

**PLANET VENTURES INC.**  
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**INFORMATION CIRCULAR**  
as at November 9, 2020 (except as otherwise indicated)

**This Information Circular is furnished in connection with the solicitation of proxies by the management of PLANET VENTURES INC. (the “Company”) for use at the annual general meeting (the “Meeting”) of its shareholders to be held on December 31, 2020 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.**

In this Information Circular, references to “the Company”, “Planet Ventures”, “we” and “our” refer to Planet Ventures Inc., “Common Shares” means common shares without par value in the capital of the Company. “Beneficial Shareholders” means shareholders who do not hold Common Shares in their own name and “intermediaries” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

**GENERAL PROXY INFORMATION**

**Solicitation of Proxies**

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to beneficial owners of the Common Shares held of record by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

**Appointment of Proxyholders**

The individuals named in the accompanying form of proxy (the “Proxy”) are directors and/or officers of the Company. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.**

**Voting by Proxyholder**

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

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

**In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter.**

**Registered Shareholders**

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered shareholders may choose one of the following options to submit their proxy:

- (a) completing, dating and signing the enclosed form of proxy and returning it to the Company’s transfer agent, Computershare Trust Company of Canada (“**Computershare**”), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 8<sup>th</sup> Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand delivery at 3<sup>rd</sup> Floor, 510 Burrard Street, Vancouver, British Columbia, Canada V6C 3B9;
- (b) use a touch-tone phone to transmit voting choices to a toll free number. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll free number, the holder’s account number and the control number; or

- (c) use the internet through the website of the Company's transfer agent at [www.investorvote.com](http://www.investorvote.com). Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the control number.

In all cases the Registered Shareholder must ensure the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting, or the adjournment thereof, at which the proxy is to be used.

### **Beneficial Shareholders**

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

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 names of the shareholder's broker or an agent of that broker. In Canada the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and in the United States (the "U.S."), under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks).

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

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 your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and in the United States. Broadridge mails a voting instruction form (a "**VIF**") in lieu of a Proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF to represent your Common Shares at the Meeting and that person may be you. To exercise this right, insert the name of the desired representative (which may be you), in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting voting of Common Shares to be represented at the Meeting. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with Broadridge's instructions, well in advance of the Meeting in order to have the Common Shares voted at the Meeting, or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares.**

### **Notice to Shareholders in the United States**

The solicitation of proxies involve securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, 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.

### **Revocation of Proxies**

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

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare or to the address of the registered office of the Company at 1500 Royal Centre, 1055 West Georgia Street, P. O. Box 11117, Vancouver, British Columbia, V6E 4N7, at any time up to and including the last business day that precedes the day of

the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or

- (b) personally attending the Meeting and voting the registered shareholder's Common Shares.

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

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

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

#### VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company's Common Shares trade on the TSX Venture Exchange (the "TSXV") under stock symbol "PXI".

The board of directors (the "**Board**") of the Company has fixed November 9, 2020 as the record date (the "**Record Date**") for the determination of persons entitled to receive notice of the Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

Effective on October 28, 2020 the Company's common shares were consolidated at a ratio of five pre-consolidation common shares, for one new post-consolidated common share.

The authorized capital of the Company consists of an unlimited number of Common Shares. As of November 9, 2020, there were 44,807,836 Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares.

The Company is authorized to issue an unlimited number of First Preferred Shares and an unlimited number of Second Preferred Shares. As at the date hereof, there were no First Preferred Shares or Second Preferred Shares issued and outstanding.

There are special rights and restrictions attached to each of the Common Shares, the First Preferred Shares and the Second Preferred Shares as set out in the Articles of the Company.

#### ***Actions, Decisions or Policy Changes Made after the Company's November 26, 2019 Annual General Meeting and after the Company's March 31, 2020 Year End***

##### Share Exchange Agreement with Acquisition of 1<sup>st</sup> Eleven Limited

The Company completed an acquisition of acquisition of 1st Eleven Limited ("**First XI**") pursuant to the terms of the share exchange agreement (the "**Share Exchange Agreement**") between the Company and First XI dated November 1, 2019 whereby the Company issued 70,000,000 common shares )( pre-consolidation) in the share capital of the Company to the former First XI shareholders in exchange for all of the issued and outstanding shares in the capital of First XI. Additionally, pursuant to the Share Exchange Agreement, the Company paid First XI the aggregate sum of CDN\$200,000.

##### *Principal Holders of Voting Securities*

To the knowledge of the directors and executive officers of the Company, no persons or Companies beneficially owned, directly or indirectly, or exercised control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company, other than as set forth below at November 9, 2020:

Shareholder Name	Number of Common Shares Held	Percentage of Issued Common Shares <sup>(2)</sup>
1184091 BC Ltd,	4,500,000 <sup>(1)</sup>	10.04%

Note:

- (1) The above information was supplied to the Company from 1184091 BC Ltd. and from the report available at [www.sedar.com](http://www.sedar.com). These Common Shares are held in escrow under Escrow Agreement dated January 20, 2020.pursuant to the Share Exchange Agreement between the Company and First XI dated November 1, 2019.

Share Exchange Agreement with Cucu Sports Limited

The Company, through its wholly-owned subsidiary 1261489 B.C. Ltd. (“**AcquisitionCo**”), completed an acquisition of 100% of the issued and outstanding shares of Cucu Sports Limited (“**Cucu**”) in exchange for Common Shares in the share capital of the Company, pursuant to a Share Exchange Agreement dated September 2, 2020 between Planet Ventures Inc. (the “**Company**”) and AcquisitionCo and Cucu (the Vendor) whereby AcquisitionCo acquired 100% of the shares of the Vendor in exchange for 12,000,000 common shares (pre-consolidation) of the Company. Pursuant to the Share Exchange Agreement, the Company will make available US\$150,000 as a working capital loan to the Vendor.

Effective on September 29, 2020 Sergio Teubal, the CEO of Cucu Sports Limited, was appointed a Director of the Company.

**FINANCIAL STATEMENTS**

The consolidated audited financial statements of the Company for the fiscal years ended March 31, 2020 and March 31, 2019, the report of the auditor thereon and the related management’s discussion and analysis were filed under the Company’s SEDAR profile at [www.sedar.com](http://www.sedar.com) on July 29, 2020, which will be tabled at the Meeting and which will be available at the Meeting.

**ELECTION OF DIRECTORS**

There are currently four directors of the Company. Shareholders of the Company are being asked to fix the number of directors of the Company at four.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director’s office is vacated earlier in accordance with the provisions of the *Business Corporations Act* (British Columbia), each director elected at the Meeting will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected, until a successor is elected.

The following disclosure sets out the names of management’s four nominees for election as director, all major offices and positions with the Company and any of its significant affiliates each now holds, the principal occupation, business or employment of each director nominee, 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, directly or indirectly, or over which each exercised control or direction, as at November 9, 2020.

<b>Name of Nominee; Current Position with the Company and Province and Country of Residence</b>	<b>Occupation, Business or Employment<sup>(1)</sup></b>	<b>Period as a Director of the Company</b>	<b>Shares Beneficially Owned or Controlled<sup>(1)</sup></b>
<b>Desmond M. Balakrishnan</b> <sup>(2)(3)(4)</sup> Executive Director British Columbia, Canada	Corporate Securities Lawyer (1997 to present), Partner at McMillan LLP (formerly Lang Michener LLP) (2004 to present).  <i>Refer to <b>Director Biographies</b> below.</i>	Since July 24, 2015	360,000 post-consolidated <sup>(5)(9)</sup>
<b>Zula Kropivnitski</b> <sup>(2)</sup> Chief Financial Officer, Secretary and Director British Columbia Canada	Chartered Professional Accountant, CGA; Controller, Preakness Management Ltd., a private company.  <i>Refer to <b>Director Biographies</b> below.</i>	CFO Since October 11, 2012 Secretary Since January 16, 2014 Director Since October 21, 2015	40,000 post-consolidated <sup>(6)(9)</sup>

Name of Nominee; Current Position with the Company and Province and Country of Residence	Occupation, Business or Employment <sup>(1)</sup>	Period as a Director of the Company	Shares Beneficially Owned or Controlled <sup>(1)</sup>
<b>Christopher R. Cooper</b> <sup>(2)(3)(4)</sup> Director British Columbia Canada	Founder, President & CEO of Canadian Towers & Fiber Optics Inc.  <i>Refer to <b>Director Biographies</b> below.</i>	Since January 26, 2016	Nil <sup>(7)</sup>
<b>Sergio Teubal</b> Director Buenos Aires, Argentina	Businessman; CEO , Cucu Sports Limited. (Nov, 2018 to present).  <i>Refer to <b>Director Biographies</b> below.</i>	Since September 29, 2020	360,000 post- consolidated <sup>(8)(9)</sup>

Notes:

- (1) Information as to the number of Common Shares beneficially owned or over which direction is exercised has been provided by the respective individuals named therein.
- (2) Member of the Audit Committee.
- (3) Member of the Corporate Governance, Compensation and Compliance Committee.
- (4) Member of Investment Committee.
- (5) Mr. Balakrishnan's Common Shares are held indirectly through Desmond Balakrishnan Law Corporation. Mr. Balakrishnan also holds 500,000 options/100,000 options post-consolidated to purchase 500,000 common shares/100,000 common shares post-consolidated at an exercise price of \$0.10/\$0.50 post-consolidated, expiring on October 22, 2022, 250,000 options/50,000 options post-consolidated to purchase 250,000 common shares/50,000 common shares post-consolidated at an exercise price of \$0.15/\$0.75 post-consolidated, expiring on August 1, 2023 and 1,000,000 options/200,000 options post-consolidated to purchase 1,000,000 common shares/200,000 common shares post-consolidated at an exercise price of \$0.10/\$0.50 post-consolidated, expiring on February 1, 2024 which are held indirectly through Desmond Balakrishnan Law Corporation. Mr. Balakrishnan holds a total of 300,000 warrants/60,000 warrants post-consolidated held indirectly through Desmond Balakrishnan Law Corporation, to purchase 300,000 common shares/60,000 common shares post-consolidated at a warrant exercise price of \$0.10/\$0.50 post-consolidated, expiring on November 16, 2020.
- (6) Ms. Kropivnitski also holds 300,000 options/60,000 options post-consolidated to purchase 300,000 common shares/60,000 common shares post-consolidated at an exercise price of \$0.10/\$0.50 post-consolidated, expiring on October 22, 2022, 250,000 options/50,000 options post-consolidated to purchase 250,000 common shares/50,000 common shares post-consolidated at an exercise price of \$0.15/\$0.75 post-consolidated expiring on August 1, 2023 and 500,000 options/100,000 options post-consolidated to purchase 500,000 common shares/100,000 common shares post-consolidated at an exercise price of \$0.10/\$0.50 post-consolidated, expiring on February 1, 2024. Ms Kropivnitski holds a total of 200,000 warrants/40,000 warrants post-consolidated to purchase 200,000 common shares/40,000 common shares post-consolidated at a warrant exercise price of \$0.10/\$0.50 post-consolidated, expiring on November 16, 2020.
- (7) Mr. Cooper holds 100,000 options/20,000 options post-consolidated to purchase 100,000 common shares/20,000 common shares post-consolidated at an exercise price of \$0.10/\$0.50 post-consolidated, expiring on October 22, 2022, 250,000 options/50,000 options post-consolidated to purchase 250,000 common shares/50,000 common shares post-consolidated at an exercise price of \$0.15/\$0.75 post-consolidated, expiring on August 1, 2023 and 200,000 options/40,000 options post-consolidated to purchase 200,000 common shares/40,000 common shares post-consolidated, at an exercise price of \$0.10/\$0.50 post-consolidated, expiring on February 1, 2024.
- (8) Mr. Teubal holds 2,200,000 options/440,000 options post-consolidated to purchase 2,200,000 common shares/440,000 common shares post-consolidated at an exercise price of \$0.20/\$0.50 post-consolidated, expiring on September 29, 2025,
- (9) Effective on October 28, 2020 the Company's common shares were consolidated at a ratio of five pre-consolidation common shares, for one new post-consolidated common share.

None of the proposed nominees for election as a director of the Company are proposed for election pursuant to any arrangement or understanding between the nominee and any other person, except the directors and senior officers of the Company acting solely in such capacity.

A shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. **Unless otherwise instructed, the named proxyholders will vote FOR the election of each of the proposed nominees set forth above as directors of the Company. At the Meeting the above persons will be nominated for election as director as well as any person nominated pursuant to the Advance Notice Provision (see below). Only persons nominated by management pursuant to this Information**

**Circular or pursuant to the Advance Notice Provision will be considered valid director nominees eligible for election at the Meeting.**

***Director Biographies***

**Desmond M. Balakrishnan, Executive Director.** Mr. Balakrishnan was appointed Executive Director to the Company on July 24, 2015. Desmond Balakrishnan is a Vancouver lawyer and has practiced law at the Vancouver office of McMillan LLP since February, 2002. Mr. Balakrishnan has been a partner of McMillan LLP (formerly Lang Michener LLP), since 2004. Mr. Balakrishnan's areas of practice focus on mergers, acquisitions, international public listings, cannabis law, gaming and entertainment law listed company maintenance, and international public listings. He acted as counsel to cannabis companies with respect to corporate governance, regulatory compliance, public listing on the Canadian Securities Exchange, the TSX Venture Exchange, the Toronto Stock Exchange, Nasdaq or the New York Stock Exchange, debt or equity financings and strategic acquisitions.

Mr. Balakrishnan graduated from the University of Alberta in 1997 with an LL.B (*with distinction*) and was called to the Bar in British Columbia in 1998. Mr. Balakrishnan is a member of the Vancouver Bar Association, the Canadian Bar Association and the International Masters of Gaming Law.

