel⁽³⁾ CFO, Corporate Secretary and Director	2022	112,987	Nil	Nil	Nil	13,887	126,874
	2021	47,783	Nil	Nil	Nil	19,476	67,259
Alvin Graylin⁽⁴⁾ Former Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	154,785	154,785
Cathy Hackl⁽⁵⁾ Former Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	18,588	Nil	Nil	Nil	77,903	96,491
Alexandros Tziliios⁽⁶⁾ Director	2022	Nil	Nil	Nil	Nil	55,549	55,549
	2021	Nil	Nil	Nil	Nil	77,903	77,903
Shafin Diamond Tejani⁽⁷⁾ Director President, CEO & Director of the former parent company	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	93,520	93,520
Adrian Duke⁽⁸⁾ Chief Design Officer	2022	99,485	Nil	Nil	Nil	Nil	99,485
	2021	117,000	Nil	Nil	Nil	Nil	117,000
Kamen Petrov⁽⁹⁾ Director	2022	120,000	Nil	Nil	Nil	Nil	120,000
	2021	N/A	N/A	N/A	N/A	N/A	N/A

(1) Ahamed Shabeer Sinnalebbe was appointed as a director of the Company on August 16, 2022 and as CEO on September 1, 2022.

(2) Timothy Bieber was appointed President, CEO and a director of the Company on May 1, 2021. Fees paid by the Company to Evolved Media Inc., a company controlled by Timothy Bieber for CEO services. Mr. Bieber resigned on September 1, 2022.

(3) Sheri Rempel was appointed CFO and a director of the Company on November 16, 2016, and Corporate Secretary on May 1, 2021. Fees were accrued and as of the date of this circular have not been paid by the Company to ARO Consulting Inc., a company controlled by Sheri Rempel for full cycle bookkeeping, CFO and corporate secretarial services.

(4) Alvin Graylin was appointed as a director of the Company on May 1, 2021 and resigned on August 16, 2022.

(5) Cathy Hackl was appointed as a director of the Company on May 1, 2021 and resigned on August 14, 2022.

(6) Alexandros Tziliios was appointed as a director of the Company on May 1, 2021.

(7) Shafin Diamond Tejani is CEO & Director of Victory Square Technologies Inc., that held 100% of issued and outstanding shares of the Company until April 2021, and current 10% holder of issued and outstanding common shares of the Company. Mr. Tejani was appointed as a director of the Company on September 1, 2022.

(8) Adrian Duke was appointed as the Chief Design Officer effective May 31, 2021.

(9) Kamen Petrov was appointed as a director of the Company on August 16, 2022.

Stock Options and Other Compensation Securities

Compensation securities granted or issued to each NEO and director during the financial years ended December 31, 2021 and December 31, 2022 for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries are 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
Timothy Bieber <i>Former CEO and Director</i>	Stock Options	400,000 incentive stock options 400,000 underlying common shares (0.53%)	May 1, 2021	\$0.25	n/a	\$0.265	May 1, 2026 ⁽²⁾
Sheri Rempel <i>CFO, Corporate Secretary and Director</i>	Stock Options	200,000 incentive stock options 200,000 underlying common shares (0.26%)	May 1, 2021	\$0.25	n/a	\$0.265	May 1, 2026
Alvin Graylin <i>Former Director</i>	Stock Options	1,300,000 incentive stock options 1,300,000 underlying common shares (1.71%)	May 19, 2021	\$0.25	n/a	\$0.265	May 1, 2026 ⁽³⁾
Cathy Hackl <i>Former Director</i>	Stock Options	800,000 incentive stock options 800,000 underlying common shares (1.05%)	May 12, 2021	\$0.25	n/a	\$0.265	May 1, 2026 ⁽⁴⁾
Alexandros Tziliios <i>Director</i>	Stock Options	800,000 incentive stock options 800,000 underlying common shares (1.05%)	May 15, 2021	\$0.25	n/a	\$0.265	May 1, 2026

(1) Based on 76,050,785 common shares issued and outstanding as of December 31, 2021.

(2) Options expired on December 1, 2022 due to Mr. Bieber's resignation effective on September 1, 2022.

(3) Options expired on November 16, 2022 due to Mr. Graylin's resignation effective August 16, 2022.

(4) Options expired on November 16, 2022 due to Ms. Hackl's resignation effective August 14, 2022.

During fiscal year 2022, other than disclosed, no other incentive securities have been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year.

