

**PR TECHNOLOGY INC.**  
**1001 – 1166 Alberni St.**  
**Vancouver, BC V6E 3Z3**  
**Tel: 778-331-3813**

**Form 51-102F6V**  
**STATEMENT OF EXECUTIVE COMPENSATION**

**Summary Compensation Table**

The following disclosure (presented in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**") sets forth the compensation paid, awarded, granted, given or otherwise provided to each named executive officer and director for the most recently completed financial year.

"**Named Executive Officer**" (or "**NEO**") means each of the following individuals:

- (a) the CEO;
- (b) the CFO;
- (c) the most highly compensated executive officer of the Company, including any of its subsidiaries, or the most highly compensated individual acting in a similar capacity, other than the CEO and CFO, 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 NEO 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.

**Director and NEO Compensation, Excluding Compensation Securities**

The following table sets forth the compensation paid, awarded, granted, given or otherwise provided, directly or indirectly, by the Company to each NEO and director for the two most recently completed financial years:

Table of Compensation (Excluding Compensation Securities)							
Name and Position	Year	Salary, consulting fees retainer or commission (\$) <sup>(1)(2)</sup>	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of All Other Compensation (\$)	Total Compensation (\$) <sup>(1)(2)</sup>
<b>Chang Guk</b> <sup>(3)</sup> CEO and a Director	2021	\$42,365	Nil	Nil	Nil	Nil	\$42,365
	2020	N/A	N/A	N/A	N/A	N/A	N/A

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<b>Brian Causey</b> <sup>(8)(11)</sup> CFO and Corporate Secretary	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	N/A	N/A	N/A	N/A	N/A	N/A
<b>Jong in Park</b> <sup>(3)</sup> Director	2021	\$54,366	Nil	Nil	Nil	Nil	\$54,366
	2020	\$ 4,886	Nil	Nil	Nil	Nil	\$4,886
<b>Sean (Seyeon) Kim</b> <sup>(3)(11)</sup> Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	N/A	N/A	N/A	N/A	N/A	N/A
<b>Doug Blakeway</b> <sup>(5)(10)</sup> Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	N/A	N/A	N/A	N/A	N/A	N/A
<b>Sean Peasgood</b> <sup>(5)(10)</sup> Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	N/A	N/A	N/A	N/A	N/A	N/A
<b>Neon Jun Ryu</b> <sup>(9)</sup> Director	2021	\$65,155	N/A	N/A	N/A	N/A	\$65,155
	2020	N/A	N/A	N/A	N/A	N/A	N/A
<b>Young Seok Kim</b> <sup>(3)(7)</sup> Former Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	N/A	N/A	N/A	N/A	N/A	N/A
<b>Im sik Jeong</b> <sup>(7)</sup> Former Director	2021	\$26,117	Nil	Nil	Nil	Nil	\$26,117
	2020	\$ 5,330	Nil	Nil	Nil	Nil	\$ 5,330
<b>Su Ho Cho</b> <sup>(4)</sup> Former CEO and Former Director	2021	\$26,117	Nil	Nil	Nil	Nil	\$26,117
	2020	\$ 5,330	Nil	Nil	Nil	Nil	\$ 5,330
<b>Sang Hoon Hwang</b> <sup>(4)</sup> Former Director	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil

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Nicole Martignago <sup>(6)</sup> Former CFO and Former Corporate Secretary	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	N/A	N/A	N/A	N/A	N/A	N/A

(1) The table above only includes the Company and its subsidiary and does not include predecessor entities. More information can be found under the heading "Executive Compensation" in the Company's prospectus dated November 12, 2021..

(2) All figures are in Canadian dollars are based on an assumed exchange rate of CAD 0.001066 as of December 31, 2021.

(3) Chang Guk Kim, Jong in Park, Young Seok Kim and Sean (Seyeon) Kim were appointed directors on April 21, 2021.

(4) Suho Cho and Sanghoon Hwang ceased to directors on April 21, 2021.

(5) Doug Blakeway and Sean Peasgood were appointed directors on August 4, 2021.

(6) Nicole Martignago was appointed CFO on August 4, 2021 and resigned on December 10, 2021.