**Zula Kropivnitski, Chief Financial Officer, Secretary and Director.** Ms. Kropivnitski was appointed Chief Financial Officer of the Company on October 11, 2012, appointed Secretary of the Company on January 16, 2014, and appointed a Director of the Company on October 21, 2015. Ms. Kropivnitski has served as the CFO of Abraplata Resource Corp. from April 2017 to December 23, 2019, as CFO and a director of Leacor Ventures Inc. from July 28, 2018 to present, as CFO of Nexus Gold Corp. from June 1, 2018 to present, as CFO of HealthSpace Data Systems Ltd. from November 2016 to present, as CFO (from September, 2017 to October 4, 2020), and formerly a director (as of July 23, 2019) of Gaia Grow Corp. (formerly Spirit Bear Capital Corp.), and served as CFO of Vanc Pharmaceuticals Inc. from September 2018 to May 2019.

Ms Kropivnitski has also served as CFO of Shelby Ventures Inc. (now Solution Financial Inc.) from May 2012 to June 21, 2018, as a director of Rockshield Capital Corp. from November 2016 to November 9, 2017, as CFO and Corporate Secretary of Lexagene Holdings Inc. from October 2016 to February 2018 and as CFO and director of Meryllion Resources Corporation from March 2015 to August 2017.

Ms. Kropivnitski received her Certified General Accountant professional accounting designation from the Certified General Accountants Association of British Columbia, Canada and later obtained her ACCA designation from the Association of Chartered Certified Accountants. Ms. Kropivnitski has Master of Mathematics and Master of Economics degrees in Russia.

**Christopher R. Cooper, Director.** Mr. Cooper has been a director of the Company since January 26, 2016. Mr. Cooper has over 20 years of extensive business experience in all facets of corporate development, senior management, finance, and operations in both the private and public sectors. Mr. Cooper's experience includes spearheading growth strategies, financial reporting, quarterly and annual budgets, and overseeing corporate administration – all while achieving company objectives and maintaining internal cost controls. Mr. Cooper has served as a director of several private and public companies over the last 20 years. Mr. Cooper has founded several resource companies active internationally, as well as domestically.

Mr. Cooper received his Bachelor of Business Administration from Hofstra University in Hempstead, N.Y., and his Masters of Business Administration from Dowling College in Oakdale, N.Y.

**Sergio Teubal, Director**

Mr. Teubal was appointed a Director of the Company on September 29, 2020.

As referenced in the Share Exchange Agreement dated September 2, 2020 under subheading "***Actions, Decisions or Policy Changes Made after the Company's November 26, 2019 Annual General Meeting and after the Company's March 31, 2020 Year End***" above, Sergio Teubal is the CEO of Cucu Sports Limited ("Cucu").

With a strong footprint in both Latin America and Europe, Cucu has over 500 world class athletes subscribed to their advanced influencer platform, including soccer stars such as Alisson Becker (Liverpool, Brazil), Felipe Anderson (West Ham, Brazil), Gonzalo Higuain (Juventus, Argentina), Douglas Costa (Juventus, Brazil) and Gianluigi Buffon (Juventus, Italy). The gaming space is set to become a \$300 billion industry by 2025 with growth driven largely by digital media, streaming and associated influencer activity. South America is one of the fastest growing regions in the sector, just behind China and the United States. Brazil alone has over 80 million gamers, 65% of which consider video games to be their main form of entertainment.

## Cease Trade Orders and Bankruptcy

Except as disclosed below, within the last 10 years before the date of this Information Circular no proposed nominee for election as a director of the Company was a director or executive officer of any company (including the Company in respect of which this Information Circular is prepared) acted in that capacity for a company that was:

- (a) subject to a cease trade or similar order or an order denying the relevant company access to any exemptions under securities legislation, for more than 30 consecutive days;
- (b) subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under the securities legislation, for a period of more than 30 consecutive days;
- (c) 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 has 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;
- (d) subject to 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
- (e) subject to any other penalties or sanctions imposed by a court or a regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

### Desmond Balakrishnan

Desmond Balakrishnan, a director of the Company, was a director of Aroway Energy Inc., a TSX Venture Exchange listed company at the time a cease trade order was issued by the British Columbia Securities Commission on January 4, 2016 for not having filed its annual financial statements for the year ended June 30, 2015 and its interim financial report for the financial period ended September 30, 2015 and its management's discussion and analysis for the periods ended June 30, 2015 and September 30, 2015. Aroway Energy Inc. was delisted from the TSXV effective on June 18, 2018.

Desmond Balakrishnan, a director of the Company, was a director of Probe Resources Ltd. ("Probe") (now known as Rooster Energy Ltd.), a TSX Venture Exchange listed company, at the time Probe was issued a cease trade order on January 7, 2011, for failure to file its annual financial statements and management's discussion and analysis for its financial year ended August 31, 2010 in the required time. Probe announced by press release dated November 16, 2010 that the company's U.S. subsidiaries filed voluntary Chapter 11 petitions in U.S. Bankruptcy Court for the Southern District of Texas in Houston, Texas. Mr. Balakrishnan resigned upon the filing of the Chapter 11 proceeding in November 2010. Probe emerged from its Chapter 11 bankruptcy filing on April 15, 2011 and then brought its filings up to date. On February 3, 2012, the cease trade order was lifted.

### Christopher Cooper

Christopher Cooper, a director of the Company, was the President and Chief Executive Officer of Aroway Energy Inc., a TSX Venture Exchange listed company. A cease trade order was issued by the British Columbia Securities Commission on January 4, 2016 against Aroway Energy Inc. for failing to file its annual audited financial statements, interim financial report and related management's discussion and analysis. Aroway Energy Inc. was delisted from the TSXV effective on June 18, 2018.

Christopher Cooper, a director of the Company, is also a director of StartMonday Technologies Corp., a company traded on the CSE. A management cease trade order was issued by the British Columbia Securities Commission on May 1, 2019 against StartMonday Technologies Corp. for failing to file its annual audited financial statements for the year ended December 31, 2018. StartMonday Technologies Corp. was delisted from the CSE effective on January 10, 2020.

### Advance Notice Provision

On April 4, 2014, the shareholders of the Company approved an alteration of the Company's articles to adopt advance notice provisions (the "**Advance Notice Provision**"). The Advance Notice Provision provides for advance notice to the Company in circumstances where nominations of persons for election to the Board are made by shareholders of the Company other than pursuant to: (I) a requisition of a meeting made pursuant to the provisions of the BCA; or (ii) a shareholder proposal made pursuant to the provisions of the *Business Corporations Act* (British Columbia).

The purpose of the Advance Notice Provision is to foster a variety of interests of the shareholders and the Company by ensuring that all shareholders - including those participating in a meeting by proxy rather than in person - receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice Provision fixes a deadline by which holders of Common Shares must submit director nominations to the Company prior to any annual or special meeting of shareholders and sets forth the minimum information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

The Advance Notice Provision also requires all proposed director nominees to deliver a written representation and agreement 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.

The foregoing is merely a summary of the Advance Notice Provision, is not comprehensive and is qualified by the full text of such provision which is available under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com).

**Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote FOR the election of the Nominees.**

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE ELECTION OF THE ABOVE NOMINEES AS DIRECTORS.**

#### **APPOINTMENT OF AUDITOR**

Management of the Company recommends the re-appointment of Manning Elliott LLP, Chartered Professional Accountants, as auditor of the Company. Manning Elliott LLP was first appointed as the auditor of the Company in fiscal year ended 2016.

**The Board recommends that you vote in favour of the appointment of Manning Elliott LLP. Unless otherwise instructed, at the Meeting the proxyholders named in the Company's form of Proxy or Voting Instruction Form will vote FOR the appointment of Manning Elliott LLP.**

#### **AUDIT COMMITTEE**

National Instrument 52-110 – *Audit Committees* ("NI 52-110") of the Canadian Securities Administrators requires the Company, as a venture issuer, to disclose annually in its management proxy circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor, as set forth below.

##### **The Audit Committee's Charter**

The purpose of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities by reviewing the financial information, which will be provided to the shareholders and the public, the systems of corporate controls, which management and the Board have established, and overseeing the audit process. It has general responsibility to oversee internal controls, accounting and auditing activities and legal compliance of the Company. The Audit Committee also is mandated to review and approve all material related party transactions.

Attached as Schedule A to this Information Circular is the Company's Audit Committee Charter.

##### **Composition of the Audit Committee**

The current members of the Company's Audit Committee are: Desmond M. Balakrishnan (Chair), Zula Kropivnitski and Christopher R. Cooper. Desmond M. Balakrishnan and Christopher R. Cooper are independent members of the Audit Committee as contemplated by NI 52-110. Zula Kropivnitski (CFO and Secretary) is not an independent member of the Audit Committee of the Company. All Audit Committee members are considered to be financially literate.

##### **Relevant Education and Experience**

Each member of the Audit Committee has adequate education and experience that is relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

- an understanding of the accounting principles used by the Company to prepare its financial statements, and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of



issues that can reasonably be expected to be raised by the Company’s financial statements, or experience actively supervising individuals engaged in such activities; and

- an understanding of internal controls and procedures for financial reporting.

Please refer to “*Director Biographies*” above for information on the education and experience of the Audit Committee members.

**Audit Committee Oversight**

The Audit Committee has not made any recommendations to the Board to nominate or compensate any auditor other than Manning Elliott LLP, Chartered Professional Accountants.

**Reliance on Certain Exemptions**

The Company’s auditor, Manning Elliott LLP, has not provided any material non-audit services.

**Pre-Approval Policies and Procedures**

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as set out in the audit committee charter.

**External Auditor Service Fees**

The Audit Committee has reviewed the nature and amount of the non-audit services provided by Manning Elliott LLP, Chartered Professional Accountants, to the Company to ensure auditor independence. Fees incurred are outlined in the following tables.

Nature of Services	Fees Paid to Auditor in Year Ended March 31, 2020	Fees Paid to Auditor in Year Ended March 31, 2019
Audit Fees <sup>(1)</sup>	\$40,000	\$29,500
Audit-Related Fees <sup>(2)</sup>	Nil	Nil
Tax Fees <sup>(3)</sup>	Nil	Nil
All Other Fees <sup>(4)</sup>	Nil	Nil
Total	\$40,000	\$29,500

Notes:

- (1) “Audit Fees” include fees necessary to perform the annual audit and quarterly reviews of the Company’s consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) “Audit-Related Fees” include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) “Tax Fees” include fees for all tax services other than those included in “Audit Fees” and “Audit-Related Fees”. This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) “All Other Fees” include all other non-audit services.

**Exemption**

The Company is a “venture issuer” as defined in NI 52-110 and is relying upon the exemption in section 6.1 of NI 52-110 relating to Parts 3 (*Composition of Audit Committee*) and 5 (*Reporting Obligations*).

**CORPORATE GOVERNANCE**

**General**

The Board believes that good corporate governance improves corporate performance and benefits all shareholders. This section describes the Company’s approach to corporate governance and addresses the Company’s compliance with National Instrument 58-101 *Disclosure of Corporate Governance Practices*, which requires certain disclosure by the Company of its corporate governance practices.

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to the shareholders of such company. Corporate governance encourages establishment of a

reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

The Board approved and adopted a mandate on March 5, 2007 and a copy may be obtained from the Company upon request, at no cost.

### Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director’s independent judgment or which is deemed to be a material relationship under NI 52-110.

The independent directors of the Company are Desmond M. Balakrishnan, Christopher R. Cooper and Sergio Teubal. The non-independent director of the Company is Zula Kropivnitski (Chief Financial Officer and Secretary) of the Company.

The Board believes management is responsible for the effective, efficient and prudent management of the Company’s day-to-day operations subject to the Board’s stewardship. The Executive Director is responsible to lead and manage the Company within parameters established by the Board and its committees. The Executive Director also develops and recommends strategic plans to the Board and involves the Board in the early stages of developing such strategic plans. Additionally, the Executive Director is expected to successfully implement capital and operating plans, report regularly to the Board on the overall progress and results against the operating and financial objectives and initiate courses of action for improvement and develop and maintain a sound, effective organizational structure, including progressive employee training and development programs. The Executive Director’s objectives are discussed and reviewed at least annually with the Board.

As Executive Director, Desmond M. Balakrishnan is expected to set Board meeting schedules and agendas and oversee the process whereby the Board receives full, timely and relevant information to support the Board’s decision making obligations. The chairperson of each Board committee is expected to be responsible for ensuring that the written mandate of the committee for which he or she serves as chairperson is adhered to and that the objectives of each committee are accomplished.

### Directorships

Each of the director nominees of the Company participate as a director for other listed companies as follows:

<b>Name</b>	<b>Name of Reporting Issuer</b>	<b>Name of Exchange or Market</b>
<b>Desmond M. Balakrishnan</b>		
	Contagious Gaming Inc.	TSXV
	Isracann Biosciences Inc.	CSE
	Karam Minerals Inc.	CSE
	GrowMax Resources Corp.	
	Netcoins Holding Inc.	CSE
	Northern Dynasty Minerals Ltd.	TSX/NYSE
	Solution Financial Inc.	TSXV
	Strategem Capital Corporation	TSXV
	Upper Canyon Minerals Corp.	NEX
<b>Zula Kropivnitski</b>	Leocor Ventures Inc.	CSE
	Manning Ventures Inc.	CSE
<b>Christopher R. Cooper</b>	Alpha Lithium Corporation	TSXV
	CounterPath Corporation	TSX/NASDAQ
	Fusion Gold Ltd.	TSXV
	GrowMax Resources Corp.	TSXV
	Manning Ventures Inc.	CSE
	Sweet Earth Holdings Corporation (formerly Seaway Energy Services Inc.)	CSE
	Upper Canyon Minerals Corp.	NEX

## **Orientation and Continuing Education**

When new directors are appointed, they receive orientation commensurate with their previous experience on the Company's properties and on the responsibilities of directors.

Board meetings may also include presentations by the Company's management and employees to give the directors additional insight into the Company's business.