Except for the vesting schedule under the Escrow Agreement as defined and disclosed below, there are no other restrictions or conditions for converting, exercising or exchanging the compensation securities.

No NEO or director of the Company exercised any compensation securities during the financial year ended December 31, 2022.

Directors, executive officers and insiders of the Company (the "Escrow Shareholders") entered into an escrow agreement, dated August 9, 2021 (the "Escrow Agreement") with the Company pursuant to which the Escrow Shareholders have agreed to deposit the securities of the Company which they hold with Odyssey Trust Company until they are released in accordance with terms of the Escrow Agreement, the policies of the CSE and applicable securities law as follows:

For delivery to complete the IPO	All escrow securities sold by you in the permitted secondary offering
On the listing date	1/10 of your original number of escrow securities less the escrow securities sold by you in the permitted secondary offering
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities

For delivery to complete the IPO	All escrow securities sold by you in the permitted secondary offering
24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	1/2 of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

OPTION TO PURCHASE SECURITIES

Equity Incentive Plan

The board of directors of the Company (the “**Board**”) adopted the Equity Incentive Plan on April 20, 2021. The Equity Incentive Plan provides for the grant of stock options (“**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 except 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 aggregate number of Awards granted to one service provider engaged in Investor Relations Activities 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;
- f. 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;
- g. 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
- h. 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.

Exercise Price

The exercise price per Common 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 Common Share on the CSE (or any other stock exchange or market on which the Common 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 permitted by the CSE. 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 CSE.

Vesting

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.

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 of the Equity Incentive Plan.

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.

DSUs granted on a particular date will vest on the date of grant.

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 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 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.

Compensation to Associates

No awards, earnings, payments or payables were made to any associates of named executives or directors of the Company.

External Management Companies

None of the NEOs or directors of the Company have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly.

Employment, Consulting and Management Agreements

On May 1, 2021, the Company entered into the CEO Employment Agreement with Timothy Bieber. Pursuant to the CEO Employment Agreement, the Company will: (i) pay Mr. Bieber an annual salary of \$120,000; (ii) issue an aggregate of 400,000 Stock Options each exercisable to acquire one Common Share at an exercise price of \$0.25 for a period of five years from the date of issuance; (iii) issue 600,000 Bonus Warrants with each such warrant exercisable to acquire one Common Share at a price of \$0.25 for a period of five years from the date of issuance and vesting in accordance with performance milestones; (iv) issue the CEO 600,000 Go-Public Shares on completion of a Going Public Transaction (as defined in the Final Prospectus dated August 9, 2021 and available under the Company’s profile on SEDAR (www.sedarplus.ca)); and (v) pay a one-time cash bonus of up to \$25,000 on the achievement by the Company of certain performance milestones.

Mr. Bieber resigned effective September 1, 2022.

A. Shabeer Sinnalebbe was appointed CEO effective September 1, 2022 and no formal compensation agreement is in place.

Oversight and Description of Director and Named Executive Compensation

The Board of Directors as a whole has the responsibility of determining the compensations for the NEOs, directors and other senior management. The Board of Directors has not established any compensation committee nor any formal policies and practices to determine the compensation for the Company’s directors and executive officers.

When determining individual compensation levels for the Company's NEOs, a variety of factors will be considered including: the overall financial and operating performance of the Company, each NEO's individual performance and contribution towards meeting corporate objectives and each NEO's level of responsibility and length of service.

The Company's executive compensation is intended to be consistent with the Company's business plans, strategies and goals. The Company's executive compensation program is intended to provide appropriate compensation that permits the Company to attract and retain highly qualified and experienced senior executives and to encourage superior performance by the Company. The Company's compensation policies are intended to motivate individuals to achieve and to award compensation based on corporate and individual results.

See "Employment, Consulting and Management Agreements" for compensation arrangements for the Company's NEOs.

The Company has not used any peer group to determine compensation for its directors and NEOs.

There have been no significant changes to the Company's compensation policies made after the financial year ended December 31, 2022 that could or will have an effect on director or NEO compensation.

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.

Pension Plan Benefits and Other Deferred Compensation Plans

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans currently in place or proposed at this time.

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, 2022:

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	4,265,000 options 8,085,626 warrants	\$0.36	9,406,546 options
Total	12,350,626	\$0.36	9,406,546 options¹

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 and rights that is equal to 15% of the issued and outstanding common shares from time to time.

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 "D".

