

N E T W O R K

Media Group Inc.

207 – 1525 West 8th Avenue, Vancouver, BC V6J 1T5
Tel: (604) 739-8825 /Fax: (604) 909-2895

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting (the “**Meeting**”) of **NETWORK MEDIA GROUP INC.** (the “**Company**”) will be held at Suite 1100 – 1111 Melville Street, Vancouver, British Columbia Canada V6E 3V6, on **Friday, December 16, 2022, at 10:00 a.m.** (Vancouver time) for the following purposes:

1. To table the audited consolidated financial statements of the Company for its financial year ended November 30, 2021, together with the report of the auditor thereon and the related management’s discussion and analysis;
2. To fix the number of directors to be elected at six (6);
3. To elect directors of the Company;
4. To appoint Baker Tilly WM LLP, Chartered Professional Accountants, as auditors of the Company for the ensuing year;
5. To consider, and if thought fit, pass an ordinary resolution to approve the amendments to the Company’s fixed number Share Option Plan, as more particularly described in the accompanying information circular; and
6. To transact such further or other business as may properly come before the Meeting or any adjournment thereof.

An Information Circular accompanies this Notice. The Information Circular contains details of matters to be considered at the Meeting. No other matters are contemplated, however any permitted amendment to or variation of any matter identified in this Notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such other business as may properly come before the Meeting or any adjournment thereof.

The Company’s audited financial statements for the financial year ended November 30, 2021, the report of the auditor, and related management discussion and analysis thereon will be made available at the Meeting and are available on www.sedar.com.

Registered shareholders who are unable to attend the Meeting in person and who wish to ensure that their shares will be voted at the Meeting are requested to complete, date and sign the enclosed form of proxy, or another suitable form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Information Circular.

Non-registered shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy or voting instruction form to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account you are not a registered shareholder.

NOTE OF CAUTION concerning COVID-19 Outbreak

At the date of this Notice and accompanying Management Proxy Circular it is the intention of the Company to hold the Meeting at the location stated above in this Notice. However, due to the current coronavirus (COVID-19) outbreak (“**COVID-19**”), to mitigate risk to the health and safety of our communities, shareholders and employees, the Company requests that shareholders **not** attend the Meeting in person. No management presentation will be made at the Meeting.

Those shareholders who do wish to attend the Meeting in person, should carefully consider and follow the instructions of the federal Public Health Agency of Canada available at: <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>. We ask that shareholders also review and follow the instructions of any regional health authorities of the Province of British Columbia, including the Vancouver Coastal Health Authority, the Fraser Health Authority and any other health authority holding jurisdiction over the areas you must travel through to attend the Meeting. Do not attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if you or someone with whom you have been in close contact has travelled to/from outside of Canada within the 14 days immediately prior to the Meeting. All shareholders are strongly encouraged to vote by submitting their completed form of

proxy (or voting instruction form) prior to the Meeting by one of the means described in the Information Circular accompanying this Notice.

The Company encourages shareholders to instead vote their shares in advance of the Meeting via mail, facsimile or online.

The Company reserves the right to take any additional pre-cautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak, including: (i) holding the Meeting virtually or by providing a webcast of the Meeting; (ii) hosting the Meeting solely by means of remote communication; (iii) changing the Meeting date and/or changing the means of holding the Meeting; (iv) denying access to persons who exhibit cold or flu-like symptoms, or who have, or have been in close contact with someone who has, travelled to/from outside of Canada within the 14 days immediately prior to the Meeting; and (v) such other measures as may be recommended by public health authorities in connection with gatherings of persons such as the Meeting. Should any such changes to the Meeting format occur, the Company will announce any and all of these changes by way of news release, which will be filed under the Company's profile on SEDAR. In the event of any changes to the Meeting format due to the COVID-19 outbreak, the Company will not prepare or mail amended Meeting Proxy Materials.

DATED at Vancouver, British Columbia Canada, November 1, 2022.

BY ORDER OF THE BOARD

(signed) *"Derik A. Murray"*

Derik A. Murray
Chief Executive Officer

NETWORK

Media Group Inc.

207 – 1525 West 8th Avenue, Vancouver, BC V6J 1T5

Tel: (604) 739-8825 / Fax: (604) 909-2895

INFORMATION CIRCULAR

as at November 1, 2022 (except as otherwise indicated)

This Information Circular is furnished in connection with the solicitation of proxies by the management of NETWORK MEDIA GROUP INC. (the “Company”) for use at the annual general and special meeting (the “Meeting”) of its shareholders (“Shareholders”) to be held on December 16, 2022, at the time and place and for the purposes set forth in the accompanying notice of the Meeting.

The information contained in this Information Circular (the “Circular”) is given as at November 1, 2022 (the “Record Date”), except where otherwise noted. No person has been authorized to give any information or to make any representation in connection with the matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Company. This Circular does not constitute the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation. Information contained in this Circular should not be construed as legal, tax or financial advice and shareholders are urged to consult their own profession advisors in connection therewith.

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) complete, date and sign the Proxy and return it to the Company's transfer agent, Computershare Investor Services Inc. ("**Computershare**"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand delivery at 3rd 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. 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 (an "**intermediary**"). In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

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

There are two kinds of Beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" or Non-Objecting Beneficial Owners).

The Company is taking advantage of the provisions of National Instrument 54-101 "Communication with Beneficial Owners of Securities of a Reporting Issuer" that permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form ("**VIF**") from our transfer agent, Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone voting and internet voting as described on the VIF itself which contain complete instructions. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive.

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

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

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their 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 the United States and in Canada. Broadridge mails 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, you should insert the name of the desired representative (which may be yourself) 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 the voting of Common Shares to be represented at the Meeting and the appointment of any shareholder's representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted at the Meeting or to have an alternate representative duly appointed to attend the Meeting and to vote your Common Shares at the Meeting.**

Notice to United States Shareholders

The solicitation of proxies involves 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. The enforcement by shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia), all of its directors and its executive officers are residents of Canada and a significant portion of its assets and the assets of such persons are located outside the United States. Shareholders may not have standing to bring a claim against a foreign corporation or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign corporation and its officers and directors to subject themselves to a judgment by a United States court.

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 (a) 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 at 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 IN MATTERS TO BE ACTED UPON

To the best of our knowledge, except as otherwise disclosed herein, 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 end 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, and the Company's share compensation plan as set out herein.

VOTING SHARES AND PRINCIPAL HOLDERS OF VOTING SHARES

The Company has an unlimited number of authorized common shares with no par value and an unlimited number of authorized preferred shares with no par value. The Company's common shares are listed on the TSX Venture Exchange ("TSX Venture") under stock symbol "NTE" and under OTCQB under "NETWF". The board of directors (the "Board") of the Company has fixed November 1, 2022, 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. As of Record Date, the Company had **89,123,537** issued and outstanding Common Shares.

To the knowledge of the Company's directors and executive officers, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Company.

FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company for the fiscal year ended November 30, 2021, with the auditor's report thereon, and related management discussion and analysis, will be tabled at the Meeting and will be available at the Meeting. These documents are also available under the Company's profile on SEDAR at www.sedar.com.

No approval or other action needs to be taken at the Meeting in respect of these documents.

ELECTION OF DIRECTORS

There are currently six (6) directors of the Company, and all six (6) directors are being put forward by management of the Company for re-election at the Meeting. Shareholders are being asked to fix the number of directors at SIX (6).

A simple majority of affirmative votes cast at the Meeting is required to pass the resolutions described herein. If there are more nominees for election as directors or appointment of the Company's auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled, all such nominees will be declared elected or appointed by acclamation.

The term of office of each of the nominees proposed for election as a director will expire at the Meeting, and each of them, if elected, will serve until the close of the next annual general meeting, unless he or she resigns or otherwise vacates office before that time.

The Company's management recommends the Shareholders vote in favour of the resolution fixing the number of directors at SIX (6). Unless given instructions to the contrary, the management proxyholders intend to vote FOR the resolution fixing the number of directors at SIX (6).

The following disclosure sets out the names of management's six (6) nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five (5) preceding years, the period of time during which each 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 Record Date, November 1, 2022.