## **Ethical Business Conduct**

The Board has a Corporate Governance, Compensation and Compliance Committee, which is currently comprised of the following directors: Desmond Balakrishnan (Chair) and Christopher R. Cooper. Both members of this Committee are independent. This Committee is charged, among other things, with recommending to the Board and its Audit Committee the Code of Business Conduct and Ethics (the "Code"), including procedures for addressing any reports of material breach of securities law, material breach of fiduciary duty or similar material violations. The Code is applicable to directors, officers, employees and consultants of the Company. Each of these persons is given a copy of the Code and must certify that they understand its requirements and provisions. A copy of the Code was posted under the Company's SEDAR profile on October 22, 2008 at [www.sedar.com](http://www.sedar.com).

Any serious breach of the Code is reported by senior management to the Board and reviewed and assessed for appropriate disciplinary action. In cases where a director or officer has a material interest in a transaction or agreement being considered by the Board, this director or officer may not participate in any Board discussion on the subject nor may he or she vote on any resolutions pertaining to this subject matter.

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law, and the restrictions placed by applicable corporate legislation on an individual directors' participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

## **Nomination of Directors**

The purpose of the Corporate Governance, Compensation and Compliance Committee is to assist the Board in fulfilling its obligations relating to, among other things, identification of qualified candidates for appointment to the Board, its committees, and other members of senior management. The committee annually reviews and assesses the size, composition and operation of the Board to ensure effective decision-making, and makes recommendations to the Board concerning nominations for consideration. This committee also recommends the individuals to the Board who are to be proposed for nomination to be elected as director at the annual shareholders meeting of the Company; reviews and makes recommendations to the Board as to the designation of independent directors and financial experts; and reviews the Company's policies on tenure and the terms of individual directorships and Board committee chairpersons.

## **Compensation**

### *Investment Committee*

The Company's Investment Committee was formed to monitor the Company's investment portfolio on an ongoing basis and to review the status of the Company's investments. The Investment Committee is subject to the direction of the Board. This Committee is currently comprised of the following board members: Christopher R. Cooper (Chair) and Desmond M. Balakrishnan.

## **Other Board Committees**

The Board has no committees other than the Audit Committee, the Corporate Governance, Compensation and Compliance Committee and the Investment Committee.

## **Assessments**

The Board 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 Audit Committee.

An informal process of assessing the performance of Board committees and individual directors is conducted by way of engagement and dialogue between the individual directors.

## STATEMENT OF EXECUTIVE COMPENSATION – Venture issuers

### Named Executive Officer

In this section “Named Executive Officer” (a “NEO”) means the Chief Executive Officer (“CEO”) (or an individual who acted in a similar capacity), the Chief Financial Officer (“CFO”) (or an individual who acted in a similar capacity) and each of the three most highly compensated executive officers, other than the CEO and CFO, who were serving as executive officers at the end of the most recently completed financial year and whose total compensation was more than \$150,000 as well as any additional individuals for whom disclosure would have been provided except that the individual was not serving as an executive officer of the Company at the end of the most recently completed financial year. For the purposes of determining total compensation, the Company is not only required to include actual monetary compensation received by an NEO, but also the fair value of options granted to such person. This value does not necessarily reflect the amount, if any, that an NEO may actually realize on exercise of such options.

### Director and Named Executive Officer Compensation

Zula Kropivnitski, CFO, Secretary and a director, is an NEO of the Company for the purposes of the following disclosure and Desmond M. Balakrishnan, Christopher R. Cooper and Sergio Teubal are directors of the Company for the purposes of the following disclosure. There is currently no office position as CEO of the Company. Refer to heading “**Board of Directors**” above.

### Oversight and Description of Director and NEO Compensation

The Corporate Governance, Compensation and Compliance Committee assists the Board in fulfilling its obligations relating to compensation issues. The Corporate Governance, Compensation and Compliance Committee acts alone when considering the compensation of the CEO. There is currently no office position as CEO of the Company. The proposed executive compensation is then presented to the Board for approval. This committee also makes recommendations to the Board respecting the Company’s incentive compensation plans, including administration of the Company’s Share Option Plan, and must discharge all responsibilities imposed on this committee by the Company’s incentive compensation plans. This committee has the responsibilities of reviewing and recommending director compensation, overseeing the Company’s base compensation structure and equity-based compensation program, recommending compensation of the Company’s officers and employees to the Board, and evaluating the performance of officers generally and in light of annual goals and objectives.

Furthermore, this committee may, at the request of the Board, review, approve and/or monitor compensation programs and strategies applicable to senior management, and review the corporate succession and development plans of the Company at the executive level. This committee reviews the compensation of senior management on a semi-annual basis and keeps current with developments in executive compensation for companies engaged in similar industries or that are of a similar size. This committee also reviews and approves any proposed severance termination payments to be made and prepares and issues all evaluations and reports under applicable law.

### *Philosophy and Objectives*

The compensation program for senior management of the Company is designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining talented, qualified and effective executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) better aligning their interests with those of the Company’s shareholders.

In compensating its senior management, the Company has employed a combination of base salary, bonus compensation and equity participation through its Share Option Plan. The compensation program is designed to reward the short and long-term performance of the senior management based on the achievement of certain corporate objectives. Recommendations for senior management compensation are presented by the Corporate Governance, Compensation and Compliance Committee to the Board for review.

### *Base Salary*

In the Board’s view, paying base salaries which are competitive in the markets in which the Company operates is a first step to attracting and retaining talented, qualified and effective executives. Competitive salary information on comparable companies within the industry is compiled from a variety of sources.

### *Bonus Incentive Compensation*

The Company's objective is to achieve certain strategic objectives and milestones. The Board will consider executive bonus compensation dependent upon the Company meeting those strategic objectives and milestones and will ascertain if sufficient cash resources are available for the grant of bonuses. The Board approves executive bonus compensation dependent upon compensation levels based on recommendations of the Corporate Governance, Compensation and Compliance Committee and the Executive Officer. Such recommendations are generally based on information provided by issuers that are similar in size and scope to the Company's operations.

### *Benefits and Perquisites*

The Company does not, as of the date of this Information Circular, offer any benefits or perquisites to its NEOs other than potential grants of incentive share options as otherwise disclosed and discussed herein.

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's Share Option Plan. Share options are granted to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary, bonuses and competitive factors. The amounts and terms of options granted are determined by the Board based on recommendations put forward by the Corporate Governance, Compensation and Compliance Committee and the Executive Officer.

Given the evolving nature of the Company's business, the Corporate Governance, Compensation and Compliance Committee together with the Board continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

Neither the Corporate Governance, Compensation and Compliance Committee nor the Board have considered the implications of the risks associated with the Company's compensation policies and practices.

The Company has not adopted a policy disallowing insiders from purchasing financial instruments designed to hedge or offset any decrease in market value of the Common Shares or options of the Company.

### **Risks Associated with the Company's Compensation Practices**

The Board has not proceeded to a formal evaluation of the implications of risks associated with the Company's compensation policies and practices. At least once annually the Board reviews the then current risks, if any, associated with the Company's compensation policies and practices at such time.

Executive compensation is comprised of short-term compensation in the form of a base salary and long-term ownership through the Company's Share Option Plan. This structure ensures that a significant portion of executive compensation (share options) is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long-term shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the shareholders is extremely limited. Furthermore, the short-term component of the executive compensation (base salary) represents a relatively small part of the total compensation. As a result, it is unlikely that an officer would take inappropriate or excessive risks at the expense of the Company or the shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions.

Due to the small size of the Company and the current level of the Company's activity, the Board is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular meetings of the Board during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

### *Hedging by Named Executive Officers or Directors*

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors. As of the date of this Information Circular, entitlement to grants of incentive share options under the Company's Share Option Plan is the only equity security element awarded by the Company to its executive officers and directors.

## **Stock Options and Other Compensation Securities**

### **A. 10% “rolling” Share Option Plan (Option-Based Awards)**

The Company has in place a 10% “rolling” share option plan dated for reference November 8, 2011 (the “**Plan**”) which was implemented for the purpose of attracting and motivating directors, officers, employees and consultants of the Company and advancing the interests of the Company by affording such persons the opportunity to acquire an equity interest in the Company through stock options granted pursuant to the Plan to purchase Shares. The Plan was established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company.

Under the Plan, options totalling a maximum of 10% of the Common Shares outstanding from time to time are available for grant. The Corporate Governance, Compensation and Compliance Committee and management propose share option grants to the Board based on such criteria as performance, previous grants, and hiring incentives. All grants require approval of the Board. The Plan is administered by the Board and provides that options will be issued to directors, officers, employees or consultants of the Company or a subsidiary of the Company.

Options granted under the Plan are not exercisable for a period longer than 10 years and the exercise price must be paid in full upon exercise of the option. The Board is of the view that the Plan provides the Company with the flexibility to attract and maintain the services of executives, employees and other service providers in compensation with other companies in the industry.

The Plan is subject to the following restrictions:

- (a) the Company must not grant an option to any one individual director, employee, consultant, or consultant company (the “Service Provider”) in any 12 month period that exceeds 5% of the outstanding shares, unless the Company has obtained approval to do so by a majority of the votes cast by the shareholders of the Company eligible to vote at a shareholders’ meeting, excluding votes attaching to shares beneficially owned by insiders and their associates (“Disinterested Shareholder Approval”);
- (b) the aggregate number of options granted to a Service Provider conducting investor relations activities in any 12 month period must not exceed 2% of the outstanding Common Shares calculated at the date of the grant, without the prior consent of the TSXV;
- (c) the Company must not grant an option to any one individual consultant in any 12 month period that exceeds 2% of the outstanding shares calculated at the date of the grant of the option, without the prior consent of the TSXV;
- (d) the aggregate number of Common Shares reserved for issuance under options granted to insiders must not exceed 10% of the outstanding Common Shares (in the event that the Plan is amended to reserve for issuance more than 10% of the outstanding Common Shares) unless the Company has obtained Disinterested Shareholder Approval to do so;
- (e) the aggregate number of Common Shares issued for option to insiders in any 12 month period must not exceed 10% of the outstanding Common Shares (in the event that the Plan is amended to reserve for issuance more than 10% of the outstanding Shares) unless the Company has obtained Disinterested Shareholder Approval to do so;
- (f) the issuance to any one Optionee within a 12 month period of a number of Common Shares must not exceed 5% of outstanding Common Shares unless the Company has obtained Disinterested Shareholder Approval to do so; and
- (g) the exercise price of an option previously granted to an insider must not be reduced, unless the Company has obtained Disinterested Shareholder Approval to do so.

### ***Material Terms of the Plan***

The following is a summary of the material terms of the Plan:

- (a) Persons who are Service Providers to the Company or its affiliates, or who are providing services to the Company or its affiliates, are eligible to receive grants of options under the Plan;
- (b) Options granted under the Plan are non-assignable and non-transferable and are issuable for a period of up to 10 years;
- (c) for options granted to Service Providers, the Company must ensure that the proposed Optionee is a bona fide Service Provider of the Company or its affiliates;
- (d) an Option granted to any Service Provider will expire within 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time

prior to expiry of the Option), after the date the Optionee ceases to be employed by or provide services to the Company, but only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company;

- (e) if an Optionee dies, any vested option held by him or her at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such option;
- (f) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's options, whether or not vested at the date of dismissal, will immediately terminate without right to exercise same;
- (g) the exercise price of each option will be set by the Board on the effective date of the option and will not be less than the Discounted Market Price (as defined in the Plan);
- (h) vesting of options shall be at the discretion of the Board, and will generally be subject to:
  - (i) the Service Provider remaining employed by or continuing to provide services to the Company or its affiliates, as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or its affiliates during the vesting period; or
  - (ii) the Service Provider remaining as a Director of the Company or its affiliates during the vesting period;
- (i) in the event of a Change of Control (as defined in the Plan) of the Company occurring, all options outstanding which are subject to vesting provisions shall vest immediately upon occurrence of the Change of Control;
- (j) the Company, may from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law; and
- (k) the Board reserves the right in its absolute discretion to amend, suspend, terminate or discontinue the Plan with respect to all Common Shares in respect of options which have not yet been granted under the Plan.

The Plan also provides that the Board may, without shareholder approval:

- (i) amend the Plan to correct typographical, grammatical or clerical errors;
- (ii) change the vesting provisions of an option granted under the Plan, subject to prior written approval of the TSXV, if applicable;
- (iii) change the termination provision of an option granted under the Plan if it does not entail an extension beyond the original expiry date of such option;
- (iv) make such amendments to the Plan as are necessary or desirable to reflect changes to securities laws applicable to the Company;
- (v) make such amendments as may otherwise be permitted by the TSXV Policies;
- (vi) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSXV, make such amendments as may be required by the policies of such senior stock exchange or stock market; and
- (vii) amend the Plan to reduce the benefits that may be granted to Service Providers.

Refer to heading below - "**PARTICULARS OF MATTERS TO BE ACTED UPON – Continuation of 10% "rolling" Share Option Plan**".

**B. Adoption of New Restricted Share Unit Plan (Share-Based Awards)**

On November 26, 2020, the Board deemed it to be in the Company's best interests to adopt a fixed 10% restricted share unit plan (the "**RSU Plan**"). The RSU Plan is subject to the approval of relevant disinterested shareholders at the Meeting and the TSX Venture Exchange.

*Summary of the RSU Plan*

The RSU Plan is a fixed plan which reserves for issuance a maximum of 4,480,784 common shares (10% of the issued and outstanding common shares of the Company at November 9, 2020 record date). The common shares reserved for issuance under the RSU Plan will not be deducted from the number of common shares issuable under the Company's Option Plan. However, the percentage limitations on insiders (as a group), on any one eligible persons and on consultants apply to the

RSU Plan and the Option Plan in aggregate. For insiders (as a group), subject to approval by disinterested shareholders of the Company or other requirements of applicable TSX Venture Exchange Policies, (i) the aggregate number of common shares reserved for issuance under the RSU Plan, Option Plan and any other share based compensation arrangements for insiders (as a group) at any point in time may not exceed 10% of the issued and outstanding common shares from time to time, and (ii) the maximum number of RSUs and Options that may be granted to insiders (as a group) under the RSU Plan, the Option Plan, together with any other share based compensation arrangements, within a 12-month period, may not exceed 10% of the issued and outstanding common shares calculated on the grant or award date. Subject to this 10% limitation, with the RSU Plan and the Option Plan available, the Company will have the flexibility to grant and award insiders any combination of RSUs and options as appropriate and determined by the Company.