Composition of the Audit Committee

The Company's Audit Committee is currently comprised of Alexandros Tziliotis, Kamen Petrov 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, Messrs. Tziliotis, Tejani and Petrov are all considered to be independent members of the Audit Committee.

Relevant Education and Experience

Alexandros Tziliotis has more than 15 years' experience with roles within wealth management, M&A and venture capital, Mr. Tziliotis has been directly involved with financing and M&A transactions with aggregate values exceeding \$50 million. Mr. Tziliotis is currently the President, CEO, Corporate Secretary and a Director of Savanna Capital Corp. (TSXV: SAC.P) and Hydreight Technologies Inc. (TSXV:NURS). Mr. Tziliotis holds a BBA in Accounting and Finance from Capilano University and a property manager license from the Sauder School of Business and has completed the Canadian Securities Institute's Canadian Securities Course.

Kamen Petrov is an entrepreneur with over 18 years of experience in deploying cutting-edge B2B technologies to the telecommunication and entertainment sectors. Mr. Petrov co-founded SynthesisVR Inc in 2017 and has been a driving force in making SynthesisVR a widely recognized platform and brand. SynthesisVR delivers management and automation software as well as content licensing services to thousands of businesses worldwide. Mr Petrov has a Bachelor's in Information Technologies (2008) as well two Master's degrees in Forensic Expertise and Forensic Computer-Technical Expertise (2014) from the Varna Free University.

Shafin Diamond Tejani Shafin Diamond Tejani is a serial entrepreneur and investor, with a knack for spotting tech trends early and bringing the right talent together to solve real problems. As the CEO of Victory Square Technologies (VST), he's pioneered a unique venture-build model to support startup growth — offering expertise and leadership, not just funding, to unlock value and generate revenue. VST's current portfolio consists of 25 companies at the cutting-edge of innovation, with a focus on AI/ML, digital health, gaming, blockchain, VR/AR, cybersecurity and cloud computing.

Prior to founding VST, Shafin launched his first company, an online dating website, out of his dorm room at the age of 19. Since then, he has gone on to launch over 40 startups in 21 different countries, employed over 350 people and generated over \$1 billion in enterprise value.

Shafin has received numerous awards, including Inc.'s 500 Fastest Growing Companies, the Prime Minister's Volunteer Award, EY's Technology Entrepreneur of the Year, BC Tech Person of the Year and Canadian Angel Investor of the Year.

Outside of his entrepreneurial work, Shafin has become one of Canada's leading advocates of venture philanthropy, with a focus on ensuring that more children and youth reach their full potential. Over the years, Shafin and his team have donated 10,000 volunteer hours and helped raise more than \$88 million in support of these causes.

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 for 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 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
SRCO Professional ⁽¹⁾ Corporation, Chartered Professional Accountants	December 31, 2022	\$136,000 ⁽²⁾	\$Nil ⁽²⁾	\$Nil ⁽²⁾	\$Nil
Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants	December 31, 2021	\$121,295	\$Nil	\$Nil	\$Nil

(1) Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, was appointed the Company’s auditor in 2021 and resigned effective February 23, 2023. SRCO Professional Corporation, Chartered Professional Accountants was appointed the Company’s auditor on April 6, 2023.

(2) As at the date of this Information 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, 2022 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;
- (i) insider trading;
- (ii) the development and mandate of the Company's Disclosure Committee;
- (iii) rumours and speculation; and
- (iv) 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.

The Board facilitates its independent supervision over management by choosing management who demonstrate a high level of integrity and ability and having strong independent Board members. Further supervision is performed through the Audit Committee who may meet with the Company's auditors without management being in attendance.

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 Alexandros Tziliis, Kamen Petrov and Shafin Diamond Tejani. A. Shabeer Sinnalebbe and Sheri Rempel are not independent by virtue of the fact that they are executive officers of the Company – Mr. Sinnalebbe is the CEO and Ms. Rempel is CFO and Corporate 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
Sheri Rempel	Victory Square Technologies Inc.	Canadian Securities Exchange
	Lanebury Growth Capital Ltd.	Canadian Securities Exchange
	Omega Pacific Resources Inc.	Canadian Securities Exchange

Name of Director	Name of Reporting Issuer or Equivalent	Exchange or Market
	LFNT Resources Corp.	Canadian Securities Exchange
Alexandros Tziliotis	Hydreight Technologies Inc. Savanna Capital Corp.	TSX Venture Exchange Reporting Issuer
Shafin Diamond Tejani	Victory Square Technologies Inc. Hydreight Technologies Inc. GameOn Entertainment Technologies Inc.	Canadian Securities Exchange TSX Venture Exchange Canadian Securities Exchange

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.sedarplus.ca) 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 is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees to fill vacancies and for the next annual meeting the Shareholders.