(7) Young Seok Kim and Imsik Jeong ceased to be directors on August 4, 2021.

(8) Brian Causey was appointed CFO and Corporate Secretary on December 10, 2021.

(9) Neon Jun Ryu was appointed a director on May 31, 2022 and appointed CFO and Corporate Secretary on June 21, 2022.

(10) Doug Blakeway and Sean Peasgood ceased to be directors on June 15, 2022.

(11) Sean (Seyeon) Kim ceased to be a director and Brian Causey ceased to be CFO and Corporate Secretary on June 21, 2022.

### External Management Companies

The Company has not entered into any agreement with any external management company that employs or retains one or more of the NEOs or directors and, other than as disclosed below, the Company has not entered into any understanding, arrangement or agreement with any external management company to provide executive management services to the Company, directly or indirectly, in respect of which any compensation was paid by the Company.

### Incentive Plan Awards

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

### Stock Options and Other Compensation Securities

As at December 31, 2021, the Company granted an aggregate of nil Options under the Stock Option Plan.

## Stock Option Plans and Other Incentive Plans

On August 4, 2021, the directors approved a stock option plan (the “**Stock Option Plan**”). The Stock Option Plan remains subject to Shareholder approval, which the Company intends to obtain at its next annual general meeting of its shareholders. The purpose of the Stock Option Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified directors, officers, employees and consultants, to reward those individuals from time to time for their contributions toward the long term goals of the Company and to enable and encourage those individuals to acquire Common Shares as long term investments. The general terms and conditions of the Stock Option Plan are reflected in the disclosure below. Any capitalized terms used below, but not otherwise defined, shall have the meanings ascribed thereto in the Stock Option Plan.

<b>Key Terms</b>	<b>Summary</b>
<b>Administration</b>	The Stock Option Plan will be administered by the Board, or such director or other senior officer of the Company as may be designated as administrator by the Board. The Board or such committee may make, amend and repeal at any time, and from time to time, such regulations not inconsistent with the Stock Option Plan.
<b>Number of Common Shares</b>	The aggregate number of Common Shares that may be reserved for issuance pursuant to Options shall not exceed 10% of the outstanding Common Shares at the time of the granting of an Option, <b>LESS</b> the aggregate number of Common Shares then reserved for issuance pursuant to any Other Share Compensation Arrangement. If an Option is exercised, surrendered, terminated or expires without being exercised, the Common Shares reserved for issuance pursuant to such Option shall be available for new Options granted under the Stock Option Plan.
<b>Securities</b>	Each Option entitles the Participant to purchase one Common Share at an exercise price determined by the Board.
<b>Participation</b>	Options shall only be granted to Eligible Persons.
<b>Option Agreement</b>	Every Option shall be evidenced by an Option Agreement executed by the Company and the Participant, which shall, if the Participant is an Employee, Consultant or Management Company Employee, contain a representation and warranty by the Company and such Participant that such Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be, of the Company or an Affiliate.
<b>Exercise Price</b>	The Company must not grant Options with an exercise price lower than the greater of: (i) the closing market prices of the underlying securities on: (a) the trading day prior to the date of grant of the

Options; and (b) the date of grant of the Options; or (ii) in the event that the Common Shares are not listed on any stock exchange, the Fair Market Value of the Common Shares on the business day immediately prior to the date of the grant of the Options.

**Exercise Period**

The exercise period of an Option will be the period from and including the award date through to and including the expiry date that will be determined by the Board at the time of grant (the “**Expiry Date**”), provided that every Option shall have a term not exceeding, and shall therefore expire no later than, 10 years after the date of grant, subject to extension where the Expiry Date falls within a blackout period as detailed in Section 5.2(b) of the Stock Option Plan.

**Vesting**

The Board shall determine the manner in which an Option shall vest and become exercisable. Options granted to Eligible Persons performing Investor Relations Activities shall vest over a minimum of 12 months with no more than 1/4 of such Options vesting in any three month period.