All Directors, Employees and Consultants (as defined in the RSU Plan) of the Company and its related entities (“**Eligible Persons**”) are eligible to participate in the RSU Plan (as “**Participants**”), though the Company reserves the right to restrict eligibility or otherwise limit the number of persons eligible for participation in the RSU Plan at any time. Eligibility to participate in the RSU Plan does not confer upon any person a right to receive an award of RSUs. It shall be the responsibility of the Company and the Eligible Person to ensure that such Eligible Person is a bona fide Eligible Person.

**Subject to certain restrictions, the Board or any committee thereof duly empowered or authorized by the Board (the “Committee”) can, from time to time, award RSUs in its discretion to any Eligible Persons. RSUs will be credited to an account maintained for each Participant on the books of the Company as of the award date. The number of RSUs to be credited to each Participant's account in respect of a fiscal year shall be determined by dividing: (a) the dollar amount of the portion of the Participant's compensation which the Committee, in its sole discretion, determines to be paid as RSUs; by (b) the Fair Market Value (as defined in the RSU Plan) per Common Share on the award date.** Any fractional RSUs resulting from such calculations shall be rounded to the nearest whole number. For greater certainty, a fractional entitlement that is equal to or greater than 0.5 shall be rounded up to the next greater whole number and a fractional entitlement that is less than 0.5 shall be rounded down to the next lesser whole number.

The RSUs shall have a term, which shall be determined by the Committee on the date of award of the RSUs, which term shall not exceed ten years from the award date.

Each award of RSUs vests on the date(s) and/or the satisfaction of the Performance Criteria (each a “**Vesting Date**”) specified by the Committee on the award date, and reflected in the applicable Award Notice (as defined in the RSU Plan).

Rights and obligations under the RSU Plan can be assigned by the Company (without the consent of Participants) to a successor in the business of the Company, any corporation resulting from any amalgamation, reorganization, combination, merger or arrangement of the Company, or any corporation acquiring all or substantially all of the assets or business of the Company. All awards under the RSU Plan will be evidenced by award notices in substantially the form attached to the RSU Plan and will contain such other terms and conditions relating to an award of RSUs as the Committee may prescribe.

#### Credits for Dividends

A Participant's account will be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on Common Shares. The number of additional RSUs to be credited to a Participant's account is computed by dividing: (a) the dividends that would have been paid to such Participant if each RSU in the Participant's account on the relevant dividend record date had been a Common Share, by (b) the Fair Market Value of the Common Shares determined as of the date of payment of such dividend. Any fractional RSUs resulting from such calculation shall be rounded to the nearest whole number. For greater certainty, a fractional entitlement that is equal to or greater than 0.5 shall be rounded up to the next greater whole number and a fractional entitlement that is less than 0.5 shall be rounded down to the next lesser whole number. Any additional RSUs credited to the Participant's account will vest in proportion to and will be paid under the RSU Plan in the same manner as the RSUs to which they relate. The Company is not obligated to pay dividends on Common Shares.

#### Acquisition of Vested RSUs

A holder of vested RSUs may acquire Common Shares representing such RSUs by delivering a Notice of Acquisition (as defined in the RSU Plan) to the Company and a certified cheque or bank draft payable to the Company for the Applicable Withholding Amounts (as defined in the RSU Plan) on or before the Expiry Time (as defined in the RSU Plan). Upon receipt of the Notice of Acquisition the Company shall issue, within ten days following the receipt of the Notice of Acquisition, and subject to such applicable residual withholding, if any, as the Company determines in its discretion should then be imposed to meet related withholding or remittance obligations under applicable law, one Common Share for each RSU in the Participant's Account which has been included in the Notice of Acquisition.



### Resignation, Termination, Leave of Absence or Death

Generally, and subject to any express resolution passed by the Committee, if a Participant's employment or service is terminated, or if the Participant resigns from employment with the Company, then any RSUs credited to him or her under the RSU Plan which have not vested on or before the Separation Date (as defined in the RSU Plan) for the Participant are forfeited, cancelled and terminated without payment effective on the Separation Date. The Participant may, but only within the thirty (30) days following the Separation Date, deliver a completed Notice of Acquisition to the Company to acquire Common Shares for previously vested RSUs (if any). Any vested RSUs which the Participant has not delivered a completed Notice of Acquisition for shall be forfeited and cancelled effective at 5:00 p.m. (Vancouver time) on such 30th day.

In the event a Participant takes a leave of absence other than an Approved Leave of Absence (as defined in the RSU Plan), all RSUs granted to the Participant that have not then vested will terminate and be null and void, subject to applicable law and the Board's sole and absolute discretion to determine otherwise.

Upon the death of a Participant, any RSUs granted to a Participant which, as of the date of the death have not yet vested, immediately vest. Any RSUs granted to the Participant under the Plan shall be forfeited and cancelled effective at 5:00 p.m. (Vancouver time) on the first year anniversary of the death of the Participant and shall terminate without payment and shall be of no further force or effect from and after such time.

### Control Change

In the event of a Control Change (as defined in the RSU Plan), the Committee may:

- (a) take such steps as the Committee considers desirable, taking into account any tax consequences to the extent considered relevant by the Committee, cause the conversion or exchange of any outstanding RSUs into or for rights or other securities of substantially equivalent value (or greater value) in any entity participating in or resulting from a Control Change;
- (b) accelerate the vesting of any or all outstanding RSUs to provide that such outstanding RSUs are fully vested upon (or immediately prior to) the completion of the transaction resulting in the Control Change; or
- (c) determine that a Participant who is no longer an Eligible Person as a result of or in anticipation of a Control Change shall continue to be a Participant and Eligible Person for purposes of the Plan, but subject to such terms and conditions, if any, established by the Committee in its sole discretion.

If, before the completion of the Vesting Date with respect to any award of RSUs, the Participant's service as a Director ceases or, as an Employee of the Company or of a Related Entity is terminated, where such cessation or termination occurs:

- (a) subsequent to a Control Change and during the Control Change Period (as defined in the RSU Plan) and such termination was:
  - (i) for any reason whatsoever other than death or termination for Cause (as defined in the RSU Plan); or
  - (ii) for Good Reason (as defined in the RSU Plan) and the Participant gives notice to the Company to that effect and after thirty days the Company does not cure the act or omission which constitutes Good Reason; or
- (b) prior to the date on which a Control Change occurs and it is reasonably demonstrated that such termination:
  - (i) was at the request of a third party who has taken steps reasonably calculated to effect Control Change; or
  - (ii) arose in connection with or anticipation of a Control Change,

then the Award shall immediately vest on the Separation Date and the Payment Amount shall be equal to the number of Common Shares determined on the Separation Date multiplied by the number of RSUs in the Participant's Account, net of applicable withholding tax. Notwithstanding the foregoing, the Committee may, in its sole and absolute discretion, provide in the Award Notice evidencing the Award a provision to the effect that these provisions shall not apply in respect of that Award or shall apply on such modified basis as is expressly set forth in such Award Notice.

### Adjustments

In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Common Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Company or other distribution of the Company's assets to the Shareholders (other than the payment of dividends in respect of the Common Shares as contemplated in the RSU Plan), the Committee may choose to adjust the Account of each Participant and the RSUs outstanding under the Plan in such manner, if any, as the Committee may in its discretion deem appropriate (taking into account any tax consequences to the extent considered

relevant by the Committee) to preserve the account of each Participant and the RSUs outstanding under the RSU Plan will be adjusted in such manner, if any, as the Committee deems appropriate to preserve, proportionally, the interests of Participants. For greater certainty and notwithstanding any other provision of this Plan, in no event shall a Participant be or become entitled to receive any amount of cash from the Company.

#### Discretion to Permit Vesting

The Committee can, in its sole discretion, subject to such terms and conditions (if any) established by the Committee in its sole discretion at any time, permit:

- (a) Persons previously entitled to participate in the Plan to continue to be a Participant for the purposes of the Plan;
- (b) the vesting or accelerated vesting of any or all RSUs held by a Participant; and
- (c) the payment of the Payment Amount in respect of such RSUs in the manner and on the terms authorized by the Committee.

#### Common Shares Reserved

Subject to adjustment as may be permitted under the RSU Plan, the maximum number of Common Shares which may be reserved for issuance under the Plan at any time shall be 4,480,784 Common Shares.

#### Limitations under the RSU Plan

Notwithstanding any other provision of this Plan, but subject to RSU grants approved by the disinterested shareholders of the Company or other requirements of applicable Exchange Policies:

- (a) the aggregate number of Common Shares reserved for issuance under the RSU Plan, together with any other Security Based Compensation Arrangements (as defined in the RSU Plan), for Insiders (as a group) at any point in time may not exceed 10% of the issued and outstanding Common Shares from time to time;
- (b) the maximum number of RSUs that may be granted to Insiders (as a group) under the Plan, together with any other Security Based Compensation Arrangements, within a 12 month period, may not exceed 10% of the issued and outstanding Common Shares calculated on the Award Date;
- (c) the maximum number of RSUs that may be granted to any one Eligible Person (and companies wholly owned by that Eligible Person) under the RSU Plan, together with any other Security Based Compensation Arrangements, within a 12 month period, may not exceed 5% of the issued and outstanding Common Shares, calculated on the Award Date; and
- (d) the maximum number of RSUs that may be granted to any one Consultant under the RSU Plan, together with any other Security Based Compensation Arrangements, within a 12 month period, may not exceed 2% of the issued and outstanding Common Shares, calculated on the Award Date.

The RSU Plan provides that the respective limits set out above may be exceeded:

- (a) if the Common Shares are listed for trading on the TSX Venture Exchange, on a case-by-case basis, upon the approval of disinterested shareholders of the Company; or
- (b) if the Common Shares are not listed for trading on the TSX Venture Exchange, in accordance with applicable Exchange Policies (as defined in the RSU Plan).

#### Status of Terminated RSUs

For purposes of determining the number of Common Shares that remain available for issuance under the RSU Plan, the number of Common Shares underlying any grants of RSUs that are surrendered, forfeited, waived and/or cancelled shall be added back to the Plan and again be available for future grant, whereas the number of Common Shares underlying any grants of RSUs that are issued upon exercise of RSUs shall not be available for future grant.

#### Amendment, Suspension, or Termination of Plan

Subject to applicable law, the Committee may from time to time amend or suspend the RSU Plan in whole or in part and may at any time terminate the RSU Plan without prior notice. However, any such amendment, suspension or termination shall not adversely affect the RSUs previously granted to a Participant at the time of such amendment, suspension or termination, without the consent of the affected Participant.

If the Committee suspends or terminates the RSU Plan, no new RSUs will be credited to the account of a Participant; however, previously credited RSUs shall remain outstanding but shall not be entitled to dividend credits following

suspension or termination unless at the time of suspension or termination the Committee determines that the entitlement to dividend credits during suspension or after termination, as applicable, should be continued.

The Committee shall not require the consent of any affected Participant in connection with a termination of the RSU Plan in which the vesting of all RSUs held by the Participant are accelerated and the Payment Amount (less Applicable Withholding Amount) is paid to the Participant in respect of all such RSUs.

The Company will be required to obtain disinterested shareholder approval for any amendment related to (i) the number or percentage of issued and outstanding Common Shares available for grant under the RSU Plan; (ii) a change in method of calculation of redemption of RSUs held by Eligible Persons; and (iii) an extension to the term for redemption of RSUs held by Eligible Persons.

A copy of the RSU Plan is attached as Schedule B to this Information Circular. Refer to heading below - **“PARTICULARS OF MATTERS TO BE ACTED UPON – B. Adoption of Restricted Share Unit Plan”**.

#### **Director and NEO Compensation Excluding Compensation Securities**

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Company to NEOs and directors of the Company for the two completed financial years ended March 31, 2020 and March 31, 2019. Options and compensation securities are disclosed under the heading **“Stock Options and Other Compensation Securities”** in this Information Circular.

**Table of Compensation Excluding Compensation Securities in Financial Years ended March 31, 2020 and March 31, 2019**

<b>Table of compensation excluding compensation securities</b>							
<b>Name and position</b>	<b>Year</b>	<b>Salary, consulting fee, retainer or commission (\$)</b>	<b>Bonus (\$)</b>	<b>Committee or meeting fees (\$)</b>	<b>Value of perquisites (\$)</b>	<b>Value of all other compensation (\$)</b>	<b>Total Compensation (\$)</b>
Desmond M. Balakrishnan Executive Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Zula Kropivnitski CFO, Secretary	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Christopher R. Cooper Director	2020	\$6,000	Nil	Nil	Nil	Nil	\$6,000
	2019	\$6,000	Nil	Nil	Nil	Nil	\$6,000

#### Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

The Company entered into the following transactions with related parties during financial years ended March 31, 2020 and March 31, 2019:

#### ***Key management compensation and related party transactions:***

##### **a) Key management compensation**

Key management personnel includes the members of the Board of Directors and officers of the Company, who have the authority and responsibility for planning, directing and controlling the activities of the Company.