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. 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

The Board is responsible for, among other things, reviewing and shaping all compensation arrangements for the executive officers and directors of the Company.

The Company does not currently pay its directors any remuneration for acting as directors and the only compensation for acting as directors received by non-management directors is through the grant of incentive stock options. The quantity and quality of the Board compensation is reviewed on an annual basis. At present, the Board is satisfied that the current Board compensation arrangements adequately reflect the responsibilities and risks involved in being an effective director of the Company. The number of options to be granted to any director or officer is determined by the Board as a whole, thereby providing the independent directors with significant input into compensation decisions. Stock options to be

granted to “management” directors are required, as a matter of Board practice, to be reviewed and approved by the “non-management” directors. Given the current size and limited scope of operations of the Company, the Board does not believe that a formal compensation committee is required. At such time as, in the opinion of the Board, the size and activities of the Company and the number of management employees warrants it, the Board will consider it necessary to appoint a formal compensation committee.

For further information regarding how the Company determines compensation for its directors and executive officers, see *Section 4 – Executive Compensation – Director and NEO Compensation*.

Committees of the Board of Directors

The Company has no other committees other than 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

As of the date of this Information Circular, 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 the 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, 2022, 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.

PENALTIES AND SANCTIONS

As at the date of this Information 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, to the knowledge of the Company, no proposed nominee for election as a director of the Company is, or has been, within ten (10) years before the date of this Information 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:
 - (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**"), that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; 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.

Sheri Rempel is the CFO 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.

Shafin Diamond Tejani is the CEO and a director of Victory Square Technologies Inc. (CSE:VST), which was subject to the CTO against the Company issued by the BCSC and OSC on August 6, 2019 for failure to file its 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.

On May 4, 2022, the BCSC issued a cease trade order against VST for failure of VST to file its audited financial statements and management's discussion & analysis for the year ended December 31, 2021. VST filed the outstanding materials and the cease trade order was revoked by the BCSC on June 7, 2022.

Shafin Diamond Tejani is a director of the Company. On May 2, 2023, the BCSC and OSC issued a cease trade order against GameOn Entertainment Technologies Inc. (CSE: GET) (“**GameOn**”) where Mr. Tejani and Ms. Dillen serve as directors, for failure of GameOn to file its audited financial statements and management’s discussion & analysis and related certifications for the year ended December 31, 2022, and interim financial statements and management's discussion and analysis for the period ended March 31, 2022, and related certifications. GameOn filed the outstanding materials and the cease trade order was revoked by the BCSC on July 10, 2023.

Shafin Diamond Tejani, A Shabeer Sinnalebbe, Sheri Rempel, Alexandros Tziliou, and Kamen Petrov are directors of the Company, and Mr. Sinnalebbe and Ms. Rempel also serve as the CEO and CFO of the Company, respectively, which was subject to a cease trade order issued by the BCSC and OSC on May 2, 2023, for failure of Immersive to file its audited financial statements and management’s discussion & analysis and related certifications for the year ended December 31, 2022, and interim financial statements and management's discussion and analysis for the period ended March 31, 2022, and related certifications. The Company filed the outstanding materials and the cease trade order was revoked by the BCSC on July 27, 2023.

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, 2022, which, as well as additional information relating to the Company may be obtained without charge upon request to the Company at Suite 401, 750 West Pender Street, Vancouver, British Columbia, Canada V6C 1T2 – 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.sedarplus.ca).

BOARD APPROVAL

The contents of this Circular and the mailing thereof to the Shareholders have been approved by the Board of the Company.

Dated at Vancouver, British Columbia, this 18th day of September, 2023.

BY ORDER OF THE BOARD

Signed: *"A Shabeer Sinnalebbe"*

A Shabeer Sinnalebbe

Chief Executive Officer and Director

SCHEDULE "A"

XR IMMERSIVE TECH INC.

EQUITY INCENTIVE PLAN

SECTION 1. Purpose; Definitions.

(a) **Purpose.** The purpose of this Equity Incentive Plan (the "**Plan**") is to enable XR Immersive Tech 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 permitted 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 or termination by the Participant from employment or engagement 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. Nothing in this Section shall be construed to permit the term of any Option, DSU or RSU to be contrary to any applicable regulatory requirement or law.