Name, Province or State and Country of Residence of Nominee	Present Principal Occupation, Business or Employment ⁽¹⁾	Director Since	Common Shares Held ⁽²⁾
ALI PEJMAN ⁽³⁾ <i>Chairman and Director</i> British Columbia, Canada	Managing Partner at Fort Capital Partners, investment bank specializing in mergers and acquisitions and equity capital markets	October 22, 2019	2,889,333 ⁽⁴⁾

Name, Province or State and Country of Residence of Nominee	Present Principal Occupation, Business or Employment⁽¹⁾	Director Since	Common Shares Held⁽²⁾
DERIK A MURRAY <i>Chief Executive Officer and Director</i> British Columbia, Canada	Chief Executive Officer (Network Media Group Inc.)	December 29, 2011	8,360,733
PAUL GERTZ <i>President, Chief Operating Officer and Director</i> British Columbia, Canada	President, Chief Operating Officer (Network Media Group Inc.)	December 29, 2011	3,802,160
STEVEN KOTLOWITZ⁽³⁾ <i>Director</i> California, United States	Consultant / Business advisor	March 20, 2012	10,000
DR. GREG ZESCHUK <i>Director</i> Alberta, Canada	Director (Biba Ventures, Zeros 2 Heroes)	December 4, 2013	3,107,142 ⁽⁵⁾
TIM GAMBLE⁽³⁾ <i>Director</i> British Columbia, Canada	Consultant / Business advisor	September 27, 2021	1,000,000

Notes:

- (1) Includes occupations for preceding five years unless the director was elected at the previous annual general meeting and was shown as a nominee for election as a director in the information circular for that meeting.
- (2) The approximate number of Common Shares of the Company carrying the right to vote in all circumstances beneficially owned, or over which control or direction, directly or indirectly, is exercised by each proposed nominee as of November 1, 2021. This information is not within the knowledge of the management of the Company and has been furnished by the respective individuals, or has been extracted from the register of shareholdings maintained by the Company's transfer agent or from insider reports filed by the individuals and available through the internet at www.sedi.ca.
- (3) Member of the Audit Committee.
- (4) These shares are held by Bullheart Capital Inc., a company wholly owned by Ali Pejman.
- (5) 1124005 Alberta Ltd., a company wholly owned by Dr. Zeschuk, owns 2,857,142 of these shares.

The following are brief profiles of the nominees:

Ali Pejman - *Chairman, Director*

Ali Pejman is a Fellow of the Chartered Professional Accountants (FCPA) and holds a Bachelor of Commerce from the University of British Columbia. Mr. Pejman is currently Managing Partner at Fort Capital Partners, an investment bank specializing in mergers and acquisitions, and equity capital markets. During his 20 plus year career as an Investment Banker, he has led the teams that raised over \$3 billion in equity transactions and advised on \$22 billion in M&A. He is also an active member of the community including Chair Major Gifts, VGH & UBC Foundation and was prior Chair Audit, Metro Vancouver Transit Police, and Advisor, TSX Venture National Advisory Committee.

Derik Murray – *Founder, CEO, Director*

Derik Murray, the founder and creative force behind Network Entertainment, first found his way to film through another artistic medium: photography. As a highly sought-after advertising photographer and television commercial director, Derik built a reputation early in his career for delivering award-winning, captivating work. He parlayed those skills for visual storytelling and launched a boutique publishing and packaging studio focused on global icons, and produced exclusively large-format pictorial books. His roster of titles – distributed globally – included *Muhammad Ali: In Perspective*, *Arnold Palmer: A Personal Journey*, *Joe Montana*, *Wayne Gretzky*, and several books on the Hockey Hall of Fame and its roster of legendary players.

These publishing projects inspired and motivated the creation and production of Derik's first television production that he produced and directed, transforming his book Hockey Hall of Fame Legends into a documentary series. The production was a historic success in Canada, earning Derik the moniker the 'Ken Burns of Canada,' alongside The Hockey News declaring him as one of the game's 'Top 100 People of Power and Influence.' Broadcasts on TSN and ESPN, a radio series and an exhibit at the Hockey Hall of Fame would follow. From there, Derik established Network Entertainment and turned his focus and vision exclusively to premium documentary film and television production.

With multiple series and films under his belt, Derik focused his attention on establishing Network as a creator of superior quality global content. The first stake in the ground was *Facing Ali*, a feature documentary on Muhammad Ali. The film was financed by Lionsgate Entertainment and was shortlisted for an Academy Award in 2010. Leveraging the success of *Facing Ali* on the global stage, Derik architected a robust slate of premium documentary content, including the award winning *I AM* series of feature documentaries, currently at 14 films and counting. Derik's ever-growing body of work boasts collaborations with revered pop culture icons, including legendary fashion designer John Varvatos and punk pioneer Iggy Pop on the four-part *PUNK* series, and Executive Producer and host Robert Downey Jr. on the eight-part *The Age of A.I.* series.

Derik's work has been recognized by leading awards shows including the Oscars, the Emmys, and the Realscreen Awards, his films have screened at the most prestigious film festivals including TIFF, Tribeca and SXSW, and his projects generate high-profile broadcast media attention from *Good Morning America* to *The Today Show*, to articles in *The New York Times*, *Vanity Fair*, *Forbes*, *Washington Post*, and *Rolling Stone*, and numerous *People* magazine covers.

Paul Gertz – President, Director

After simultaneously earning his M.B.A. and law degree at USC, Paul Gertz began his career in business affairs at leading animation studio Ruby-Spears, before being recruited by George Lucas to be the Director of Business Affairs for Lucasfilm Ltd. in Northern California. At Lucasfilm, Paul was responsible for the business affairs of Industrial Light & Magic, Skywalker Sound, THX and Lucas Licensing & Merchandising, and was also the production lawyer on the films *Tucker*, *Willow*, and *Indiana Jones and the Temple of Doom*.

Paul subsequently returned to Los Angeles to become the Senior VP of Production at famed animation studio Hanna-Barbera, where he produced the feature films *Once Upon A Forest*, *The Pagemaster*, and *Cats Don't Dance* (which was awarded an Annie for Best Picture), as well as 20th Century Fox's \$85 million animated science fiction fantasy *Titan A.E.* Paul then turned his hand to writing, and was named the Executive Producer and Head Writer of a science fiction series created by the legendary *Star Trek* creator Gene Roddenberry, entitled *Earth Final Conflict*. As Executive Producer and Head Writer, Paul wrote the majority of the 22 episodes in the first year and served as showrunner for all 110 episodes of the series' run. The Emmy-nominated series finished the season as the #1 new show in first run syndication, and Paul led the \$1.1 million per episode production for five full seasons. Additional writing credits include *Through the Moebius Strip*, a CGI animated film based on the designs of the renowned artist Moebius (*Star Wars* and *Alien*), and David E. Kelley's Emmy Award-winning legal series *The Practice*.

Upon moving his family to Vancouver, Paul was appointed the EVP of acclaimed Rainmaker Animation studios, where he executive produced several films based on Mattel's Barbie and Max Steel brands. Since joining forces with Network Entertainment to produce high-quality unscripted productions for international television and theatrical distribution, Paul has executive produced all of the company's productions, including the Academy Award shortlisted theatrical documentary *Facing Ali*, the *I AM* series of feature documentaries for Paramount Network, and a host of high profile features and series featuring A-list talent including Robert Downey Jr., Oprah Winfrey, and Iggy Pop, among many others.

Steven Kotlowitz – Director

Mr. Kotlowitz was, for 23 years, the COO of The Sports Corporation, one of the premiere agencies representing NHL hockey players, during which time Mr. Kotlowitz represented his clients for both on- and off-ice activities, including endorsements and other licensing and promotional opportunities. Before joining The Sports Corporation in 1997, Mr. Kotlowitz was senior vice president, administration and business affairs for Los Angeles based International Creative Management, Inc. (ICM), a leading Hollywood talent and literary agency. His responsibilities at ICM included administrative oversight of all company divisions including: motion pictures, television, commercials, corporate advisory services, sports, voice-overs, and new

media. He also supervised all human resources activities. Prior to joining ICM, Mr. Kotlowitz worked for four and a half years at Paramount Pictures Corporation where he was senior attorney in the Motion Picture and Merchandising Division. Before entering the entertainment business, he spent a year working with Cesar Chavez and the United Farm Workers at the law firm of Gould and Sayre. Mr. Kotlowitz founded the Entertainment and Sports Law Society at Pepperdine University, School of Law.

Dr. Greg Zeschuk - Director

Dr. Zeschuk is one of the gaming industry's most accomplished innovators and entrepreneurs, having co-founded BioWare Corp, an internationally respected and award-winning video game developer, where he worked for more than 17 years in various leadership roles including President, Co-CEO, and General Manager. After BioWare's acquisition by Electronic Arts, the leading videogame company in the world, Dr. Zeschuk served as a Vice President at EA for five years before leaving the company in 2012. In recognition of his groundbreaking achievements, Dr. Zeschuk has been inducted into the Academy of Interactive Arts & Sciences Hall of Fame, and received the Game Developer's Choice Awards Lifetime Achievement Award, the two most prestigious awards possible in the field of gaming.

Tim Gamble - Director

Tim Gamble was Co-Founder and former CEO of Thunderbird Entertainment Group, where he was instrumental in the acquisitions of both Great Pacific Media and Atomic Cartoons. Mr. Gamble played a key role in IP acquisitions including *Blade Runner 2049* and The Beatles-inspired animation series where he served as Executive Producer. Mr. Gamble oversaw business operations, with a particular focus on corporate finance and strategic alliances, as well as Executive Production services of feature films and television series.

Each of the nominees has agreed to stand for election and management of the Company is not aware of any intention of any of them not to do so. If, however, one or more of them should become unable to stand for election, it is likely that one or more other persons would be nominated at the Meeting for election and, in that event, the persons designated in the form of proxy will vote in their discretion for a substitute nominee.