Amounts paid and accrued to directors, officers and companies in which directors and officers are shareholders or partners are as follows:

	<b>2020</b>	<b>2019</b>
Management and administration fees	\$129,404	\$75,000
Directors' fees	\$6,000	\$6,000

	2020	2019
Share-based compensation	\$---	\$206,296
<b>Total</b>	<b>\$135,404</b>	<b>\$287,296</b>

**b) Related party transactions**

In the normal course of operations, the Company transacts with companies related to its directors or officers. Related party transactions are measured at the exchange amounts as agreed upon by transacting parties. Related party transactions are as follows:

- During the year ended March 31, 2020, the Company incurred \$67,517 (2019 - \$24,984) in legal expenses and \$6,555 (2019 - \$nil) in share issue costs from a law firm of which a director and officer of the Company is a partner. As at March 31, 2020, \$67,419 (2019 - \$8,877) is included in accounts payable for this law firm, and cash of \$nil (2019 - \$43,950) was held in trust.
- The Company has investments in shares of corporations with directors and officers in common. As at March 31, 2020, fair market value of these investments was \$501,518 (2019 - \$173,633) and cost \$480,518 (2019 - \$272,833).
- During the year ended March 31, 2019, the Company loaned \$250,000 (note 6 to Company's financial statements) to a company with a director in common. During the year ended March 31, 2020 the loan and accrued interest were repaid. As at March 31, 2020 \$nil (2019 - \$8,445) was accrued as interest.
- During the year ended March 31, 2020 the Company entered into an agreement to loan \$120,000 to a company with an Officer in common (note 6). During the year ended March 31, 2020, the loan and a one-time charge of \$10,000 were repaid.
- During the year ended March 31, 2020, the Company's lease payments were reimbursed monthly by a company of which an Officer of the Company is employee. As a result, income of \$82,141 was recognized in the statement of operations and comprehensive loss.

**Outstanding Compensation Securities**

**Stock Options and Other Compensation Securities**

The below sets compensation securities granted or issued to any Director or NEO by the Company for the financial years ended March 31, 2020 and March 31, 2019. Effective on October 28, 2020 the Company's common shares were consolidated at a ratio of five pre-consolidation common shares, for one new post-consolidated common share. There were no share-based awards granted or issued to any Director or NEO by the Company for the financial years ended March 31, 2020 and March 31, 2019.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (CAD\$)	Closing price of security or underlying security on date of grant (CAD\$)	Closing price of security or underlying security at year end (CAD\$) <sup>(3)</sup>	Expiry Date
Desmond M. Balakrishnan Executive Director	Stock Options	500,000 (11%) 100,000 post-consolidated	October 23, 2017	\$0.10 \$0.50 post-consolidated	\$0.08	\$0.18	October 23, 2022
		250,000 (6%) 50,000 post-consolidated	August 1, 2018	\$0.15 \$0.75 post-consolidated	\$0.16	\$0.11	August 1, 2023
		1,000,000 (22%) 200,000 post-	February 1, 2019	\$0.10 \$0.50 post-consolidated	\$0.06	\$0.11	February 1, 2024

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (CAD\$)	Closing price of security or underlying security on date of grant (CAD\$)	Closing price of security or underlying security at year end (CAD\$) <sup>(3)</sup>	Expiry Date
		consolidated					
Zula Kropivnitski CFO, Secretary	Stock Options	300,000 (7%) 60,000 post-consolidated	October 23, 2017	\$0.10 \$0.50 post-consolidated	\$0.08	\$0.18	October 23, 2022
		200,000 (4%) 40,000 post-consolidated	August 1, 2018	\$0.15 \$0.75 post-consolidated	\$0.16	\$0.11	August 1, 2023
		500,000 (11%) 100,000 post-consolidated	February 1, 2019	\$0.10 \$0.50 post-consolidated	\$0.06	\$0.11	February 1, 2024
Christopher R. Cooper Director	Stock Options	100,000 (2%) 20,000 post-consolidated	October 23, 2017	\$0.10 \$0.50 post-consolidated	\$0.08	\$0.18	October 23, 2022
		250,000 (6%) 50,000 post-consolidated	August 1, 2018	\$0.15 \$0.75 post-consolidated	\$0.16	\$0.11	August 1, 2023
		200,000 (4%) 40,000 post-consolidated	February 1, 2019	\$0.10 \$0.50 post-consolidated	\$0.06	\$0.11	February 1, 2024

#### Exercise of Compensation Securities by Directors and NEOs

There were no options were exercised by a Director or an NEO of the Company during the Company's financial years ended March 31, 2020 and March 31, 2019.

#### Employment, consulting and management agreements

Effective April 1, 2015, the Company has agreed to pay a monthly fee of \$10,000 to a company in which Zula Kropivnitski, an officer and director of the Company is an employee for provision of management and administrative services including services of Chief Financial Officer and starting from October 21, 2015 also as a director. The agreement was amended and the Company has agreed to pay a monthly fee of \$5,000 starting from July 1, 2016. The agreement may be terminated by the Company with 60 days' written notice.

Other than as stated above, there are no compensatory plans or arrangements, with respect to any Director or NEO resulting from the resignation, retirement or any other termination of employment of an officer or director or from a change of a director's or a NEO's responsibilities following a change in control.

#### Pension Plan Benefits

The Company has no pension plan arrangements or benefits with respect to any of its NEOs, directors or employees.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plan the Company has in place is its 10% rolling stock option plan in place (the “Plan”). The Plan was approved by shareholders at the Company’s annual general and special meeting held on December 20, 2011.

Refer to heading below - “**PARTICULARS OF MATTERS TO BE ACTED UPON – A. Continuation of 10% “rolling” Share Option Plan**”.

Refer to heading below - “**PARTICULARS OF MATTERS TO BE ACTED UPON – B. Adoption of Restricted Share Unit Plan**”.

The following table sets out equity compensation plan information as at the Company’s financial year ended March 31, 2020:

### *Equity Compensation Plan Information*

	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by securityholders (the Share Option Plan)	4,500,000	\$0.11	16,703,919
Equity compensation plans not approved by securityholders	N/A		N/A
Total	4,500,000		16,703,919

Note: Share Option Plan limitation of 10% of the issued and outstanding Common Shares as at March 31, 2020 of 21,203,919 common shares. There were no incentive stock options (option-based awards) outstanding or granted to the directors or named executive officers of the Company during the Company’s financial year ended March 31, 2020..

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company as of the end of the two most recently completed financial years or as at the date hereof.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Disclosure in this Information Circular briefly describes (and, where practicable, states the approximate amount) of any material interest, direct or indirect, of any informed person of the Company, any proposed director of the Company, or any associate or affiliate of any informed person or proposed director, in any transaction since the commencement of the Company’s two most recently completed financial years or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

### **Non-Brokered Private Placement**

The Company closed a non-brokered private placement for the purchase of 22,000,000 units at a unit price of \$0.05, with a whole warrant to purchase a total of 22,000,000 warrants at a warrant exercise price of \$0.10/\$0.50 post-consolidated expiring on November 16, 2020. Effective on October 28, 2020 the Company’s common shares were consolidated at a ratio of five pre-consolidation common shares, for one new post-consolidated common share. The following Insiders of the Company purchased units in this private placement: 1) Desmond Balakrishnan (300,000 units/60,000 units post-consolidated); and 2) Zula Kropivnitski (200,000 units/40,000 units post-consolidated).

### **Share Exchange Agreement**

The Company, through its wholly-owned subsidiary 1261489 B.C. Ltd. (AcquisitionCo), completed an acquisition of 100% of the issued and outstanding shares of Cucu Sports Limited in exchange for Common Shares in the share capital of the Company, pursuant to a Share Exchange Agreement dated September 2, 2020 between Planet Ventures Inc. (the Company) and 1261489 B.C. Ltd., a wholly owned subsidiary of the Company (AcquisitionCo) and Cucu Sports Limited (the Vendor) whereby AcquisitionCo acquired 100% of the shares of the Vendor in exchange for 12,000,000 common shares of the Company. Sergio Teubal is the CEO of the Vendor, Cucu Sports Limited.

## MANAGEMENT CONTRACTS

Except as set out herein there are no management functions of the Company, which are to any substantial degree performed by a person or company other than the directors or executive officers of the Company.

### PARTICULARS OF MATTERS TO BE ACTED UPON

#### A. Continuation of 10% “rolling” Share Option Plan

The Company’s has a 10% “rolling” Share Option Plan dated for reference November 8, 2011 (the “Plan”) as described under heading “**Stock Options and Other Compensation Securities**” above. Under the Plan, options totaling a maximum of 10% of the Common Shares outstanding from time to time are available for grant.

A total of 1,340,000 stock options were outstanding at the date of this Information Circular.

To comply with the policies of the TSXV covering “rolling” option plans, continued grants under the Plan must be approved annually by the shareholders of the Company.

#### *Shareholder Approval*

At the Meeting, Shareholders will be asked to consider and vote on an ordinary resolution to ratify and confirm the Plan, with or without variation, as follows:

“**RESOLVED** that the Company’s 10% rolling Share Option Plan dated for reference November 8, 2011, be and is hereby ratified and approved for continuation until the next annual meeting of the Company.”

An ordinary resolution is a resolution passed by the shareholders of the Company at a general meeting by a simple majority of the votes cast in person or by proxy.

A shareholder may also obtain a copy of the Plan by contacting the Company at Suite 303, 750 West Pender Street, Vancouver, British Columbia V6C 2T7 Tel: 604-681-0084 or Fax No.: 604 681-0094.

**The Board recommends that shareholders vote in favour of the Plan.**

#### B. Adoption of Restricted Share Unit Plan

There were no restricted share units outstanding at the date of this Information Circular.

At the Meeting, relevant disinterested shareholders will be asked to ratify, confirm and approve an ordinary resolution to the Company’s fixed 10% restricted share unit plan (the “**RSU Plan**”) as described above under heading **Stock Option Plan and Other Compensation Plans** in this Information Circular.

Relevant disinterested shareholders, will be asked to consider and, if deemed appropriate, authorize, ratify and approve, subject to regulatory approval, the RSU Plan (the “**RSU Plan Resolution**”).

The resolution, the text of which is set out below, must be approved by not less than a majority of the votes cast in respect thereof by shareholders other than insiders of the Company and their associates eligible to receive restricted share units under the RSU Plan (as defined in TSX Venture Exchange Policies, collectively, the “**Insiders**”), which, as at November 9, 2020 record date, total approximately 5,260,000 Common Shares. All other Shareholders of the Company are entitled to vote on this resolution.

A copy of the RSU Plan is attached as Schedule B to this Information Circular. In addition, the RSU Plan will also be available for review at the Meeting.

#### *RSU Plan Resolution*

**BE IT RESOLVED with or without variation, that:**

1. the Company’s fixed 10% restricted share unit plan, as described and included in the Information Circular (the “**RSU Plan**”), pursuant to which the directors may, from time to time, authorize the issuance of up to 4,480,784 common shares of the Company to directors, officers, employees, and consultants of the Company in accordance with the RSU Plan, be and is hereby authorized, ratified, confirmed and approved, subject to regulatory approval;
2. the board of directors be authorized on behalf of the Company to make any further amendments to the RSU Plan as may be required by regulatory authorities, without further approval of the shareholders of the Company, in order to ensure adoption of the RSU Plan;

3. to the extent permitted by law, the Company be authorized to abandon all or any part of the RSU Plan if the Board deems it appropriate and in the best interest of the Company to do so; and
4. any one or more of the directors or officers of the Company is authorized and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution.”

**The Board of Directors recommends that the shareholders vote in favour of the ordinary resolution of disinterested shareholders to ratify and approve the adoption of the Company’s Fixed 10% Restricted Share Unit Plan.**

#### **ADDITIONAL INFORMATION**

Financial information is provided in the consolidated audited financial statements of the Company for the fiscal years ended March 31, 2020 and March 31, 2019, the report of the auditor thereon, and the related management discussion and analysis and filed under the Company’s SEDAR profile at [www.sedar.com](http://www.sedar.com) and will be tabled at the Meeting.

Additional information relating to the Company is filed under the Company’s SEDAR profile at [www.sedar.com](http://www.sedar.com) and upon request from the Company at Suite 303, 750 West Pender Street, Vancouver, British Columbia Canada V6C 2T7 Tel: 604-681-0084. Copies of the report of the auditor, audited financial statements for the year ended March 31, 2020, with the related management discussion and analysis and interim financial statements for the previous two years will be provided free of charge to security holders of the Company. The Company may require the payment of a reasonable charge from any person or company who is not a securityholder of the Company, who requests a copy of any such document.

#### **OTHER MATTERS**

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Information Circular.

The contents of this Information Circular and its distribution to shareholders have been approved by the Board.

**DATED** at Vancouver, British Columbia, December 2, 2020.

**BY ORDER OF THE BOARD**

*“Desmond M. Balakrishnan”*

**Desmond M. Balakrishnan**  
**Executive Director**



**SCHEDULE A**  
to Information Circular of  
**PLANET VENTURES INC.**

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**CHARTER OF THE AUDIT COMMITTEE**

**Purpose**

The Audit Committee (the “**Committee**”) of Planet Ventures Inc. (the “**Company**”) is appointed by the Board of Directors of the Company to assist the Board in fulfilling its oversight responsibilities of the Company. In so doing, the Committee provides an avenue of communication among the independent auditors, management, and the Board.

The Committee’s primary duties and responsibilities are to gain reasonable assurance of the following:

- that the Company complies with the applicable laws, regulations, rules, policies and other requirements of governments, regulatory agencies and stock exchanges relating to financial reporting and disclosure;
- that management of the Company has assessed areas of potential significant financial risk to the Company and taken appropriate measures;
- the independence and satisfactory performance of duties by the Company’s independent auditors;
- that the accounting principles, significant judgments and disclosures that underlie or are incorporated in the Company’s financial statements are the most appropriate in the prevailing circumstances;
- that the Company’s quarterly and annual financial statements present fairly the Company’s financial position and performance in accordance with generally accepted accounting principles (“**IFRS**”); and
- that appropriate information concerning the financial position and performance of the Company is disseminated to the public in a timely manner.

**Composition**

The Committee shall be comprised of three or more directors as determined by the Board, a majority of whom must be independent<sup>1</sup> and free from any relationship that would interfere with the exercise of his or her independent judgment. All members of the Committee shall be financially literate<sup>2</sup>. The Committee members shall be appointed by the Board.

**Chair**

The Board will appoint the Chair of the Committee annually, to be selected from the members of the Committee. If, in any year, the Board does not make an appointment of the Chair, the incumbent Chair will continue in office until that Chair’s successor is appointed.

**Removal and Vacancies**

Any member of the Committee may be removed and replaced at any time by the Board and will automatically cease to be a member of the Committee as soon as such member ceases to be a director. The Board may fill vacancies in the Committee by election from among the members of the Board. If and whenever a vacancy exists on the Committee, the remaining members may exercise all its powers so long as a quorum remains in office.