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 **April 20, 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.

XR IMMERSIVE TECH INC.
(the "Company")

The Company has as its articles the following articles.

Full name and signature of director	Date of signing
_____ ***, Director	_____ ****

..... Incorporation Number: BC1096828

ARTICLES

1.	Interpretation	2
2.	Shares and Share Certificates	2
3.	Issue of Shares	4
4.	Share Registers	5
5.	Share Transfers	6
6.	Transmission of Shares	7
7.	Purchase of Shares	7
8.	Borrowing Powers	8
9.	Alterations	9
10.	Meetings of Shareholders	10
11.	Proceedings at Meetings of Shareholders	12
12.	Votes of Shareholders	16
13.	Directors	19
14.	Election and Removal of Directors	21
15.	Alternate Directors	26
16.	Powers and Duties of Directors	27
17.	Disclosure of Interest of Directors	28
18.	Proceedings of Directors	29
19.	Executive and Other Committees	31
20.	Officers	33
21.	Indemnification	33
22.	Dividends	34
23.	Documents, Records and Reports	36
24.	Notices	36
25.	Seal	38
26.	Prohibitions	39
27.	Change Of Registered And Records Office	39

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
- (2) “*Business Corporations Act*” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (3) “*Interpretation Act*” means the *Interpretation Act* (British Columbia) from time to time in force and includes amendments thereto, and all regulations thereunder
- (4) “legal personal representative” means the personal or other legal representative of a shareholder;
- (5) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register; and
- (6) “seal” means the seal of the Company, if any.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

1.3 Severability of Invalid Provisions

The invalidity or unenforceability of any provision of these Articles will not affect the validity or enforceability of the remaining provisions of these Articles.

1.4 Signing

Expressions referring to signing shall be construed as including facsimile signatures and the receipt of messages by telecopy or electronic mail or any other method of transmitting writing and indicating thereon that the requisite instrument is signed, notwithstanding that no actual original or copy of an original signature appears thereon.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate acknowledgment and delivery of a share certificate or acknowledgment for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgment is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

- (1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

- (1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and
- (2) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

2.10 Certificates May Be Uncertificated

Notwithstanding any other provisions of this Part, the directors may, by resolution, provide that:

- (a) The shares of any or all of the classes and series of the Company's shares may be uncertificated shares; or
- (b) Any specified shares may be uncertificated shares.

2.11 Direct Registration System

For greater certainty, but subject to this Article 2.11, a registered shareholder may have his holdings of shares of the Company evidenced by an electronic, book-based, direct registration system or other non-certificated entry or position on the register of shareholders to be kept by the Company in place of a physical share certificate pursuant to such registration system as may be adopted by the Company, in conjunction with its transfer agent. This Article 2.11 shall be read such that a registered holder of shares of the Company pursuant to any such electronic, book-based, direct registration service or other non-certificated entry or position shall be entitled to all of the same benefits, rights and entitlements and shall incur the same duties and obligations as a registered holder of shares evidenced by a physical share certificate. The Company and its transfer agent may adopt such policies and procedures and require such documents and evidence as they may determine necessary or desirable in order to facilitate the adoption and maintenance of a share registration system by electronic, book-based, direct registration system or other non-certificated means.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may, at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (a) past services performed for the Company;
 - (b) property;
 - (c) money; and
- (2) the directors in their discretion have determined that the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

Subject to Article 26, transfer of a share of the Company must not be registered unless the following has been received by the Company:

- (1) in the case of a share certificate that has been issued by the Company in respect of the share to be transferred, that share certificate and a written instrument of transfer made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
- (2) in the case of a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate that has been issued by the Company in respect of the share to be transferred, a written instrument of transfer that directs that the transfer of the shares be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
- (3) in the case of a share that is an uncertificated share, a written instrument of transfer that directs that the transfer of the share be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
- (4) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of shares to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful.

For the purpose of this Article, delivery or surrender to the agent that maintains the Company's central securities register or a branch securities register, if applicable, will constitute receipt by or surrender to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register

the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

- (1) in the name of the person named as transferee in that instrument of transfer; or
- (2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (1) is not entitled to vote the share at a meeting of its shareholders;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

8.1 Power to Borrow and Issue Debt Obligations

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

8.2 Features of Debt Obligations

Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, or with special privileges as to redemption, surrender, drawing, allotment or conversion into or exchange for shares or other securities, attending and voting at general meetings of the Company, appointment of directors or otherwise and may, by their terms, be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the directors may determine.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by directors' resolution or by ordinary resolution, in each case determined by the directors:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (4) if the Company is authorized to issue shares of a class of shares with par value:
 - (a) decrease the par value of those shares; or
 - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the Act,

and, if applicable, alter its Notice of Articles and, if applicable, its Articles, accordingly.