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

Penalties and Sanctions

To the knowledge of management of the Company, no proposed director of the Company has been subject to:

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

Corporate Cease Trade Orders or Bankruptcies

To the knowledge of management of the Company, no proposed director of the Company is, or within the ten years before the date of this Circular has been, a director, chief executive officer or chief financial officer of any other issuer that:

- a. was subject to a cease trade or similar order that denied the other issuer access to any exemptions under Canadian securities legislation that lasted for a period of more than 30 consecutive days (an “**order**”) that was issued while the proposed director herein was acting in the capacity as director, chief executive officer or chief financial officer; or
- b. was subject to an order that denied the relevant issuer access to any exemption under securities legislation that lasted for a period of more than 30 consecutive days that was issued after the proposed director herein ceased to be a director, chief executive or chief financial officer and which resulted from an event that occurred while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies and Insolvencies

To the knowledge of management of the Company, no proposed director of the Company:

- a. is, as at the date of this Circular, or has been within ten years before the date of the Circular, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- b. has, within ten years before the date of this Circular, been declared 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.

Advance Notice of Director Nominations by Shareholders

At the Company’s annual general and special meeting held on May 9, 2014, the shareholders of the Company approved the alteration of the Company’s articles for the purpose of adopting 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 of directors of the Company are made by shareholders of the Company other than pursuant to (i) a requisition of a meeting made pursuant to the provisions of the *Business Corporations Act* (British Columbia) (“**BCA**”) or (ii) a shareholder proposal made pursuant to the provisions of the *BCA*.

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.

The Company did not receive notice of a nomination in compliance with the Advance Notice Provision, and as such, any nominations other than nominations by or at the direction of the Board or an authorized officer of the Company will be disregarded at the Meeting.

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

Baker Tilly WM LLP, Chartered Professional Accountants, of Suite 900, 400 Burrard Street, Vancouver, British Columbia, Canada V6C 3B7, will be nominated at the Meeting for reappointment as auditor of the Company. Baker Tilly WM LLP, Chartered Professional Accountants, has been auditor of the Company since February 25, 2014.

The Company's management recommends the Shareholders vote in favour of the appointment of Baker Tilly WM LLP as auditor of the Company for the ensuing year. Unless given instructions to the contrary, the management proxyholders intend to vote FOR the appointment of Baker Tilly WM LLP as auditor of the Company until the close of its next annual general meeting.

FIXED SHARE OPTION PLAN

The fixed share option plan ("**Option Plan**") of the Company was last approved by the Shareholders on December 15, 2021, whereby a maximum of 17,000,000 Shares may be reserved for issuance pursuant to the exercise of options.

The purpose of the Option Plan is to provide directors, officers, key employees and contractors, and certain other persons who provide services to the Company and any subsidiaries with an opportunity to purchase Common Shares of the Company and benefit from any appreciation in the value of the Company's Common Shares. This will provide an increased incentive for these individuals to contribute to the future success and prosperity of the Company, thus enhancing the value of the Common Shares for the benefit of all Shareholders and increasing the ability of the Company and its subsidiaries to attract and retain skilled and motivated individuals in the services of the Company.

Effective November 24, 2021, the TSXV adopted a new Policy 4.4, Security Based Compensation ("**Policy 4.4**") which requires the Option Plan to be amended. On October 11, 2022, in advance of seeking shareholder approval at the Meeting, the Board approved some amendments to the Option Plan to comply with Policy 4.4 (the "**Amended and Restated Option Plan**").

A copy of the Amended and Restated Option Plan containing the amendments is attached to this Circular as Schedule "B" and filed together with the Meeting proxy materials under the Company's profile on SEDAR at www.sedar.com. A copy of the Amended and Restated Option Plan will also be available for inspection at the Meeting.

The Option Plan was amended as follows:

- Under Article 4 – Terms and Conditions of Options, section 4.6 was added that reads:
 - "The Company will also obtain Disinterested Shareholder Approval of any decrease in Exercise Price of or extensions to individuals that are Insiders at the time of the proposed amendment."
- As well, under section 4.14(g) wording was added that reads:
 - "any adjustment to stock options granted (except in relation to a consolidation or share split) is subject to the prior acceptance of the TSX Venture; and"

All other terms of the Option Plan remain the same.

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to approve the following ordinary resolution to ratify, confirm and approve the amendments to the Option Plan, without or without variation, as follows:

"BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the Amended and Restated Option Plan, as amended by the Company's board of directors and described in the information circular dated November 1, 2022, which provides for the fixed option plan to be amended as required by Policy 4.4, is hereby authorized and approved;
2. the Board be authorized on behalf of the Company to make any further amendments to the Amended and Restated Option Plan as may be required by regulatory authorities, without further approval of the shareholders, in order to ensure adoption of the Amended and Restated Option Plan; and
3. the approval of the Amended and Restated Option Plan by the Board is hereby ratified and confirmed and any officer or director of the Company be and is hereby authorized for and on behalf of the Company to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individuals' discretion for the purpose of giving effect to this resolution, the

execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

In accordance with policies of TSX Venture Exchange ("TSXV"), the resolution to approve the amendment to the Fixed Share Option Plan (the "**Option Plan Resolution**") must be approved by a simple majority of the votes cast at the Meeting and by a majority vote of the disinterested shareholders of the Company.

Proxies received in favour of management will be voted IN FAVOUR of the Option Plan Resolution unless the Shareholder has specified in the Proxy that his or her Shares are to be voted against such resolution.

A copy of the Option Plan is available for inspection at the Meeting, and a copy of the Option Plan is posted, together with the Information Circular, under the Company's SEDAR profile at www.sedar.com.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 "Audit Committees" ("**NI 52-110**") requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor. Such disclosure is set forth below.

The Audit Committee's Charter

The Audit Committee has a charter, which was adopted by the Board on July 4, 2011. A copy of the Audit Committee Charter is attached hereto as Schedule "A" to this Information Circular.

Composition of the Audit Committee

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment.

NI 52-110 provides that an individual is "financially literate" if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

The current members of the Audit Committee are Tim Gamble (Chair), Steven Kotlowitz and Ali Pejman.

A member of the Audit Committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the opinion of the Company's Board, reasonably interfere with the exercise of the member's independent judgment. Neither Mr. Kotlowitz nor Mr. Gamble are executive officers of the Company and are independent members of the Audit Committee. Mr. Pejman is the Chairman of the Board of Directors and is non-independent.

All members of the audit committee are considered to be financially literate (see disclosure below). All of the Audit Committee members have the ability to read and understand financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

Relevant Education and Experience

The relevant education and experience of the Audit Committee members includes:

- **Tim Gamble (Chairman)** was a co-founder and former CEO of Thunderbird Entertainment, a TSX Venture Exchange publicly traded company. Mr. Gamble oversaw all business operations, with a particular focus on corporate finance and strategic alliances.
- **Ali Pejman** is currently Managing Partner at Fort Capital Partners, an investment bank specializing in mergers and acquisitions, and equity capital markets. During his 20-year career as an Investment Banker, he has led teams that raised over \$3 billion in Equity Transactions and advised on \$22 billion in M&A. Mr. Pejman is a Fellow of the Chartered Professional Accountants (FCPA) and holds a Bachelor of Commerce from the University of British Columbia.

- **Steven Kotlowitz** was, for 23 years, COO of The Sports Corporation, an elite sports agency representing NHL hockey players, located in Edmonton, Alberta, from 1997 until 2020. Mr. Kotlowitz graduated with honours from UCLA in 1979, with a major in sociology. He received his JD from Pepperdine University School of Law in 1983, where he founded the Entertainment and Sports Law Society.

Audit Committee Oversight

The Audit Committee is responsible for the oversight of financial reporting, internal controls and public disclosure documents. The Audit Committee also recommends the appointment of the external auditors, reviews the annual audit plan and auditor compensation, approves non-audit services provided by the external auditor and evaluates the risk management procedures and systems. The Audit Committee has not made any recommendations to the Board to nominate or compensate any external auditor other than Baker Tilly WM LLP, Chartered Accountants.

Reliance on Certain Exemptions

The Company’s auditor, Baker Tilly WM LLP, Chartered Professional Accountants, has not provided any material non-audit services for financial year ended November 30, 2021.

At no time since the commencement of the Company’s most recently completed financial year ended November 30, 2021, has the Company relied on the exemption in Section 2.4 of National Instrument 52-110 - Audit Committees (*De Minimis* Non-audit Services), or an exemption from National Instrument 52-110, in whole or in part, granted under Part 8 of National Instrument 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee Charter. Baker Tilly WM LLP, Chartered Professional Accountants, the Company’s auditors, have not provided any material non-audit services.

External Auditor Service Fees

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

Nature of Services	Fiscal Year Ended November 30, 2021	Fiscal Year Ended November 30, 2020
Audit Fees ⁽¹⁾	\$70,162	\$66,381
Audit-Related Fees ⁽²⁾	NIL	\$20,500
Tax Fees ⁽³⁾	\$4,154	\$4,869
All Other Fees ⁽⁴⁾	\$28,880	\$46,000

Notes:

- (1) Audit Fees consist of fees for the audit of the Company’s annual financial statements or services that are normally provided in connection with statutory and regulatory filings or engagements.
- (2) Audit-Related Fees consist of fees for related services that are reasonably related to the performance of the audit or the review of the Company’s financial statements and are not reported as Audit Fees. These audit-related services may include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by statute or regulation.
- (3) Tax Fees consist of fees paid to the auditors for tax services not included as part of Audit Fees or Audit-Related Fees, which may include fees for tax compliance, tax planning and tax advice, 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 consist of all other non-audit services.