**Cessation of being an Eligible Person**

Subject to certain limitations, in the event that an Participant ceases to be an Officer, or Consultant of the Company or ceases to be employed by the Company, other than by reason of death, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is 30 days after such event, provided that the Board may, in its discretion, extend the date of such termination and the resulting period in which such Option remains exercisable to a date not exceeding the earlier of the Expiry Date and the date which is twelve months after such event, and further provided that the Board may, in its discretion, on a case-by-case basis and only with the approval of the CSE, further extend the date of such termination and the resulting period in which such Option remains exercisable to a date exceeding the date which is after twelve months of such event. If a Participant dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is six months after the date of the Participant’s death, provided that the Board may extend the exercise period to the earlier of the Expiry Date and the date which is twelve months after the date of the Participant’s death.

**Limitations**

**To any one person.** The number of Common Shares reserved for issuance to any one person in any 12 month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of

the grant, unless the Company has obtained Disinterested Shareholder Approval to exceed such limit.

**To Consultants.** The number of Common Shares reserved for issuance to any one Consultant in any 12 month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 2% of the outstanding Common Shares (on a non-diluted basis) at the time of the grant, except in the case where and for so long as the Company has not been listed on any stock exchange, shall not exceed 2% of the outstanding Common Shares (on a fully diluted basis) at the time of the grant.

**To persons conducting Investor Relations Activities.** The aggregate number of Common Shares reserved for issuance to all Eligible Persons conducting Investor Relations Activities in any 12 month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 2% of the outstanding Common Shares at the time of the grant.

**To Insiders.** Unless the Company has received Disinterested Shareholder Approval to do so, the aggregate number of Common Shares reserved for issuance to Insiders under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant; the aggregate number of Common Shares reserved for issuance to Insiders in any 12 month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant.

**Amendments,  
Suspension and  
Termination**

The Board may amend, subject to the approval of any regulatory authority whose approval is required, suspend or terminate the Stock Option Plan or any portion thereof. No such amendment, suspension or termination shall alter or impair any outstanding unexercised Options or any rights without the consent of such Participant. If the Stock Option Plan is suspended or terminated, the provisions of the Stock Option Plan and any administrative guidelines, rules and regulations relating to the Stock Option Plan shall continue in effect for the duration of such time as any Option remains outstanding.

**Employment, Consulting and Management Agreements**

The Company does not have any contract, agreement, plan or arrangement that provides for payments to the Named Executive Officers at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in a director or Named Executive Officer's responsibilities.

## **Oversight and Description of Director and NEO Compensation**

The objective of the Company's compensation program is to compensate the directors and executive officers for their services to the Company at a level that is both in line with the Company's fiscal resources and competitive with companies at a similar stage of development. The primary goal of the Company's executive compensation program is to:

- (a) attract and retain the qualified key executives necessary for the Company's long term success;
- (b) motivate the short term and long term performance of those executives; and
- (c) align the executives interests with the Company's Shareholders.

The Company's compensation strategy is focused on a performance based incentive reward package, using certain critical measurements that management is able to influence toward the short-term and long-term objectives of the Company.

The significant elements of compensation awarded to, earned by, paid or payable to the NEOs for the most recently completed financial year were: (i) base salary; (ii) bonus and other annual incentive awards; and (iii) other compensations, perquisites. No compensation is directly tied to a specific performance goal such as a milestone or the completion of a transaction. No peer group is formally used to determine compensation.

Cash bonuses are structured to reward business excellence and operation outperformance, based on objective and subjective performance assessments and performance benchmark ratings assessed and approved by the board of directors of the Company (the "**Board**"). The assessment is focused on the key performance indicators both for overall performance of the Company and for individual performance. The key indicators for determining the Company's performance included improvement of retailer product distribution, geographic expansion and product development, which are primary factors leading to steady growth of the Company's assets and Shareholders' value. The measurements for individuals' performance were focused on (1) leadership, including five areas: vision, initiatives, creativity, flexibility and supervision skills; and (2) deliverables, including the team, products, communication and reporting and documentation.

## **Pension Disclosure**

The Company does not anticipate having a deferred compensation plan or pension plan that will provide for payments or benefits at, following or in connection with retirement.