9.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may:

- (1) by directors' resolution or by ordinary resolution, in each case as determined by the directors, create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, if none of those shares have been issued; or vary or delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued; and
- (2) by special resolution of the shareholders of the class or series affected, do any of the acts in (1) above, if any of the shares of the class or series of shares have been issued.

9.3 Change of Name

The Company may by directors' resolution, authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

The Company, except as otherwise provided by these Articles and subject to the *Business Corporations Act*, may:

- (1) by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize alterations to the Articles that are procedural or administrative in nature or are matters that pursuant to these Articles are solely within the directors' powers, control or authority; and
- (2) if the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Place of Meetings of Shareholders

Meetings of shareholders may be held at a location outside of British Columbia to be determined and approved by a directors' resolution.

10.5 Meetings by Telephone or Other Electronic Means

A meeting of the Company's shareholders may be held entirely or in part by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, if approved by directors' resolution prior to the meeting and subject to the *Business Corporations Act*. Any person participating in a meeting by such means is deemed to be present at the meeting.

10.6 Notice for Meetings of Shareholders

Subject to Article 10.2, the Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by directors' resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

10.7 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.8 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.9 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.10 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (1) state the general nature of the special business; and

- (2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document:
 - (a) will be available for inspection by shareholders at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice during statutory business hours on any one or more specified days before the day set for the holding of the meeting; and
 - (b) may be available by request from the Company or may be accessible electronically or on a website, as determined by the directors.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 *Special Business*

At a meeting of shareholders, the following business is special business:

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
 - (a) business relating to the conduct of or voting at the meeting;
 - (b) consideration of any financial statements of the Company presented to the meeting;
 - (c) consideration of any reports of the directors or auditor;
 - (d) the setting or changing of the number of directors;
 - (e) the election or appointment of directors;
 - (f) the appointment of an auditor;
 - (g) the setting of the remuneration of an auditor;
 - (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 *Special Majority*

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

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 a meeting of shareholders is one or more persons present and being, or representing by proxy, two or more shareholders entitled to attend and vote at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (1) The quorum is one person who is, or who represents by proxy, that shareholder; and
- (2) That shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the corporate secretary (if any), the assistant corporate secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (1) the chair of the board, if any; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any, the corporate secretary, if any, or any director of the Company.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board, chief executive officer, president, or vice-president or director present within 15 minutes after the time set for holding the meeting, or if the chair of the board, the chief executive officer, president and all vice-presidents and all directors are unwilling to act as chair of the meeting, or if the chair of the board, the chief executive officer, the president, and all vice-presidents and directors have advised the corporate secretary, if any, or the solicitor for the Company, that they will not be present at the meeting, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (1) the poll must be taken:
 - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

- (1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (1) for that purpose, the instrument appointing a representative must:
 - (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (2) if a representative is appointed under this Article 12.5:
 - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint up to two proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 Proxy Holder Need Not Be Shareholder

A person who is not a shareholder may be appointed as a proxy holder.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (2) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (2) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder): _____

Signed *[month, day, year]*

[Signature of Shareholder]

[Name of Shareholder – printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

- (1) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (2) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

- (1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

12.16 Chair May Determine Validity of Proxy

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Article 12 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at the meeting and any such determination made in good faith shall be final, conclusive and binding upon the meeting.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (1) Subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors.
- (2) if the Company is a public company, the greater of three and the most recently set of:
 - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (b) the number of directors set under Article 14.4;

- (3) if the Company is not a public company, the most recently set of:
- (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

- (1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

- (1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director;
- (3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

- (1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (3) the date on which his or her successor is elected or appointed; and
- (4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

14.12 Advance Notice of Nominations of Directors

- (1) Subject only to the *Business Corporations Act* and these Articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board of directors may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:
 - (a) by or at the direction of the board of directors, including pursuant to a notice of meeting;
 - (b) by or at the direction or request of one or more shareholders pursuant to a "proposal" made in accordance with Division 7 of Part 5 of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with section 167 of the *Business Corporations Act*; or
 - (c) by any shareholder of the Company (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this Article 14.12 and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 14.12.
- (2) In addition to any other requirements under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given notice thereof that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Corporate Secretary of the Company at the head office of the Company.
- (3) To be timely, a Nominating Shareholder's notice must be received by the Corporate Secretary of the Company:
 - (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date

that is less than 50 days after the date (the “**Notice Date**”) on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be received not later than the close of business on the 10th day following the Notice Date; and

- (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder’s notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of such notice.