Exemption

The Company is an “Issuer” pursuant to relevant securities legislation. The Company is relying on the exemption in Section 6.1 of National Instrument 52-110 - *Audit Committees*, from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of National Instrument 52-110.

CORPORATE GOVERNANCE

The Board believes that good corporate governance improves corporate performance and benefits all shareholders. National Policy 58-201 - *Corporate Governance Guidelines* provides non-prescriptive guidelines on corporate governance practices for reporting companies such as the Company. In addition, National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“NI 58-101”) prescribes certain disclosure by the Company of its corporate governance practices. This disclosure is presented below.

Composition of the Board of Directors

Directors are considered 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 Company’s Board of Directors, be reasonably expected to interfere with the exercise of a director’s independent judgment.

The independent members of the Board are Steven Kotlowitz, Dr. Greg Zeschuk and Tim Gamble.

The non-independent directors (and the reason they are not independent) are: Ali Pejman (Chairman of the board of directors of the Company), Derik A. Murray (CEO of the Company) and Paul Gertz (President and COO of the Company).

The Board ensures the independent directors are regularly given an opportunity for in camera sessions with only those independent directors present.

Directorships

The following table sets forth the directors of the Company who are directors of other reporting issuers as at the date of this Circular:

Name	Name of other reporting issuer
Ali Pejman	Dominus Acquisitions Corp. <i>TSX Venture Exchange</i>

Compensation

The entire Board will carry out the oversight function of director and named officer compensation. The Company did not retain any compensation consultants during the financial year ended November 30, 2021.

Orientation and Continuing Education

The Board addresses the orientation of new directors on a case-by-case basis. Each new director brings a different skill set and professional background, and with this information, the Board can determine what orientation to the nature and operations of the Company’s business will be necessary and relevant to each new director. New directors are provided with copies of the most current strategic plans, budgets, forecasts and other internal documents. New directors are provided the opportunity to also meet individually with members of management of the Company to become better informed as to the nature and status of operations of the various underlying production entities.

The Board encourages open discussion at all meetings, which encourages learning by the 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 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.

As of the date hereof, the Company is not aware of any existing or potential conflicts of interests between the Company and any of its directors. If a conflict of interest arises at a meeting of the Board, any director in a conflict will disclose his or her interest and abstain from voting on such matter. In determining whether or not the Company will participate in any project or opportunity, the directors will primarily consider the degree of risk to which the Company may be exposed and its financial position at that time. All conflicts of interest, if any, are subject to the procedures and remedies provided under the *Business Corporations Act* (British Columbia).

Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole. However, if there is a change in the number of directors required by the Company, this policy will be reviewed.

The Board as a whole will identify new candidates by taking into consideration such factors as it deems appropriate, including judgment, skill, diversity, experience with businesses and other organizations of comparable size and the need for particular experience on the Board. The Board will also determine whether a particular candidate is "unrelated" or "independent" under applicable securities laws and applicable stock exchange rules.

Other Board Committees

The Board of directors does not currently have any other committees other than the Audit Committee.

Assessments

The Board monitors, on an ongoing basis, the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and the Audit Committee.

STATEMENT OF EXECUTIVE COMPENSATION

For the purposes of the below disclosure:

"Company" means Network Media Group Inc.;

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

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

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

"plan" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

"underlying securities" means any securities issuable on conversion, exchange or exercise of compensation securities.

For the purposes of this section, and in accordance with the foregoing definition:

During the financial year ended November 30, 2021, the NEOs of the Company were: Derik Murray (CEO), Paul Gertz (President, Chief Operating Officer) and Darren Battersby (CFO). The directors of the Company who were not NEOs during financial year ended November 30, 2021, were Steven Kotlowitz, Dr. Greg Zeschuk, Michael McIsaac and Ali Pejman.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

Table of Compensation – Director and NEO Compensation, Excluding Compensation Securities

The following table provides a summary of compensation paid, directly or indirectly, by the Company or a subsidiary of the Company, to each director and Named Executive Officer for the two most recently completed financial years of the Company ended November 30, 2021, and November 30, 2020.

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Derik A. Murray <i>CEO & Director</i>	2021	269,200	Nil	Nil	Nil	33,224 ⁽¹⁾	302,424
	2020	268,200	Nil	Nil	Nil	18,676 ⁽²⁾	286,876
Darren Battersby <i>CFO</i>	2021	159,200	Nil	Nil	Nil	17,694 ⁽¹⁾	176,894
	2020	158,400	Nil	Nil	Nil	7,839 ⁽²⁾	166,239
Paul Gertz <i>President, COO & Director</i>	2021	225,000	Nil	Nil	Nil	26,847 ⁽¹⁾	251,847
	2020	225,000	Nil	Nil	Nil	12,758 ⁽²⁾	237,758
Ali Pejman ⁽³⁾ <i>Chairman, Director</i>	2021	Nil	Nil	Nil	Nil	84,062 ⁽¹⁾	84,062
	2020	N/A	N/A	N/A	N/A	103,336 ⁽²⁾	103,336
Steven Kotlowitz <i>Director</i>	2021	Nil	Nil	Nil	Nil	11,124 ⁽¹⁾	11,124
	2020	Nil	Nil	Nil	Nil	4,704 ⁽²⁾	4,704
Dr. Greg Zeschuk <i>Director</i>	2021	Nil	Nil	Nil	Nil	11,124 ⁽¹⁾	11,124
	2020	Nil	Nil	Nil	Nil	4,704 ⁽²⁾	4,704
Michael McIsaac ⁽³⁾ <i>Director</i>	2021	Nil	Nil	Nil	Nil	Nil ⁽¹⁾	Nil
	2020	Nil	Nil	Nil	Nil	12,610 ⁽²⁾	12,610
Tim Gamble ⁽⁴⁾ <i>Director</i>	2021	Nil	Nil	Nil	Nil	129,016 ⁽¹⁾	129,016
	2020	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

- ⁽¹⁾ This amount represents the fair value of incentive stock options granted during the year ended November 30, 2021, and was estimated at the grant date using the Black-Scholes option pricing model in accordance with the Company's accounting policies with the following assumptions: Expected life 4.9 years; Expected annual volatility 114%; Expected dividend yield 0%; Risk-free interest rate 0.90%. These values do not represent actual amounts received by the optionees as the gain, if any, will depend on the market value of the shares on the date that the stock option is exercised.
- ⁽²⁾ This amount represents the fair value of incentive stock options granted during the year ended November 30, 2020 and was estimated at the grant date using the Black-Scholes option pricing model in accordance with the Company's accounting policies with the following assumptions: Expected life 5 years; Expected annual volatility 113%; Expected dividend yield 0%; Risk-free interest rate 0.78%. These values do not represent actual amounts received by the optionees as the gain, if any, will depend on the market value of the shares on the date that the stock option is exercised.
- ⁽³⁾ Mr. McIsaac resigned as a director on September 27, 2021.
- ⁽⁴⁾ Mr. Gamble was appointed as director on September 27, 2021.

Employment, Consulting and Management Agreements

Consulting Agreements

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

Termination and Change of Control Benefits

There is no contract, agreement, plan or arrangement between the Company and its Named Executive Officers that provide for payments to Named Executive Officers at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation or retirement, or as a result of a change in control of the Company or a change in a Named Executive Officer's responsibilities.

Director Compensation

To date, the Company has not paid to its directors any fees or other monetary compensation relating to the services rendered and duties assumed in relation to their positions on the Board. Any remuneration to the Company's directors has generally been limited to the grant of stock options and, during the year ended November 30, 2021, the Company granted 2,330,000 incentive stock options to its independent directors.

Stock Options and Other Compensation Securities

Fixed Share Option Plan

Option-based Awards

The Board of the Company adopted a fixed number share option plan (the “**Fixed Share Option Plan**”) with an effective date of November 1, 2021, which was ratified and approved by the shareholders at the Company’s annual general and special meeting held on December 15, 2021. The Fixed Share Option Plan reserves for issuance a maximum of 17,000,000 Common Shares. At November 30, 2021, there were 14,268,667 options issued and outstanding.

The Fixed Share Option Plan permits the grant of stock options to directors, officers, employees and consultants of the Company or any of its affiliates, but limits the number of options that may be issued to such individuals as follows (all capitalized terms as defined in the plan): (i) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so; (ii) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture; and (iii) the aggregate number of Options granted to any one Consultant in any 12 month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture.

The aggregate number of Common Shares reserved for issuance to insiders of the Company under the Fixed Share Option Plan, together with any other Share Compensation Arrangements, may not exceed 10% of the Company’s outstanding share capital, and the number of Common Shares issued to insiders of the Company within any one-year period, together with any other Share Compensation Arrangements, may not exceed 10% of the Company’s outstanding share capital.