**Meetings and Operating Procedures**

- The Committee shall meet at least four times annually, or more frequently as circumstances dictate.

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<sup>1</sup> For the definition of “**independent**”, please refer to NI 52-110. *Audit Committees*

<sup>2</sup> For the definition of “**financially literate**”, please refer to NI 52-110 *Audit Committees*.

- A quorum shall be a majority of the members of the Committee.
- In the absence of the Chair of the Committee, the members shall appoint an acting Chair.
- A copy of the minutes of each meeting of the Committee shall be provided to each member of the Committee and to each director of the Company in a timely fashion.
- Notice of the time and place of each meeting of the Committee will be given by the member calling the meeting to the other members by telephone, electronic mail or facsimile transmission not less than forty-eight (48) hours before the time of the meeting, and, subject to the requirements of applicable law, need not specify the purpose of or the business to be transacted at the meeting. Meetings of the Committee may be held at any time without notice if all members have waived or are deemed to have waived notice of the meeting.
- The Chair of the Committee shall use his or her best efforts to prepare and/or approve an agenda in advance of each meeting.
- The Committee, in consultation with management and the independent auditors, shall develop and participate in a process for review of important financial topics that have the potential to impact the Company's financial policies and disclosures.
- The Committee shall communicate its expectations to management and the independent auditors with respect to the nature, timing and extent of its information needs. The Committee expects that written materials will be received from management and, to the extent needed, the independent auditors in advance of meeting dates.
- The Committee should meet privately in executive session at least quarterly with management and as a committee, and at least annually with the independent auditors, to discuss any matters that the Committee or each of these groups believes should be discussed.
- The Committee shall annually review, discuss and assess its own performance. In addition, the Committee shall periodically review its role and responsibilities.
- The Committee expects that, in discharging their responsibilities to the shareholders, the independent auditors shall be accountable to the Board through the Committee. The independent auditors shall report all material issues or potentially material issues to the Committee.

#### **Reliance on Experts**

The Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties and to set and pay the compensation for any advisors engaged by it. In so doing, each member of the Committee shall be entitled to rely in good faith upon:

- (a) the financial statements of the Company represented to him or her by an officer of the Company or in a written report of the independent auditors to present fairly the financial position of the Company in accordance with IFRS; and
- (b) any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

The Committee shall also have the authority to communicate directly with the independent auditors.

#### **Remuneration of Committee Members**

No member of the Committee may earn fees from the Company other than directors' fees (which fees may include cash, options or other in-kind consideration ordinarily available to directors). For greater certainty, no member of the Committee shall accept any consulting, advisory or other compensatory fee from the Company.

#### **Limitations on Committee's Duties**

In contributing to the Committee's discharging of its duties under this Charter, each member of the Committee shall be obliged only to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this Charter is intended, or may be construed, to impose on any member of the Committee a

standard of care or diligence that is in any way more onerous or extensive than the standard to which all Board members are subject.

## **Responsibilities and Duties**

### *Review Procedures*

- Review and reassess the adequacy of this Charter at least annually, submit any changes to the Board for approval and ensure that it is in compliance with applicable securities laws.
- Review the Company's annual audited financial statements and quarterly unaudited financial statements and the accompanying Management Discussion and Analysis prior to filing or distribution, and, in respect of the annual financial statements, report its findings for approval to the Board. Review should include discussion with management and, in respect of the annual financial statements, independent auditors of significant issues regarding accounting principles, practices and judgments.
- Review news releases and reports to shareholders, prior to distribution, that are to be issued by the Company with respect to the Company's annual and quarterly financial statements and, if appropriate, recommend approval of same to the Board.
- Ensure that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, other than the disclosure stated above, and periodically assess the adequacy of those procedures.
- In consultation with management and the independent auditors, consider the integrity of the Company's financial reporting processes and controls. Discuss significant financial risk exposures and the steps management has taken to monitor, control, and report such exposures.
- Review and approve the Company's hiring policy regarding the partners, employees and former partners and employees of the present and former external auditor of the Company.
- Review with management and the independent auditors the management certifications of the financial statements and accompanying Management Discussion & Analysis as required under applicable securities laws.
- Review with management and the independent auditors the appropriateness of the Company's accounting policies, disclosures, reserves, key estimates and judgments, including changes or alternatives thereto and to obtain reasonable assurance that they are in compliance with IFRS and fairly present in all material respects the Company's financial condition and results, and report thereon to the Board.
- Review the following with management with the objective of obtaining reasonable assurance that financial risk is being effectively managed and controlled:
  - management's tolerance for financial risks;
  - management's assessment of significant financial risks facing the Company; and
  - the Company's policies, plans, processes and any proposed changes to those policies for controlling significant financial risks.
- On at least an annual basis, review with the Company's counsel any legal matters that could have a significant impact on the Company's financial statements, the Company's compliance with applicable laws and regulations, or inquiries received from regulators or governmental agencies.

### *Independent Auditors*

- The independent auditors are ultimately accountable to the Committee and the Board and shall report directly to the Committee. The Committee shall review the independence and performance of the auditors and annually

recommend to the Board the appointment and compensation of the independent auditors or approve any discharge of auditors when circumstances warrant.

- Assume direct responsibility for overseeing the work of the independent auditors engaged to prepare or issue an audit report or perform other audit, review or attest services for the Company, including the resolution of disagreements between management and the independent auditors regarding financial reporting.
- Evaluate and recommend to the Board the independent auditors to be nominated to prepare or issue an audit report or perform other audit, review or attest services for the Company, and the compensation of the independent auditors.
- Pre-approve all non-audit services to be provided to the Company or its subsidiary entities by its independent auditors. Authority to pre-approve non-audit services may be delegated to one or more independent members, provided that the pre-approval is presented to the full Committee at its first scheduled meeting following such pre-approval.
- On an annual basis, the Committee should review and discuss with the independent auditors all significant relationships they have with the Company that could impair the auditors' independence.
- Review the independent auditors' audit plan, and discuss scope, staffing, locations, reliance upon management and internal audit and general audit approach.
- Prior to releasing the year-end earnings, discuss the results of the audit with the independent auditors. Discuss certain matters required to be communicated to audit committees.
- Consider the independent auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- Review the results of independent audits and any change in accounting practices or policies and their impact on the financial statements.
- Where there are unsettled issues raised by the independent auditors that do not have a material effect on the annual audited financial statements, require that there be a written response identifying a course of action that would lead to the resolution of such issues.

*Other*

- Establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
- Ensure that the Company's annual information form, if one is prepared and filed, contains the required prescribed disclosure regarding the Committee, and, if management solicits proxies from the Company's securityholders for the purpose of electing directors to the Board, ensure that the prescribed disclosure is included in the Company's management information circular.

**Access to Records**

The Committee will be permitted access to all records and corporate information that it determines to be required in order to perform its duties.

**SCHEDULE B**  
to Information Circular of  
PLANET VENTURES INC.

**FIXED 10% RESTRICTED SHARE UNIT PLAN**

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**PLANET VENTURES INC.**  
**RESTRICTED SHARE UNIT PLAN**

**November 26, 2020**

**ARTICLE 1**  
**PURPOSE**

**Purpose**

- 1.1 The purpose of this Restricted Share Unit Plan is to provide certain Directors, Employees and Consultants of the Company and its Related Entities with the opportunity to acquire Restricted Share Units of the Company in order to enable them to participate in the long-term success of the Company and to promote a greater alignment of their interests with the interests of the Company's shareholders.

**ARTICLE 2**  
**INTERPRETATION**

**Definitions**

- 2.1 For purposes of the Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:
- (a) **"Account"** means an account maintained for each Participant on the books of the Company that will be credited with RSUs in accordance with the terms of the Plan;
  - (b) **"Applicable Withholding Amounts"** is defined in Section 4.7(c);
  - (c) **"Approved Leave of Absence"** means a leave of absence from full time employment with the Company or affiliate thereof that is provided for in the policies, plans or regulations of the Company or its affiliates or that is approved by management of the Company, including, without limitation, maternity and parental leave in accordance with the Company's (or its affiliates') policies;
  - (d) **"Award"** means a grant of RSUs under the Plan;
  - (e) **"Award Date"** means a date on which RSUs are awarded to a Participant in accordance with Section 4.1;
  - (f) **"Award Notice"** means a notice substantially in the form of Schedule A and containing such other terms and conditions relating to an award of RSUs as the Committee may prescribe;
  - (g) **"Blackout Period"** means the period of time when, pursuant to any policies of the Company, any securities of the Company may not be traded by certain persons as designated by the Company, including any holder of an RSU;
  - (h) **"Board"** means the board of directors of the Company;
  - (i) **"Business Day"** means any day other than a Saturday or Sunday on which the Exchange is open for trading;
  - (j) **"Cause"** means "Just Cause" as defined in the Participant's employment agreement with the Company or one of its Related Entities, or if such term is not defined or if the Participant has not entered into an employment agreement with the Company or one of its Related Entities, then as such term is defined by applicable law, and shall include, without

limitation, the occurrence of one of the following events with respect to the Employee: (a) has materially breached any written agreement between the Participant and the Company; (b) is convicted of a criminal offence relating to duties of the Participant, including any for breach of trust or fraud; (c) has refused to comply with a lawful order or direction of the Company or the Board; (d) has engaged in negligence or incompetence in carrying out the duties and responsibilities of his or her position in a diligent, professional and efficient manner; or (e) has been involved in any other act, omission, or misconduct which constitutes just cause at common law;

- (k) “**Committee**” means the board of directors of the Company or any committee thereof duly empowered or authorized by the board of directors to administer the Plan;
- (l) “**Common Shares**” means the common shares in the capital of the Company as presently constituted or, in the event of an adjustment contemplated by Section 4.12, such other number or type of securities as the Committee may determine;
- (m) “**Company**” means Planet Ventures Inc. and its successors and assigns;
- (n) “**Consultant**” means an individual or corporation, other than an officer or employee of the Company or a Related Entity, that is engaged to provide consulting, technical, management or other services to the Company or a Related Entity under a written consulting agreement;
- (o) “**Control Change**” means the occurrence of any of:
  - (i) any transaction at any time and by whatever means pursuant to which any person or any group of two or more persons acting jointly or in concert (other than the Company or any of its affiliates or subsidiary) thereafter acquires the direct or indirect “beneficial ownership” (as defined in the *Business Corporations Act* (British Columbia)) of, or acquires the right to exercise control or direction over, securities of the Company representing 50% or more of the then issued and outstanding voting securities of the Company in any manner whatsoever, including, without limitation, as a result of a take-over bid, an issuance or exchange of securities, an amalgamation of the Company with any other person, an arrangement, a capital reorganization or any other business combination or reorganization;
  - (ii) the sale, assignment or other transfer of all or substantially all of the assets of the Company to a person or any group of two or more persons acting jointly or in concert (other than a wholly-owned subsidiary of the Company);
  - (iii) the occurrence of a transaction requiring approval of the Company’s security holders whereby the Company is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any person or any group of two or more persons acting jointly or in concert (other than an exchange of securities with a wholly-owned subsidiary of the Company); or
  - (iv) the Board passes a resolution to the effect that an event comparable to an event set forth in this definition has occurred;
- (p) “**Control Change Period**” means the period commencing on the date of occurrence of a Control Change and ending twelve months after that date;
- (q) “**Director**” means a director of the Company;
- (r) “**Eligible Person**” means a Person entitled to participate in the Plan in accordance with Section 3.2;

- (s) “**Employee**” means an officer or employee of the Company or a Related Entity of the Company, or such Person as may be so designated by the Committee;
- (t) “**Exchange**” means the TSX Venture Exchange, the Toronto Stock Exchange or any other stock exchange on which the Common Shares are then listed for trading, as applicable;
- (u) “**Exchange Policies**” means the policies, orders, by-laws or regulations of the Exchange;
- (v) “**Expiry Time**” means 5:00 p.m. (Vancouver time) on the last day of the RSU Term;
- (w) “**Fair Market Value**” means, at any date, the higher of: (f) the weighted average price per share at which the Common Shares have traded on the Exchange during the last five (5) trading days prior to that date and (g) the closing price of the Common Shares on the Exchange on the date prior to that date, or, if the Common Shares are not then listed and posted for trading on any stock exchange, then it shall be the fair market value per Common Share as determined by the Board in its sole discretion; and for such purposes, the weighted average price per share at which the Common Shares have traded on the Exchange shall be calculated by dividing (a) the aggregate sale price for all the Common Shares traded on the Exchange during the relevant five trading days by (b) the aggregate number of Common Shares traded on the Exchange during the relevant five trading days;
- (x) “**Good Reason**” means “Good Reason” as defined in the Participant’s employment agreement with the Company or one of its Related Entities, or if such term is not defined or if the Participant has not entered into an employment agreement with the Company or one of its Related Entities, then it means:
  - (i) without the express written consent of the Participant, the assignment to the Participant of any duties materially inconsistent with the Participant’s position, duties and responsibilities with the Company immediately prior to such assignment or any removal of the Participant from, or any failure to re-elect the Participant to, material positions, duties and responsibilities with the Company;
  - (ii) a material reduction in total compensation, including annual base salary, incentive compensation, benefits (including pension, life insurance, health and accident benefits) and perquisites the Participant was receiving immediately prior to insolvency or a Control Change; or
  - (iii) any reason which would be considered to amount to constructive dismissal by a Court of competent jurisdiction;
- (y) “**Insider**” means: (c) a Director or senior officer of the Company; (d) a Director or senior officer of a company that is an Insider or subsidiary of the Company; (e) a person that beneficially owns or controls, directly or indirectly, Common Shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company; and (f) the Company itself if it holds any of its own securities;
- (z) “**Investor Relations Activities**” has the meaning assigned by Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- (aa) “**Notice of Acquisition**” means a notice substantially in the form of Schedule B from a Participant to the Company giving notice of the exercise of an RSU previously granted to the Participant;
- (bb) “**Participant**” means an Eligible Person who has been awarded RSUs under the Plan or to whom RSUs have been transferred in accordance with the Plan;
- (cc) “**Payment Amount**” means the amount determined in accordance with Section 4.7(a);



- (dd) **“Performance Criteria”** means such corporate and/or personal performance criteria as may be determined by the Committee in respect of the grant and/or vesting of Restricted Share Units to any Participant, which criteria may be applied to either the Company and its Related Entities as a whole or a Related Entity individually or in any combination, and measured either in total, incrementally or cumulatively over a calendar year or such other performance period as may be specified by the Committee in its sole discretion, on an absolute basis or relative to a pre-established target, to previous years’ results or to a designated comparison group;
- (ee) **“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, fund, organization or other group of organized persons, government, government regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (ff) **“Plan”** means this Restricted Share Unit Plan as amended, restated, supplemented or otherwise modified from time to time;
- (gg) **“Related Entity”** means a Person that is controlled by the Company;
- (hh) **“Restricted RSUs”** has the meaning as set out in Section 4.7(e);
- (ii) **“Restricted Share Unit”** or **“RSU”** means a unit equivalent in value to a Common Share, credited by means of a bookkeeping entry on the books of the Company in accordance with Article 4;
- (jj) **“RSU Term”** means a term during which a Participant may acquire a Common Share for any vested RSUs granted pursuant to the Plan;
- (kk) **“Security Based Compensation Arrangements”** means an option to purchase Common Shares, or a plan in respect thereof, or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to Directors, Employees or Consultants of the Company or its Related Entities;
- (ll) **“Separation Date”** means the last date on which the Participant is actively with the Company without regard to any contractual or common law notice period that might apply to such termination or any period during which the Participant receives termination or severance pay; and for greater certainty, in the event that a Participant is on an Approved Leave of Absence, they shall not be deemed to have ceased to be actively at work or to have ceased to be a full time employee; and
- (mm) **“Vesting Date”** means the date determined in accordance with Section 4.2.