- (4) To be in proper written form, a Nominating Shareholder’s notice to the Corporate Secretary of the Company must set forth:

- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the person; (B) the present principal occupation, business or employment of the person within the preceding five years, as well as the name and principal business of any company in which such employment is carried on; (C) the citizenship of such person; (D) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; (E) a statement as to whether such person would be “independent” of the Company (within the meaning of Applicable Securities Laws) if elected as a director at such meeting and the reasons and basis for such determination; (F) confirmation that the person meets the qualifications of directors set out in the *Business Corporations Act*; and (G) any other information relating to the person that would be required to be disclosed in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below); and
- (b) as to the Nominating Shareholder giving the notice, full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below); and
- (c) the class or series and number of Shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice.

The Nominating Shareholder's notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

- (5) No person shall be eligible for election as a director of the Company unless:
- (a) nominated in accordance with the provisions of this Article 14.12; and
 - (b) such person has delivered to the Corporate Secretary of the Company at the principal executive offices of the Company, not less than five days prior to the date of the meeting of shareholders, a written representation and agreement (in the form provided by the Company) that such person, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person's term in office as a director (and, if requested by such person, the Corporate Secretary of the Company shall provide to such person for nomination all such policies and guidelines then in effect),

provided, however, that nothing in this Article 14.12 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

- (6) For purposes of this Policy:
- (a) **"Applicable Securities Laws"** means the applicable securities legislation of each province and territory of Canada in which the Company is a reporting issuer, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada; and
 - (b) **"public announcement"** shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.
- (7) Notwithstanding any other provision of this Article 14.12, notice given to the Corporate Secretary of the Company pursuant to this Article 14.12 may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Corporate Secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the Corporate Secretary at the address of the head office of the Company, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt

of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

- (8) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Article 14.12.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an “**appointor**”) may by notice in writing received by the Company appoint any person (an “**appointee**”) who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

- (1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;
- (4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 *Alternate Director Not an Agent*

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 *Revocation of Appointment of Alternate Director*

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 *Ceasing to be an Alternate Director*

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) his or her appointor revokes the appointment of the alternate director.

15.8 *Remuneration and Expenses of Alternate Director*

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 *Powers of Management*

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 *Appointment of Attorney of Company*

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 *Obligation to Account for Profits*

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 *Restrictions on Voting by Reason of Interest*

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 *Interested Director Counted in Quorum*

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 *Disclosure of Conflict of Interest or Property*

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 *Director Holding Other Office in the Company*

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 *No Disqualification*

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 *Professional Services by Director or Officer*

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

- (1) the chair of the board, if any;
- (2) if there is no chair of the board or in the absence of the chair of the board, the chief executive officer, if any, if the chief executive officer is a director;
- (3) if there is no chief executive officer or in the absence of the chief executive officer, the president, if any, if the president is a director; or
- (4) any other director chosen by the directors (as such manner as they may determine) if:
 - (a) neither the chair of the board, if any, the chief executive officer, if any and if a director, the president if any and if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (b) neither the chair of the board, if any, the chief executive officer, if any and if a director, the president, if any and if a director, is willing to chair the meeting; or
 - (c) the chair of the board, if any, the chief executive officer, if any and if a director, the president, if any and if a director, have advised the corporate secretary, if any, and any other director, or the solicitor for the Company, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a

communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the corporate secretary or an assistant corporate secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of directors then in office or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in as many counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove a director;
- (3) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
 - (a) the power to fill vacancies in the board of directors;
 - (b) the power to remove a director;

- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
 - (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

- (1) conform to any rules that may from time to time be imposed on it by the directors; and
- (2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

- (1) determine the functions and duties of the officer;
- (2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (1) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (2) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
 - (a) is or may be joined as a party; or
 - (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) “expenses” has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with Business Corporations Act

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5:00 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
 - (a) for a record mailed to a shareholder, the shareholder's registered address;
 - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

- (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
 - (a) for a record delivered to a shareholder, the shareholder's registered address;
 - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
 - (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

- (1) A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.
- (2) A record that is faxed to a person referred to in Article 24.1 is deemed to be received by that person on the day it was faxed.
- (3) A record that was emailed to a person referred to in Article 24.1 is deemed to be received by the person to whom it was emailed on the day it was emailed.