The term of any options granted under the Fixed Share Option Plan will be fixed by the Board and may not exceed ten years. The exercise price of options granted under the Fixed Share Option Plan will be determined by the Board, provided it is not less than the Discounted Market Price (as defined under Policy 1.1 of the TSX Venture Policies).

Any options granted pursuant to the Fixed Share Option Plan will terminate within thirty (30) days of the option holder ceasing to act as a director, officer, employee or consultant of the Company or any of its affiliates, other than by reason of death or termination of employment with cause, unless such termination date is extended by the Board to a date that is not later than one year after the option holder ceases to hold such position with the Company. If such cessation is on account of death, the options terminate on the first anniversary of such cessation, and if it is on account of termination of employment with cause, the options terminate immediately.

The Fixed Share Option Plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision, conversion or exchange of the Company’s shares. The directors of the Company may impose option vesting schedules as they see fit.

The material terms of the Fixed Share Option Plan are more particularly set out in the Company’s Management Information Circular dated May 2, 2016, and filed on SEDAR May 12, 2016, and a copy of the Fixed Share Option Plan with proposed amendments, will be available at the Meeting.

Outstanding Compensation Securities

The following table provides a summary of all option-based awards granted or issued to each director and Named Executive Officer in the most recently completed financial year of the Company ending on November 30, 2021. The Company does not have any other equity incentive plans other than its Fixed Share Option Plan.

Name and position	Type of compensation security	# of compensation securities, # of underlying securities ⁽¹⁾	Date of issue or grant (Fiscal 2021)	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Ali Pejman ⁽²⁾ <i>Chairman, Director</i>	stock options	150,000 options 150,000 common shares	December 14, 2020	0.16	0.16	0.245	December 14, 2025

Name and position	Type of compensation security	# of compensation securities, # of underlying securities ⁽¹⁾	Date of issue or grant (Fiscal 2021)	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
		200,000 options 200,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026
Derik Murray ⁽³⁾ CEO, Director	stock options	300,000 options 300,000 common shares	December 14, 2020	0.16	0.16	0.245	December 14, 2025
		300,000 options 300,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026
Paul Gertz ⁽⁴⁾ President, COO, Director	stock options	250,000 options 250,000 common shares	December 14, 2020	0.16	0.16	0.245	December 14, 2025
		250,000 options 250,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026
Darren Battersby ⁽⁵⁾ CFO	stock options	150,000 options 150,000 common shares	December 14, 2020	0.16	0.16	0.245	December 14, 2025
		270,000 options 270,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026
Dr. Greg Zeschuk ⁽⁶⁾ Director	stock options	100,000 options 100,000 common shares	December 14, 2020	0.16	0.16	0.245	December 14, 2025
		140,000 options 140,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026
Steven Kotlowitz ⁽⁷⁾ Director	stock options	100,000 options 100,000 common shares	December 14, 2020	0.16	0.16	0.245	December 14, 2025
		140,000 options 140,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026
Tim Gamble ⁽⁸⁾⁽⁹⁾ Director	stock options	400,000 options 400,000 common shares	September 30, 2021	0.15	0.15	0.245	September 30, 2026

Notes:

- (1) No compensation security had been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the Company's financial year ended November 30, 2021.
- (2) Mr. Pejman held a total of 1,750,000 options at November 30, 2021.
- (3) Mr. Murray held a total of 2,262,000 options at November 30, 2021.
- (4) Mr. Gertz held a total of 1,697,500 options at November 30, 2021.
- (5) Mr. Battersby held a total of 782,500 options at November 30, 2021.
- (6) Mr. Zeschuk held a total of 440,000 options at November 30, 2021.
- (7) Mr. Kotlowitz held a total of 690,000 options at November 30, 2021.
- (8) Mr. Gamble held a total of 400,000 options at November 30, 2021.
- (9) Tim Gamble was appointed to the Board effective September 27, 2021.

Exercise of Compensation Securities by Directors and NEOs

The following table provides a summary of all compensation securities exercised by directors and NEOs during the most recently completed fiscal year of the Company ended November 30, 2021.

Name and position	Type of compensation security	# of underlying securities exercised	Exercise Price per security (\$)	Date of Exercise	Closing price of security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Michael McIsaac <i>Former Director</i>	Stock Options	400,000 common shares	0.12	October 4, 2021	0.19	0.07	28,000
		60,000 common shares	0.13	October 4, 2021	0.19	0.06	3,600
		130,000 common shares	0.16	October 29, 2021	0.24	0.08	10,400

Notes:

(1) Mr. McIsaac resigned from the Board effective September 27, 2021

Oversight and description of Director and NEO Compensation

During the year ended November 30, 2021, the entire Board carried out the oversight function of director and named officer compensation. The Company did not retain any compensation consultants during the financial year ended November 30, 2021.

The primary goal of the Company's executive compensation program is to attract, retain and motivate the key executives and to align their interests with those of the Company's shareholders. The key elements of the executive compensation program are: (i) base salary; (ii) stock based compensation; and (iii) potential annual bonuses or awards. The directors are of the view that all elements of the total program should be considered, rather than any single element.

The Company has no formal policy regarding the allocation between base salary, stock based compensation, cash based bonuses or awards or other forms of compensation, but the Board of Directors as a whole will consider and evaluate the total compensation package received or to be received by an executive officer, and seek to ensure that such total compensation package is fair, reasonable and competitive, and balances the interests of management and the Company's shareholders.

The Board of Directors assumes responsibility for reviewing and monitoring the long-term compensation strategy of the Company. The Company's Board of Directors is also responsible for determining all forms of compensation, including long-term incentive in the form of stock options, to be granted to the CEO, or such person acting in capacity of CEO of the Company, the directors and key management, and for reviewing the recommendations respecting compensation of the other officers of the Company, to ensure such arrangements reflect the responsibilities and risks associated with each position.

In arriving at its compensation recommendations, the Board of Directors considers several factors, including the responsibilities and experience of the individuals, the performance of the individuals within the Company, the overall financial and operating performance of the Company, and the long-term interest of the Company. With respect to base salaries, the Board discuss their collective knowledge and understanding of salaries paid to executive officers at companies that the members have personal knowledge of, however, no formal benchmark group of companies has been referenced. For share option grants under the Company's Fixed Share Option Plan, the Board makes recommendations based on such criteria as performance, previous grants, base salary and bonuses, hiring incentives, and other competitive factors (the Company's Fixed Share Option Plan is administered by the Board of the Company and all grants require approval of the Board). When considering the grant of bonus compensation, the Board will assess whether the Company has met certain strategic objectives and milestones and whether there are sufficient cash resources available for the granting of bonuses (the Board will approve bonus compensation dependent upon compensation levels).

The Company has not provided monetary compensation to its directors, including fees for attending Board or Board committee meetings. However, during the recently completed financial year ended November 30, 2021, the Company made grants of 2,330,000 incentive share options to the directors, as consideration for fulfilling the responsibilities attendant with their directorships.

The Board has not considered the implications of the risks associated with the Company's compensation policies and practices, however, the Company does not currently believe there are any risks arising from compensation policies and practices that are reasonably likely to have an adverse effect on the Company.

Risks Associated with the Company's Compensation Practices

The Board has assessed the Company's compensation plans and programs for its executive officers to ensure alignment with the Company's business plan and to evaluate the potential risks associated with those plans and programs. The Board has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Company. The Board considers the risks associated with executive compensation and corporate incentive plans when designing and reviewing such plans and programs.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

Base Salary or Consulting Fees

Base salary ranges for the executive officers were initially determined upon a review of companies within the gaming industry, which were of the same size as the Company, at the same stage of development as the Company and considered comparable to the Company.

In determining the base salary of an executive officer, the Board considers the following factors:

- (a) the particular responsibilities related to the position;
- (b) salaries paid by other companies in the gaming industry which were similar in size as the Company;
- (c) the experience level of the executive officer;
- (d) the amount of time and commitment which the executive officer devotes to the Company; and
- (e) the executive officer's overall performance and performance in relation to the achievement of corporate milestones and objectives.

In the Company's view, paying base salaries which are reasonable in relation to the level of service expected while remaining competitive in the markets in which the Company operates is a first step to attracting and retaining qualified and effective executives.

Benefits and Perquisites

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

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 Circular, entitlement to grants of Options are the only equity security element awarded by the Company to its executive officers and directors as detailed under heading "**Stock Option and Other Compensation Securities**" above.

Pension Disclosure

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

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plan the Company has in place is its Fixed Share Option Plan as last approved by shareholders on December 15, 2021.

Equity Compensation Plan Information

The following information is as of November 30, 2021, the Company's most recently completed financial year end.

Plan Category	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))
	(a)	(b)	(c)
Equity compensation plans approved by security holders - Fixed Share Option Plan	14,268,667	0.15	2,731,333
Equity compensation plans not approved by security holders	NIL	NIL	NIL
TOTAL	14,268,667		2,731,333

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 (other than in respect of amounts which would constitute routine indebtedness) as of the end of the most recently completed financial year or as at the date hereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than set out in this Circular, no director or senior officer of the Company or any proposed nominee of management of the Company for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, since the commencement of the Company's last financial year or in any proposed material transaction.