### **Certain Rules of Interpretation**

- 2.2
- (a) Whenever the Board or, where applicable, the Committee or any sub-delegate of the Committee is to exercise discretion in the administration of the terms and conditions of this Plan, the term “discretion” means the sole and absolute discretion of the Board or the Committee or the sub-delegate of the Committee, as the case may be.
  - (b) As used herein, the terms **“Article”** and **“Section”** mean and refer to the specified Article or Section of this Plan.
  - (c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.

- (d) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (e) A Person (First Person) is considered to “control” another Person (Second Person) if the First Person, directly or indirectly, has the power to direct the management and policies of the Second Person by virtue of:
  - (i) ownership of or direction over voting securities in the Second Person;
  - (ii) a written agreement or indenture;
  - (iii) being the general partner or controlling the general partner of the Second Person;  
or
  - (iv) being a trustee of the Second Person.

### **ARTICLE 3 ADMINISTRATION**

#### **Administration of the Plan**

- 3.1 (a) Subject to subsections 3.1(b) and 3.1(c), this Plan will be administered by the Committee and the Committee has sole and complete authority, in its discretion, to:
- (i) interpret the Plan and prescribe, modify and rescind rules and regulations relating to the Plan;
  - (ii) exercise rights reserved to the Company under the Plan;
  - (iii) determine Performance Criteria (if any);
  - (iv) determine vesting schedules (if any);
  - (v) prescribe forms for notices to be prescribed by the Company under the Plan; and
  - (vi) make all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the Plan.
- The Committee’s determinations and actions under this Plan are final, conclusive and binding on the Company, the Participants and all other Persons.
- (b) To the extent permitted by applicable law, the Committee may, from time to time, delegate to any specified officer of the Company all or any of the powers of the Committee under the Plan. In such event, the specified officer will exercise the powers delegated to it by the Committee in the manner and on the terms authorized by the Committee. Any decision made or action taken by the Committee or the specified officer arising out of or in connection with the administration or interpretation of this Plan in this context is final, binding and conclusive on the Company, any custodian appointed in respect of the Plan, the Participants and all other Persons.
- (c) Notwithstanding subsections 3.1(a) and 3.1(b), oversight and ultimate responsibility for the Plan resides with the Board. At any time and from time to time, the Board may, in its discretion, take any action or make any decision that is otherwise delegated to the Committee pursuant to Section 3.1(a).

#### **Eligibility**

- 3.2 All Directors, Employees and Consultants of the Company and its Related Entities are eligible to participate in the Plan, but actual participation of any Person is at the discretion of the Committee or the Board. The Company reserves the right to restrict eligibility or otherwise limit the number of Persons eligible for participation in the Plan at any time. Eligibility to participate in the Plan does not confer upon any Person a right to receive an award of RSUs pursuant to the Plan. It shall

be the responsibility of the Company and the Eligible Person to ensure that such Eligible Person is a *bona fide* Eligible Person. Notwithstanding any other provision of this Plan, Consultants of the Company and its Related Entities who are retained to provide Investor Relations Activities are not eligible to participate in the Plan.

### **Consistency With Other Agreements**

- 3.3 Notwithstanding the general terms and conditions of the Plan and any Award Notice, the terms and conditions of any Award of RSUs granted under this Plan shall, to the greatest extent possible, be made consistent with the terms and conditions of any written agreement between the Company and/or a Related Entity on the one hand and the Participant on the other hand, in so far as such agreement provides for the treatment of share incentives. In the event of any conflict between any written employment agreement and this Plan or any Award Notice, the written employment agreement shall govern.

### **Taxes**

- 3.4 Each Participant shall be solely responsible for personal income tax payable (and any other tax, levy or charge of any description) with respect to participation in the Plan, including with respect to any payment received by the Participant in respect of vested RSUs under the Plan, although the Company is authorized to deduct Applicable Withholding Amounts from such payments.

## **ARTICLE 4 AWARDS OF RESTRICTED SHARE UNITS**

### **Awards of Restricted Share Units**

- 4.1 Subject to the provisions of the Plan and such other terms and conditions as the Committee or the Board may prescribe, the Committee may, from time to time, award RSUs in its discretion to any Eligible Person. RSUs so awarded shall be credited to an Account maintained for each Participant on the books of the Company as of the Award Date. The number of RSUs to be credited to each Participant's Account in respect of a fiscal year shall be determined by dividing: (a) the dollar amount of the portion of the Participant's compensation which the Committee, in its sole discretion, determines to be paid as RSUs (including, for greater certainty, such portion of the Participant's compensation which the Participant has elected to be paid as RSUs in advance of an award in accordance with any rules as may be adopted and communicated by the Committee in this regard at its discretion, if the Committee in its discretion determines to do so), by (b) the Fair Market Value per Common Share on the Award Date. Any fractional RSUs resulting from such calculations shall be rounded to the nearest whole number. For greater certainty, a fractional entitlement that is equal to or greater than 0.5 shall be rounded up to the next greater whole number and a fractional entitlement that is less than 0.5 shall be rounded down to the next lesser whole number.

### **Vesting Period and RSU Term**

- 4.2 Each Award will vest on the dates and/or the satisfaction of the Performance Criteria (each a "**Vesting Date**") specified by the Committee on the Award Date, and reflected in the Award Notice. The RSU Term shall be determined by the Committee on the Award Date, and reflected in the Award Notice and shall not exceed ten years from the Award Date. Each RSU outstanding and all rights thereunder shall expire at the Expiry Time, but shall be subject to earlier termination in accordance with Sections 4.8 and 4.10 of this Plan.

### **Award Notice**

- 4.3 All Awards of RSUs under Section 4.1 of this Plan will be evidenced by Award Notices. Such Award Notices will be subject to the applicable provisions of this Plan and will contain such

provisions as are required by this Plan and any other provisions that the Committee may direct. Any one officer of the Company is authorized and empowered to execute and deliver, for and on behalf of the Company, an Award Notice to each Participant.

#### **Credits for Dividends**

- 4.4 A Participant's Account shall be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on Common Shares. The number of additional RSUs to be credited to a Participant's Account shall be computed by dividing: (a) the dividends that would have been paid to such Participant if each RSU in the Participant's Account on the relevant dividend record date had been one Common Share, by (b) the Fair Market Value of the Common Shares determined as of the date of payment of such dividend. Any fractional RSUs resulting from such calculation shall be rounded to the nearest whole number. For greater certainty, a fractional entitlement that is equal to or greater than 0.5 shall be rounded up to the next greater whole number and a fractional entitlement that is less than 0.5 shall be rounded down to the next lesser whole number. Any such additional RSUs credited to the Participant's Account shall vest in proportion to and shall be paid under Section 4.6 in the same manner as the RSUs to which they relate. The foregoing does not obligate the Company to pay dividends on Common Shares and nothing in this Plan shall be interpreted as creating such an obligation.

#### **Reporting of Restricted Share Units**

- 4.5 Statements of the RSU Accounts will be provided to Participants on an annual basis or made available on an on-going basis by any Plan administrator.

#### **Allotment of Common Shares for Issuance by the Company**

- 4.6 The Company shall allot for issuance from treasury such number of Common Shares corresponding to the maximum number of Common Shares that may be deliverable to Participants under this Plan.

#### **Acquisition of Vested RSUs**

- 4.7 (a) A Participant or, if Section 4.10 applies, the Participant's estate, who wishes to acquire a Common Share for any vested RSUs may do so by delivering: (i) a completed Notice of Acquisition to the Company on or before the Expiry Time; and (ii) a certified cheque or bank draft payable to the Company for the Applicable Withholding Amounts (as defined herein) as may be required pursuant to Section 4.7(c), following which the Company shall issue, within ten days following receipt of the Notice of Acquisition, and subject to such applicable residual withholding, if any, as the Company determines in its discretion should then be imposed to meet related withholding or remittance obligations under applicable law, one Common Share for each RSU in the Participant's Account that the Participant has included on the Notice of Acquisition (the "**Payment Amount**"). The RSUs in respect of which Common Shares are issued shall be cancelled and no further issuances shall be made to the Participant under the Plan in relation to such RSUs.
- (b) The Company shall register and deliver certificates for such Common Shares to the Participant by first class insured mail, unless the Company shall have received alternative instructions from the Participant for the registration and/or delivery of the certificates.
- (c) When a Participant is otherwise entitled to receive the Payment Amount, the Company shall, as a condition of issuance of the Common Shares relating to such Payment Amount, have the right to require the Participant to remit to the Company such amount or amounts as the Company determines in its discretion should be so remitted in order to satisfy or allow the Company to satisfy any federal, provincial, and local taxes, domestic or foreign, required by law or regulation to be withheld and/or remitted with respect to the payment of the Payment Amount or any other taxable event arising as a result of the Plan (the

“**Applicable Withholding Amounts**”). At the Company’s discretion, the Company may also choose to require satisfaction of all or any part of the Applicable Withholding Amounts by:

- (i) the tendering by the Participant of a cash payment to the Company in an amount less than or equal to the Applicable Withholding Amount;
- (ii) the withholding by the Company from the Common Shares otherwise payable to the Participant such number of Common Shares as it determines to be withheld (including any excess then determined by the Company in its discretion) and sold by the Company, as trustee, to satisfy the Applicable Withholding Amount (net of selling costs, which shall be paid by the Participant). The Participant consents to such sale and grants to the Company an irrevocable power of attorney to effect the sale of such Common Shares and acknowledges and agrees that the Company does not accept responsibility for the price obtained on the sale of such Common Shares; and/or
- (iii) the withholding by the Company from any cash payment otherwise due to the Participant (for any reason whatsoever) such amount of cash as is less than or equal to the amount of the Applicable Withholding Amount;

provided, however, that the sum of any cash so paid or withheld and the fair market value of any Common Shares so withheld is equal to or greater than the Applicable Withholding Amount.

- (d) Participants (and their beneficiaries or any other Persons claiming thereby) shall be responsible for all taxes with respect to participation in the Plan, any RSUs granted under the Plan, receipt of a Payment Amount or otherwise, arising in any way whatsoever. The Company and the Board make no guarantees or representations to any Person regarding the tax status of the Plan or RSUs, tax treatment of an RSU award or issuances of Common Shares made under the Plan, tax impact of any decisions or determinations made by the Committee in the administration of the Plan, or otherwise, and none of the Company or any of its directors, officers, employees, representatives or counsel shall have any liability to a Participant with respect thereto.
- (e) If the Expiry Time for an RSU falls within any Blackout Period or within ten business days (being a day other than a Saturday, Sunday or other than a day when banks in Vancouver, British Columbia are not generally open for business) following the end of any Blackout Period (the “**Restricted RSUs**”), then the Expiry Time of such Restricted RSUs shall, without any further action, be extended to the date that is ten business days following the end of such Blackout Period notwithstanding any other term of the Plan.

#### **Resignation or Termination**

4.8 Notwithstanding Section 4.7, and subject to any express resolution passed by the Committee, if:

- (a) a Participant’s employment or service with the Company or the Related Entity is terminated, whether or not for Cause; or
- (b) a Participant resigns from employment or service with the Company or a Related Entity, then
- (c) any RSUs granted to the Participant under the Plan which have not yet vested or been deemed to be vested, on or before the Separation Date for the Participant are forfeited and cancelled effective on the Separation Date and shall terminate without payment and shall be of no further force or effect from and after the Separation Date; and

- (d) the Participant may, but only within the next 30 days following the Separation Date, deliver a completed Notice of Acquisition to the Company to acquire Common Shares for previously vested RSUs (if any) and following such 30 day period, any vested RSUs in respect of which the Participant has not delivered a completed Notice of Acquisition to the Company shall be forfeited and cancelled effective at 5:00 p.m. (Vancouver time) on such 30th day and shall terminate without payment and shall be of no further force or effect from and after such time.

#### **Leave of Absence**

- 4.9 In the event a Participant takes a leave of absence other than an Approved Leave of Absence, all RSUs granted to the Participant under the Plan that have not then vested shall terminate and be null and void, subject to the Board's sole and absolute discretion to determine otherwise and applicable law.