24.3 Certificate of Sending

A certificate signed by the corporate secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (1) mailing the record, addressed to them:

- (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the corporate secretary, treasurer, secretary-treasurer, an assistant corporate secretary, an assistant treasurer or an assistant corporate secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

- (1) “designated security” means:
 - (a) a voting security of the Company;
 - (b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (c) a security of the Company convertible, directly or indirectly into a security described in paragraph (a) or (b);
- (2) “security” has the meaning assigned in the *Securities Act* (British Columbia);
- (3) “voting security” mean a security of the Company that:
 - (a) is not a debt security;
 - (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred, or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

27. CHANGE OF REGISTERED AND RECORDS OFFICE

The Company may appoint or change its registered and records offices, or either of them, and the agent responsible therefore, at any time by directors’ resolution. After the appointment of the first registered and records office agent, such agent may terminate its appointment pursuant to the *Business Corporations Act*.

SCHEDULE "C"

Appendix I – Advance Notice Provisions

14.11 Advance Notice of Nominations of Directors

- (1) Subject only to the *Business Corporations Act* and these Articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board of directors may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:
 - (a) by or at the direction of the board of directors, including pursuant to a notice of meeting;
 - (b) by or at the direction or request of one or more shareholders pursuant to a "proposal" made in accordance with Division 7 of Part 5 of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with section 167 of the *Business Corporations Act*; or
 - (c) by any shareholder of the Company (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this Article 14.11 and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 14.11.
- (2) In addition to any other requirements under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given notice thereof that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Corporate Secretary of the Company at the head office of the Company.
- (3) To be timely, a Nominating Shareholder's notice must be received by the Corporate Secretary of the Company:
 - (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be received not later than the close of business on the 10th day following the Notice Date; and
 - (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of such notice.

- (4) To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Company must set forth:
 - (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the person; (B) the present principal occupation, business or employment of the person within the preceding five years, as well as the name and principal business of any company in which such employment is carried on; (C) the citizenship of such person; (D) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as

of the date of such notice; (E) confirmation that the person meets the qualifications of directors set out in the *Business Corporations Act*; and (F) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below); and

- (b) as to the Nominating Shareholder giving the notice, (A) full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below), and (B) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice.

The Nominating Shareholder's notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

- (5) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.11; provided, however, that nothing in this Article 14.11 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.
- (6) For purposes of this Policy:
- (a) **"Applicable Securities Laws"** means the applicable securities legislation of each province and territory of Canada in which the Company is a reporting issuer, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada; and
- (b) **"public announcement"** shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedarplus.ca
- (7) Notwithstanding any other provision of this Article 14.11, notice given to the Corporate Secretary of the Company pursuant to this Article 14.11 may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Corporate Secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the Corporate Secretary at the address of the head office of the Company, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.
- (8) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Article 14.11.

Schedule "C"

Appendix II – Alterations

PART 7 - ALTERATIONS

7.1 Alteration of Authorized Share Structure

Subject to Article 7.2 and the *Business Corporations Act*, the Company may by directors' resolution or by ordinary resolution, in each case determined by the directors:

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
 - A. decrease the par value of those shares; or
 - B. if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or
- (g) otherwise alter its shares or authorized share structure.

7.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may:

- (1) by directors' resolution or by ordinary resolution, in each case as determined by the directors, create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, if none of those shares have been issued; or vary or delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued; and
- (2) by special resolution of the shareholders of the class or series affected, do any of the acts in (1) above, if any of the shares of the class or series of shares have been issued.

7.3 Change of Name

The Company may by directors' resolution, authorize an alteration of its Notice of Articles in order to change its name.

7.4 Other Alterations

The Company, except as otherwise provided by these Articles and subject to the *Business Corporations Act*, may:

- (3) by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize alterations to the Articles that are procedural or administrative in nature or are matters that pursuant to these Articles are solely within the directors' powers, control or authority; and
- (4) if the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

SCHEDULE "D"

XR IMMERSIVE TECH INC.

AUDIT COMMITTEE CHARTER

I. Purpose

The primary objective of the Audit Committee (the "**Committee**") of XR Immersive Tech 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 constituting 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.