Financial Year ended November 30, 2021

Related parties are defined as Officers and Directors of the Company as well as any companies that are controlled by Officers. Namely, Derik Murray – CEO, Paul Gertz – President and COO, Darren Battersby – CFO and Ali Pejman - Chairman of board of directors and directors: Derik Murray, Paul Gertz, Steven Kotlowitz, Greg Zeschuk, Michael McIsaac and Ali Pejman.

During the year ended November 30, 2021, the Company paid or accrued wages and recognized share-based compensation to key management personnel in the following manner:

	November 30, 2021 (\$)	November 30, 2020 (\$)
General and Administrative expenses	39,665	18,200
Share-based compensation	191,711	166,193
Direct Production costs	315,726	75,000
Investment in film and television properties	441,224	565,400
TOTAL	\$988,326	\$824,793

Debt payable

Accounts payable and accrued liabilities as at November 30, 2021, includes, \$122,588 (2020 - \$13,650) owed to related parties. Amounts due to related parties are unsecured, non-interest bearing and due on demand.

MANAGEMENT CONTRACTS

Other than set out in this Circular, the Company has no management agreements or arrangements under which the management functions of the Company are performed other than by the Company's directors and executive officers.

OTHER MATTERS

The management of the Company is not aware of any other matter to come before the Meeting other than those set out in the Notice of Meeting accompanying this Circular. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the form of Proxy or VIF accompanying this Circular to vote the same in accordance with their best judgment on such matters.

ADDITIONAL INFORMATION

Financial information about the Company is provided in its comparative financial statements for the year ended November 30, 2021, and in the related management discussion and analysis. The Company's November 30, 2021, audited year-end financial statements, the auditor's report thereon and related management's discussion and analysis will be presented at the Meeting. You may obtain copies of such documents upon request from the Company at Suite 207 – 1525 West 8 Avenue, Vancouver, British Columbia V6J 1T5; by telephone: 604-739-8825; or via e-mail at: info@networkentertainment.ca. These documents are also available on SEDAR, which can be accessed at www.sedar.com.

Additional copies of information or documents referenced in this Circular may be obtained by a Shareholder upon request without charge from the Company at Suite 207 – 1525 West 8 Avenue, Vancouver, British Columbia V6J 1T5, by telephone: 604-739-8825 or via e-mail at: info@networkentertainment.ca. Copies of these documents will be provided free of charge to shareholders of the Company, but a reasonable charge may be applied for requests by any person or company who is not a shareholder of the Company.

The Board of Directors of the Company has approved the contents and the delivery of this Circular to its shareholders.

DATED at Vancouver, British Columbia Canada on the 1st day of November, 2022.

BY ORDER OF THE BOARD

(signed) *"Derik A. Murray"*

Derik A. Murray
Chief Executive Officer

SCHEDULE "A"

NETWORK MEDIA GROUP INC.

(the "Corporation")

Audit Committee Charter

(Adopted by the Board of Directors on July 4, 2011)

Objectives

The Audit Committee will assist the Board of Directors in fulfilling its oversight responsibilities for:

1. the financial reporting process,
2. the system of internal control over financial reporting,
3. the audit process,
4. compliance with legal and regulatory requirements, and
5. the processes for identifying, evaluating and managing the company's principal risks impacting financial reporting.

Membership

The Board of Directors shall appoint annually from among its members an Audit Committee to hold office for the ensuing year or until their successors are elected or appointed.

The Audit Committee shall be composed of at least three directors, and not more than five directors, at least a majority of whom shall be "independent" and "financially literate" (as such terms are defined in National Instrument 52-110 – Audit Committees).

The Board of Directors may from time to time designate one of the members of the Audit Committee to be the Committee Chair and, unless otherwise determined by the Board, the Secretary of the Corporation shall be the Secretary of the Audit Committee.

Meetings and Participation

The Audit Committee shall meet at least once per quarter, or more frequently as circumstances dictate. Any member of the Audit Committee or the external auditor may call a meeting of the Audit Committee. The auditors shall be provided notice of all meetings and be entitled to attend and be heard thereat.

Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. The agenda will be set by the Audit Committee Chair in consultation with other members of the Audit Committee, the Board of Directors and senior management.

No business may be transacted by the Audit Committee except at a meeting of its members at which a quorum of the Audit Committee is present. A quorum for meetings of the Audit Committee is a majority of its Members.

The Audit Committee shall keep minutes of its meetings in which shall be recorded all action taken by it, which minutes shall be approved by Audit Committee members and available as soon as possible to the Board of Directors.

Duties, Powers, and Responsibilities

The Audit Committee is hereby delegated the following duties and powers, without limiting these duties and powers, the Audit Committee shall:

(a) Financial Reporting

- Review and recommend for approval to the Board of Directors the annual Financial Statements, accounting policies that affect the statements, annual MD&A and associated press release.
- Review the Annual Report for consistency with the financial disclosure referenced in the annual Financial Statements.
- Be satisfied as to the adequacy of procedures in place for the review of the Corporation's public disclosure of financial information extracted or derived from annual or quarterly financial statements and periodically assess the adequacy of such procedures.
- Review and approve quarterly financial statements, accounting policies that affect the statements, the quarterly MD&A, and the associated press release.
- Review significant issues affecting financial reports.
- Review emerging GAAP developments that could affect the Corporation.
- Understand how management develops interim financial information and the nature and extent of external audit involvement.
- In review of the annual and quarterly financial statements, discuss the quality of the Corporation's accounting principles, the reasonableness of significant judgments, and the clarity of the disclosures in the financial statements.
- Review and approve any earnings guidance to be provided by the Corporation.

(b) Internal and Disclosure Controls

- Consider the effectiveness of the Corporation's internal controls over financial reporting and related information technology security and control.

- Review and approve corporate signing authorities and modifications thereto.
- Review with the auditors any issues or concerns related to any internal control systems in the process of the audit.
- Review the plan and scope of the annual audit with respect to planned reliance and testing of controls and major points contained in the auditor's management letter resulting from control evaluation and testing.
- Establish and maintain complaint procedures regarding accounting, internal accounting controls or auditing matters and the confidential anonymous submission by employees of concerns regarding questionable accounting or auditing matters. Such procedures are appended hereto as Appendix A.
- Review with management, external auditors and legal counsel any material litigation claims or other contingencies, including tax assessments, and adequacy of financial provisions, that could materially affect financial reporting.
- Review with the Chief Executive Officer and the Chief Financial Officer the Corporation's disclosure controls and procedures, including any significant deficiencies in, or material non-compliance with, such controls and procedures.
- Discuss with the Chief Executive Officer and the Chief Financial Officer all elements of certification required pursuant to National Instrument 52-109.
- Approve all material related party transactions in advance; materiality is set a \$1 for such matters.

(c) External Audit

- Oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing such other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting.
- Review and approve the audit plans, scope and proposed audit fees.
- Annually review the independence of the external auditors by receiving a report from the independent auditor detailing all relationships between them and the Corporation.
- Discuss with the auditors the results of the audit, any changes in accounting policies or practices and their impact on the financials, as well as any items that might significantly impact financial results.
- Receive a report from the auditors on critical accounting policies and practices to be used, all alternative treatments of financial information within GAAP that have been

discussed with management, including the ramifications of the use of such alternative treatments, and the treatment preferred by the auditor.

- Receive an annual report from the auditors describing the audit firm's internal quality-control procedures, and material issues raised by the most recent internal quality-control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more audits carried out the firm, and any steps taken to deal with any such issues.
- Ensure regular rotation of the lead partner and reviewing partner.
- Evaluate the performance of the external auditor and the lead partner annually.
- Recommend to the Board of Directors (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, and (ii) the compensation of the external auditor.
- Separately meet with the auditors, apart from management, at least once a year.

(d) Non-Audit Services

- Pre-approve all non-audit services to be provided to the Corporation or its subsidiary entities by the external auditor. Pre-approval may be granted by any one member of the Audit Committee.

(e) Risk Management

- Review and monitor the processes in place to identify and manage the principal risks that could impact the financial reporting of the Corporation.
- Ensure that Directors and Officers insurance is in place.
- Review and approve corporate investment policies.
- Assess, as part of its internal controls responsibility, the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board of Directors.

(f) Other Responsibilities and Matters

- Report through its Chair to the Board of Directors following meetings of the Audit Committee.
- Review annually the adequacy of the Charter and confirm that all responsibilities have been carried out.

- Evaluate the Audit Committee's and individual member's performance on a regular basis and report annually to the Board the result of its annual self-assessment.
- Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.
- Discuss the Corporation's compliance with tax and financial reporting laws and regulation, if and when issues arise.

Authority

The Audit Committee has 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 employed by the Audit Committee at the cost of the Corporation without obtaining approval of the Board of Directors, based on its sole judgment and discretion. The Audit Committee has the authority to communicate directly with the internal and external auditors of the Corporation.