#### **Death of Participant**

- 4.10 Notwithstanding Section 4.2, but subject to any express resolution passed by the Committee, upon the death of a Participant, any RSUs granted to the Participant under the Plan which, as of the date of the death of a Participant have not yet vested, shall immediately vest. Notwithstanding Section 4.2, upon the death of a Participant, any RSUs granted to the Participant under the Plan shall be forfeited and cancelled effective at 5:00 p.m. (Vancouver time) on the first year anniversary of the death of the Participant and shall be terminated without payment and shall be of no further force or effect from and after such time.

#### **Control Change**

- 4.11 (a) In the circumstances where the Company has entered into an agreement relating to, or otherwise becomes aware of, a transaction which, if completed, would result in a Control Change, the Company shall give written notice of the proposed transaction to the Participants, together with a description of the effect of such Control Change on outstanding RSUs. Such notice shall be given not less than ten Business Days prior to the closing of the transaction resulting in the Control Change.
- (b) Notwithstanding anything else in this Plan or any Award Notice, the Committee may, in connection with a Control Change and at its sole option and without the consent of any Participant:
  - (i) take such steps as the Committee considers desirable, taking into account any tax consequences to the extent considered relevant by the Committee, to cause the conversion or exchange of any outstanding RSUs into or for, rights or other securities of substantially equivalent value (or greater value), as determined by the Committee in its discretion, in any entity participating in or resulting from a Control Change;
  - (ii) accelerate the vesting of any or all outstanding RSUs to provide that, notwithstanding Section 4.2 or any Award Notice, such outstanding RSUs shall be fully vested upon (or immediately prior to) the completion of the transaction resulting in the Control Change; or
  - (iii) determine that a Participant who is no longer an Eligible Person as a result of or in anticipation of a Control Change shall continue to be a Participant and Eligible Person for purposes of the Plan, but subject to such terms and conditions, if any, established by the Committee in its sole discretion.
- (c) If, before the Vesting Date with respect to any RSUs granted to the Participant under the Plan, the Participant's service as a Director ceases or as an Employee of the Company or



of a Related Entity is terminated by the Company or the Related Entity (or by the Participant as contemplated below in (i)B) in circumstances where such cessation or termination occurs:

- (i) subsequent to a Control Change and during the Control Change Period and such cessation or termination was:
  - A. for any reason whatsoever other than death or termination for Cause; or
  - B. for Good Reason and the Participant gives notice to the Company to that effect and after thirty days the Company does not cure the act or omission which constitutes Good Reason; or
- (ii) prior to the date on which a Control Change occurs and it is reasonably demonstrated that such termination:
  - A. was at the request of a third party who has taken steps reasonably calculated to effect a Control Change; or
  - B. arose in connection with or anticipation of a Control Change,

then the Award shall immediately vest on the Separation Date and the Payment Amount shall be equal to the number of Common Shares determined on the Separation Date multiplied by the number of RSUs in the Participant's Account, net of applicable withholding tax. Notwithstanding the foregoing provisions of this Section 4.11, the Committee may, in its sole and absolute discretion, provide in the Award Notice evidencing the Award a provision to the effect that this Section 4.11 shall not apply in respect of that Award or shall apply on such modified basis as is expressly set forth in such Award Notice.

#### **Adjustments to Restricted Share Units**

4.12 In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Common Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Company or other distribution of the Company's assets to shareholders (other than the payment of dividends in respect of the Common Shares as contemplated by Section 4.4), the Committee may choose to adjust the Account of each Participant and the RSUs outstanding under the Plan in such manner, if any, as the Committee may in its discretion deem appropriate (taking into account any tax consequences to the extent considered relevant by the Committee) to preserve the Account of each Participant and the RSUs outstanding under the Plan shall be adjusted in such manner, if any, as the Committee may in its discretion deem appropriate to preserve, proportionally, the interests of Participants under the Plan. For greater certainty and notwithstanding any other provision of this Plan, in no event shall a Participant be or become entitled to receive any amount of cash from the Company.

#### **Discretion to Permit Vesting**

4.13 Notwithstanding anything contained in this Article 4, the Committee may, in its sole discretion, subject to such terms and conditions (if any) established by the Committee in its sole discretion, at any time prior to or following the events contemplated therein, permit:

- (a) Persons previously entitled to participate in the Plan to continue to be a Participant for purposes of the Plan;
- (b) the vesting or accelerated vesting of any or all RSUs held by a Participant; and
- (c) the payment of the Payment Amount in respect of such RSUs in the manner and on the terms authorized by the Committee.

### **Common Shares Reserved**

4.14 The maximum number of Common Shares which may be reserved for issuance under the Plan at any time shall be 4,480,784 Common Shares, subject to adjustment under Section 4.12.

### **Limits on Issuances**

4.15 Notwithstanding any other provision of this Plan, but subject to RSU grants approved by the disinterested shareholders of the Company or other requirements of applicable Exchange Policies:

- (a) the aggregate number of Common Shares reserved for issuance under the Plan, together with any other Security Based Compensation Arrangements, for Insiders (as a group) at any point in time may not exceed 10% of the issued and outstanding Common Shares from time to time;
- (b) the maximum number of RSUs that may be granted to Insiders (as a group) under the Plan, together with any other Security Based Compensation Arrangements, within a 12 month period, may not exceed 10% of the issued and outstanding Common Shares, calculated on the Award Date;
- (c) the maximum number of RSUs that may be granted to any one Eligible Person (and companies wholly owned by that Eligible Person) under the Plan, together with any other Security Based Compensation Arrangements, within a 12 month period, may not exceed 5% of the issued and outstanding Common Shares, calculated on the Award Date; and
- (d) the maximum number of RSUs that may be granted to any one Consultant under the Plan, together with any other Security Based Compensation Arrangements, within a 12 month period, may not exceed 2% of the issued and outstanding Common Shares, calculated on the Award Date.

The respective limits set out above may be exceeded: (a) if the Common Shares are listed for trading on the TSX Venture Exchange, on a case-by-case basis, upon the approval of the disinterested shareholders of the Company; or (b) if the Common Shares are not listed for trading on the TSX Venture Exchange, in accordance with the applicable Exchange Policies.

### **Status of Terminated RSUs**

4.16 For purposes of determining the number of Common Shares that remain available for issuance under the Plan, the number of Common Shares underlying any grants of RSUs that are surrendered, forfeited, waived and/or cancelled shall be added back to the Plan and again be available for future grant, whereas the number of Common Shares underlying any grants of RSUs that are issued upon exercise of RSUs shall not be available for future grant.

## **ARTICLE 5 GENERAL**

### **Amendment, Suspension or Termination of Plan**

- 5.1
- (a) The Committee may from time to time amend or suspend the Plan in whole or in part and may at any time terminate the Plan without prior notice. However, any such amendment, suspension or termination shall not adversely affect the RSUs previously granted to a Participant at the time of such amendment, suspension or termination, without the consent of the affected Participant.
  - (b) If the Committee suspends or terminates the Plan, no new RSUs will be credited to the account of a Participant; however, previously credited RSUs shall remain outstanding but shall not be entitled to dividend credits following suspension or termination unless at the



time of suspension or termination the Committee determines that the entitlement to dividend credits during suspension or after termination, as applicable, should be continued.

- (c) The Committee shall not require the consent of any affected Participant in connection with a termination of the Plan in which the vesting of all RSUs held by the Participant are accelerated and the Payment Amount (less Applicable Withholding Amount) is paid to the Participant in respect of all such RSUs.
- (d) The Company will be required to obtain the disinterested shareholder approval for any amendment of the Plan related to:
  - (i) the number or percentage issued and outstanding Common Shares available for grant under the Plan;
  - (ii) a change in method of calculation of redemption of RSUs held by Eligible Persons; and
  - (ii) an extension to the term for redemption of RSUs held by Eligible Persons.
- (e) The Plan will terminate on the date upon which no further RSUs remain outstanding, provided that such termination is confirmed by a resolution of the Committee.

### **Compliance with Laws**

- 5.2 The administration of the Plan shall be subject to and made in conformity with all applicable laws and any regulations of a duly constituted regulatory authority. If any provision of the Plan or any RSU contravenes any law or any policy, order, by-law or regulation of any regulatory body or an Exchange, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

### **Participant's Entitlement**

- 5.3 Except as otherwise provided in this Plan, RSUs previously granted under this Plan, whether or not then vested, are not affected by any change in the relationship between, or ownership of, the Company and a Related Entity. For greater certainty, all RSUs remain valid in accordance with the terms and conditions of this Plan and are not affected by reason only that, at any time, a Related Entity ceases to be a Related Entity.

### **Reorganization of the Company**

- 5.4 The existence of any RSUs shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or to create or issue any bonds, debentures, shares or other securities of the Company or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company, or any amalgamation, combination, merger or consolidation involving the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

### **Costs of Administration**

- 5.5 The Company will be responsible for all costs relating to the administration of the Plan except that the participant shall pay all brokerage fees related to their own brokerage account(s) to which Common Shares are delivered pursuant to Section 4.7.

### **Assignment**

- 5.6 (a) An RSU is personal to the Participant and is non-assignable. No RSU granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of by the Participant, whether voluntarily or by operation of law, otherwise than

by testate succession or the laws of descent and distribution, and any attempt to do so will cause such RSU to be null and void. A vested RSU shall be redeemable only by the Participant and, upon the death of a Participant, the person to whom the rights shall have passed by testate succession or by the laws of descent and distribution may redeem any vested RSUs in accordance with the provisions of Article 4.

- (b) Rights and obligations under the Plan may be assigned by the Company (without the consent of Participants) to a successor in the business of the Company, any Company resulting from any amalgamation, reorganization, combination, merger or arrangement of the Company, or any corporation acquiring all or substantially all of the assets or business of the Company.

### **No Shareholder Rights**

- 5.7 Under no circumstances shall RSUs be considered Common Shares or other securities of the Company, nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares or other securities of the Company, nor shall any Participant be considered the owner of Common Shares by virtue of the Award of RSUs.

### **Participation is Voluntary; No Additional Rights**

- 5.8 The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or service nor a commitment on the part of the Company to ensure the continued employment or service of such Participant. Nothing in this Plan shall be construed to provide the Participant with any rights whatsoever to participate or to continue participation in this Plan, or to compensation or damages in lieu of participation, whether upon termination of the Participant's employment or service or otherwise. The Company does not assume responsibility for the personal income tax liability or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

### **Market Fluctuations**

- 5.9 No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of Common Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. For greater certainty and notwithstanding any other provision of this Plan, a Participant will in no event be or become entitled to receive any amount of cash from the Company in respect of participation in this Plan. The Company makes no representations or warranties to Participants with respect to the Plan or the Common Shares whatsoever. In seeking the benefits of participation in the Plan, a Participant agrees to accept all risks associated with a decline in the market price of Common Shares.

### **Participant Information**

- 5.10 Each Participant shall provide the Company with all information (including personal information) required by the Company in order to administer to the Plan. Each Participant acknowledges that information required by the Company in order to administer the Plan may be disclosed to any custodian in respect of the Plan and any other third parties in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Company to make such disclosure on the Participant's behalf.

### **Indemnification**

- 5.11 Every director of the Company will at all times be indemnified and saved harmless by the Company from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, that such director may sustain or incur by reason of any

action, suit or proceeding, taken or threatened against the director, otherwise than by the Company, for or in respect of any act done or omitted by the director in respect of this Plan, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgment rendered therein.

**Governing Law**

- 5.12 The Plan shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to principles of conflict of laws.

**SCHEDULE "A"**  
**RESTRICTED SHARE UNIT PLAN**  
**FORM OF AWARD NOTICE**

To:    **[Name]**  
          **[Position]**

Planet Ventures Inc. (the "**Company**") hereby grants the following to you in accordance with and subject to the terms, conditions and restrictions of this award notice together with the provisions of the Restricted Share Unit Plan of the Company (the "**Plan**") dated **[insert date]**:

<u>Date of Grant:</u>	<u><b>[insert date]</b></u>
<u>Number of RSUs Awarded:</u>	<u><b>[insert number]</b></u>
<u>RSU Term/Expiry Time:</u>	<u><b>[insert time, not exceeding 10 years from award date]</b></u>
<u>Performance Criteria (if any):</u>	<u><b>[insert criteria or reference any attached schedule]</b></u>

Subject to any acceleration in vesting as provided in the Plan and approved by the Board of Directors, the RSUs granted in this award vest as follows:

<u><b>% of RSUs Which Vest</b></u>	<u><b># of RSUs Which Vest</b></u>	<u><b>Vesting Date</b></u>
<b>[insert]%</b>	<b>[insert]</b>	<b>[insert]</b>
<b>[insert]%</b>	<b>[insert]</b>	<b>[insert]</b>
<b>[insert]%</b>	<b>[insert]</b>	<b>[insert]</b>

In order to receive Common Shares representing your Award, complete and deliver a Notice of Acquisition in accordance with the terms of the Plan prior to the Expiry Time or earlier, as required or permitted under the Plan, together with a certified cheque or bank draft payable to the Company for the Applicable Withholding Amount as determined by the Company.

The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Award Notice and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.

**PLANET VENTURES INC.**

By: \_\_\_\_\_  
      Authorized Signatory

**SCHEDULE "B"**  
**RESTRICTED SHARE UNIT PLAN**  
**FORM OF NOTICE OF ACQUISITION**

To: Planet Ventures Inc. (the "Company")

From: \_\_\_\_\_

Please be advised that effective \_\_\_\_\_, I wish to exercise my Award to acquire \_\_\_\_\_ Common Shares of the Company in accordance with the terms of the Award Notice dated \_\_\_\_\_ and the Restricted Share Unit Plan of the Company (the "Plan"). Additionally, I enclose a certified cheque or bank draft in payment of \$\_\_\_\_\_ in respect of an amount equal to the Applicable Withholding Amount for such acquisition of Common Shares.

The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Notice of Acquisition and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.

Dated \_\_\_\_\_

Please issue \_\_\_\_\_ Common Shares registered as follows:

\_\_\_\_\_  
(No. of certificates) \_\_\_\_\_ (No. of Common Shares) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Cheque attached

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)