SCHEDULE "B"
FIXED OPTION PLAN

NETWORK MEDIA GROUP INC.
(the “Company”)

SHARE OPTION PLAN

Dated for Reference October 11, 2022

ARTICLE 1
PURPOSE AND INTERPRETATION

Purpose

1.1. The purpose of this Share Option Plan (the “**Plan**”) is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with TSX Venture Policies (or, if applicable, NEX Policies) and any inconsistencies between this Plan and TSX Venture Policies (or, if applicable, NEX Policies) will be resolved in favour of the latter. This Plan amends the stock option plan of the Company dated November 22, 2010 and amended April 12, 2012, April 28, 2016, September 27, 2019 and November 1, 2021.

Definitions

1.2. In this Plan

- (a) **Administrator** means such committee, director, officer or employee of the Company as may be designated as Administrator by the Board from time to time.
- (b) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;
- (c) **Associate** has the meaning set out in the *Securities Act*;
- (d) **Black-out Period** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company’s insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);
- (e) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;
- (f) **Cause** means:
 - (i) in the case of an Employee: (1) cause as such term is defined in the written employment agreement with the Employee or if there is no written employment agreement or cause is not defined therein, the usual meaning of just cause under the common law or the laws of the jurisdiction in which the Employee is employed; (2) who is employed in an “at will” jurisdiction, the usual meaning of just cause under the common law of the Province

of British Columbia; or (3) the termination of employment as a result of an order made by any Regulatory Authority having jurisdiction to so order;

(ii) in the case of a Consultant: (1) the occurrence of any event which, under the written consulting contract with the Consultant or the common law or the laws of the jurisdiction in which the Consultant provides services, gives the Company or a Subsidiary the right to immediately terminate the consulting contract; or (2) the termination of the consulting contract as a result of an order made by any Regulatory Authority having jurisdiction to so order;

(iii) in the case of a Director, ceasing to be a Director as a result of: (1) ceasing to be qualified to act as a Director pursuant to section 124 of the *Business Corporations Act* (British Columbia) (the “BCBCA”); (2) a resolution having been passed by the shareholders of the Company pursuant to section 128(3)(a) of the BCBCA; or (3) an order made by any Regulatory Authority having jurisdiction to so order; or

(iv) in the case of an Officer who is not an Employee, ceasing to be an Officer as a result of an order made by any Regulatory Authority having jurisdiction to so order.

(g) **Change of Control** includes situations where, after giving effect to the contemplated transaction and as a result of such transaction:

(i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or,

(ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,

where such Person or combination of Persons did not previously hold a sufficient number of voting shares to materially affect control of the Company or its successor and, in the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 50% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

(h) **Common Shares** means the common shares without par value in the capital of the Company providing such class is listed on the TSX Venture (or, NEX, as the case may be);

(i) **Company** means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;

(j) **Consultant** means an individual or Consultant Company, other than an Employee, Officer or Director that:

(i) provides on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;

(ii) provides the services under a written contract between the Company or an Affiliate and the individual or the Consultant Company;

- (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or an Affiliate of the Company; and
 - (iv) has a relationship with the Company or an Affiliate of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;
- (k) **Consultant Company** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (l) **Directors** means the directors of the Company as may be elected from time to time;
- (m) **Discounted Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (n) **Disinterested Shareholder Approval** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;
- (o) **Distribution** has the meaning assigned by the *Securities Act*, and generally refers to a distribution of securities by the Company from treasury;
- (p) **Effective Date** for an Option means the date of grant thereof by the Board;
- (q) **Employee** means:
- (i) an individual who is considered an employee under the *Income Tax Act Canada* (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;
- (r) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (s) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (t) **Expiry Date** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;
- (u) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;

- (v) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (w) **Management Company Employee** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;
- (x) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (y) **NEX** means a separate board of the TSX Venture for companies previously listed on the TSX Venture or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets;
- (z) **NEX Issuer** means a company listed on NEX;
- (aa) **NEX Policies** means the rules and policies of NEX as amended from time to time;
- (bb) **Officer** means a Board appointed officer of the Company and any Subsidiary;
- (cc) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;
- (dd) **Option Commitment** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto;
- (ee) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;
- (ff) **Optionee** means the recipient of an Option hereunder;
- (gg) **Outstanding Shares** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;
- (hh) **Participant** means a Service Provider that becomes an Optionee;
- (ii) **Person** includes a company, any unincorporated entity, or an individual;
- (jj) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;
- (kk) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §3.2;
- (ll) **Regulatory Approval** means any necessary approvals of a Regulatory Authority as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder;
- (mm) **Regulatory Authority** means the TSX Venture or an organized trading facility on which the Common Shares are listed, and any securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this Plan or the Options granted from time to time hereunder;
- (nn) **Securities Act** means the *Securities Act*, R.S.B.C. 1996, c. 418, or any successor legislation;
- (oo) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;

(pp) **Share Compensation Arrangement** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider;

(qq) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;

(rr) **Subsidiary** means a subsidiary of the Company;

(ss) **Take Over Bid** means a take over bid as defined in Multilateral Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;

(tt) **TSX Venture** means the TSX Venture Exchange and any successor thereto;

(uu) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time; and

(vv) **Vest or Vesting** means that portion of the Option granted to the Optionee which is available to be exercised by the Option Holder at any time and from time to time.

Other Words and Phrases

1.3. Words and phrases used in this Plan but which are not defined in the Plan, but are defined in the TSX Venture Policies (and, if applicable, the NEX Policies), will have the meaning assigned to them in the TSX Venture Policies (and, if applicable, NEX Policies).

Gender

1.4. Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2 ADMINISTRATION

2.1 The Plan will be administered by the Administrator on the instructions of the Board. The Board may make, amend and repeal at any time and from time to time such regulations not inconsistent with the Plan as it may deem necessary or advisable for the proper administration and operation of the Plan and such regulations will form part of the Plan. The Board may delegate to the Administrator such administrative duties and powers as it may see fit.

Interpretation

2.2 The interpretation by the Board of any of the provisions of the Plan and any determination by it pursuant thereto will be final and conclusive and will not be subject to any dispute by any Optionee. No member of the Board or any person acting pursuant to authority delegated by it hereunder will be liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Board and each such person will be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

ARTICLE 3 SHARE OPTION PLAN

Establishment of Share Option Plan

3.1 The Plan is hereby established to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Affiliates.

Maximum Plan Shares

3.2 The maximum number of Common Shares reserved for issuance under this Plan is 17,000,000 subject to adjustment pursuant to the provisions of §4.13 hereof. The aggregate number of Common Shares reserved for issuance to any one Optionee, whether under this Plan or any other Share Compensation Arrangement, shall not exceed the number of Common Shares permitted to be so reserved for such Optionee by law and by the regulations, rules or policies of any securities authority or stock exchange with which the Company must comply.

Eligibility

3.3 Options to purchase Common Shares may be granted hereunder to Service Providers of the Company, or its affiliates, from time to time by the Board. Service Providers that are not individuals will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the TSX Venture and the Company is obtained.

Options Granted Under the Plan

3.4 All Options granted under the Plan will be evidenced by an Option Commitment in the form attached as Schedule A, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.

3.5 Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

Participation

3.6 The Board will, from time to time and in its sole discretion, determine which of the Service Providers, if any, will be awarded Options. The Board shall, in its discretion determine whether each such Service Providers shall be awarded an Option to purchase Common Shares. The Board may, in its sole discretion, grant the majority of the Options to Insiders of the Company.

Notification of Award

3.7 Following the approval by the Board of the awarding of an Option, the Administrator will notify the Optionee in writing of the award and will enclose with such notice the Option Commitment representing the Option so awarded.

Copy of Plan

3.8 Each Optionee, concurrently with the notice of the award of the Option, will be provided with a copy of the Plan. A copy of any amendment to the Plan will be promptly provided by the Administrator to each Optionee.

Limitations on Issue

3.9 The Plan does not give any Optionee that is a Director or Officer the right to serve or continue to serve as a Director or Officer of the Company or any Subsidiary nor does it give any Optionee that is an Employee or Consultant the right to be or to continue to be employed with or have a consulting contract with the Company or any Subsidiary.

3.10 Subject to §3.14, the following restrictions on issuances of Options are applicable under the Plan:

- (a) no Service Provider can be granted an Option if that Option would result in the total number of Options, together with all other Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;
- (b) the aggregate number of Options granted to all Service Providers conducting Investor Relations Activities in any 12-month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture (or NEX, as the case may be); and
- (c) the aggregate number of Options granted to any one Consultant in any 12 month period cannot exceed 2% of the Outstanding Shares, calculated at the time of grant, without the prior consent of the TSX Venture.

Options Not Exercised

3.11 In the event an Option granted under the Plan expires unexercised, or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be eligible for re-issue.

Powers of the Board

3.12 The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to

- (a) allot Common Shares for issuance in connection with the exercise of Options;
- (b) grant Options hereunder;
- (c) subject to any necessary Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the prior written consent of all Optionees, alter or impair any Option previously granted under the Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder; and
- (d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do.

Amendment of the Plan by the Board of Directors

3.13 Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Plan or any Option granted as follows:

- (a) it may make amendments which are of a typographical, grammatical or clerical nature only;
- (b) it may change the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;
- (c) it may change the termination provision of an Option granted hereunder which does not entail an extension beyond the original Expiry Date of such Option;
- (d) it may make amendments necessary as a result in changes in securities laws applicable to the Company;
- (e) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and
- (f) it may make such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

3.14 The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

- (a) the Plan, together with all of the Company's other previous Share Compensation Arrangements, could result at any time in:
 - (i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;
 - (ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares; or,
 - (iii) the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares; or
- (b) any reduction in the Exercise Price of an Option previously granted to an Insider.

Options Granted Under the Company's Previous Share Option Plans

3.15 Any option granted pursuant to a stock option plan previously adopted by the Board which is outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Plan and shall, as of the date this Plan comes into effect, be governed by the terms and conditions hereof.

ARTICLE 4
TERMS AND CONDITIONS OF OPTIONS

Exercise Price

4.1 The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price.

Term of Option

4.2 An Option can be exercisable for a maximum of 10 years from the Effective Date.

Option Amendment

4.3 Subject to §3.14(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture, or the date of the last amendment of the Exercise Price.

4.4 An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in §4.2.

4.5 Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

4.6 The Company will also obtain Disinterested Shareholder Approval of any decrease in Exercise Price of or extensions to stock options granted to individuals that are Insiders at the time of the proposed amendment.

Vesting of Options

4.7 Subject to §4.8, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

(a) the Service Provider remaining employed by or continuing to provide services to the Company or any of 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 any of its Affiliates during the vesting period; or

(b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

Vesting of Options Granted to Consultants Conducting Investor Relations Activities

4.8 Notwithstanding §4.7, Options granted to Consultants conducting Investor Relations Activities will vest:

(a) over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting; or

- (b) such longer vesting period as the Board may determine.

Effect of Take-Over Bid

4.9 If a Take Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding §4.6 and §4.8 or any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

Acceleration of Vesting on Change of Control

4.10 Save for and except any Options granted to a Service Provider providing Investor Relations Activities, in the event of a Change of Control occurring, Options granted and outstanding which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control.

Extension of Options Expiring During Blackout Period

4.11 Should the Expiry Date for an Option fall within a Blackout Period such Expiry Date shall, subject to approval of the TSX Venture (or the NEX, as the case may be), be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding §3.12, the tenth Business Day period referred to in this §4.11 may not be extended by the Board.

Optionee Ceasing to be Director, Employee or Service Provider

4.12 Subject to subparagraphs (a) to (c) below, the Expiry Date of an Option will be the date fixed by the Board at the time the particular Option is awarded (the “**Expiry Date**”), provided that the Expiry Date will be no later than the tenth anniversary of the Award Date of such Option:

- (a) Death

Notwithstanding subparagraph (b) below, in the event that the Optionee should die while his or her Option is outstanding, the Expiry Date for any vested portion or portions of the Option will be the earlier of the Expiry Date and the date that is one year after the date of the Optionee’s death. The Expiry Date for any unvested portion of the Option will be the date of the Optionee’s death.

- (b) Resignation or Ceasing to Hold Office or Employment

If the Optionee ceases to be employed or engaged by the Company (including by way of voluntary resignation or retirement as a Service Provider), the Expiry Date for any vested portion or portions held by the Optionee will be, unless otherwise provided for in the Option Commitment, the earlier of the Expiry Date of that Option and the date that is 30 days after the Optionee ceases to be a Service Provider, provided that the Board will have the discretion, for greater certainty not the obligation, to extend the period when the Optionee may exercise that Option to a date that is not later than the date which is one year after the Optionee ceases to be a Service Provider. The Expiry Date for any unvested portion of the Option will be the date that the Optionee ceases to be a Service Provider.

(c) For Cause

Notwithstanding subparagraph (b) above, if the Optionee:

- (i) ceases to be employed or engaged by the Company and any of its subsidiaries for Cause;
- (ii) ceases to be a Service Provider of the Company by order of any securities commission, recognized stock exchange, or any regulatory body having jurisdiction to so order; or
- (iii) as Director, ceases to be eligible to hold office as a director of the Company under the provisions of the applicable corporate statute,

each Option held by the respective Optionee shall be exercisable in respect of that number of Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of the Expiry Date of that Option and the date on which the Optionee ceases to be a Service Provider.

Non Assignable

4.13 Subject to §14.12(a), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

Adjustment of the Number of Optioned Shares

4.14 The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

- (a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefor;
- (b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;
- (c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;
- (d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately

theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this §4.13;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this §4.13, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company;

(g) any adjustment to stock options granted or issued (except in relation to a consolidation or share split) is subject to the prior acceptance of the TSX Venture; and

(h) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this §4.13, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 5 COMMITMENT AND EXERCISE PROCEDURES

Option Commitment

5.1 Upon grant of an Option hereunder, an authorized officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof, including any additional requirements contemplated with respect to the payment of required withholding taxes on behalf of Optionees.

Manner of Exercise

5.2 An Optionee who wishes to exercise his Option may do so by delivering

(a) a properly executed written notice to the Company in the form attached hereto as Schedule B or such other form as the Company may require, specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount subject to §5.3.

Tax Withholding and Procedures

5.3 Notwithstanding anything else contained in this Plan, 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. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in

§5.2 and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Company.

Delivery of Optioned Shares and Hold Periods

5.4 As soon as practicable after receipt of the notice of exercise described in §5.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. If the Exercise Price is set below the then current market price of the Common Shares on the TSX Venture at the time of grant, the certificate representing the Optioned Shares or written notice in the case of uncertificated shares will include a legend stipulating that the Optioned Shares issued are subject to a four-month Exchange Hold Period commencing the date of the Option Commitment.

ARTICLE 6 GENERAL

Employment and Services

6.1 Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

No Representation or Warranty

6.2 The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws

as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

Inability to Obtain Authority

6.3 The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company to be necessary to the lawful issuance of any Optioned Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue such Shares.

Interpretation

6.4 The Plan will be governed and construed in accordance with the laws of the Province of British Columbia.

Continuation of Plan

6.5 The Plan will become effective from and after April 28, 2016, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at any annual general meeting of the holders of Common Shares of the Company subsequent to June 9, 2016.

Amendment of the Plan

6.6 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

Entire Agreement

6.7 This Plan and the Option Commitment sets out the entire agreement between the Company and the Participants relative to an Option and supersedes all prior agreements, undertakings and understandings, whether oral or written.

SCHEDULE A

SHARE OPTION PLAN OPTION COMMITMENT

Notice is hereby given that, effective this _____ day of _____, _____ (the “**Effective Date**”) NETWORK MEDIA GROUP INC. (the “**Company**”) has granted to _____ (the “**Optionee**”), an Option to acquire _____ Common Shares (“**Optioned Shares**”) up to 5:00 p.m. Vancouver Time on the _____ day of _____, _____ (the “**Expiry Date**”) at an Exercise Price of Cdn\$ _____ per share.

Optioned Shares are to vest immediately.

OR

Optioned Shares will vest [*INSERT VESTING SCHEDULE AND TERMS*]

The Option shall expire 30 days after the Optionee ceases to be employed by or provide services to the Company.

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Plan, which are hereby incorporated herein and form part hereof.

To exercise your Option, deliver a written notice specifying the number of Optioned Shares you wish to acquire, together with a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price. A certificate, or written notice in the case of uncertificated shares, for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter and may bear a minimum four month non-transferability legend from the date of this Option Commitment, the text of which is as follows. [Note: A Company may grant stock options without a hold period, provided the exercise price of the options is set at or above the market price of the Company’s shares. If a four month hold period is applicable, the following legend must be placed on the certificate or the written notice in the case of uncertificated shares.]

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL 12:00 A.M. (MIDNIGHT) ON [*insert date 4 months from the date of grant*]”.

The Company and the Optionee represent that the Optionee under the terms and conditions of the Plan is a bona fide Service Provider (as defined in the Plan), entitled to receive Options under TSX Venture Policies.

The Optionee represents and warrants that he/she has not been induced to enter this Option Commitment either by the expectation of employment or continued employment with the Company or any subsidiary of the Company.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Company and the TSX Venture (or the NEX, as the case

may be) as more particularly set out in the Acknowledgement - Personal Information in use by the TSX Venture (or the NEX, as the case may be) on the date of this Option Commitment.

NETWORK MEDIA GROUP INC.

Authorized Signatory

[insert name of optionee]

Signature of Optionee

**SCHEDULE B
TO SHARE OPTION PLAN**

Network Media Group Inc.
c/o 207 - 1525 West 8 Avenue
Vancouver, BC Canada V6J 1T5

Re: Stock Option Exercise

Attn: Share Option Plan Administrator, Network Media Group Inc. (the "Company")

This letter is to inform the Company that I, _____, wish to exercise _____ options, at _____ per common share, on this _____ day of _____, 20_____.

Payment issued in favour of Network Media Group Inc. for the amount of \$ _____ will be forwarded, including withholding tax amounts.

Please register the share certificate in the name of:

Name of Optionee: _____

Address: _____

Please send share certificate to:

Name _____

Address: _____

Sincerely,

Signature of Optionee

Date

SIN Number (for T4)