



NOTICE OF ANNUAL GENERAL & SPECIAL MEETING

AND

INFORMATION CIRCULAR

As of October 9, 2020



Suite 810, 789 West Pender Street
Vancouver, BC, V6C 1H2

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON **NOVEMBER 16TH, 2020**

Time and Date:	10:00 a.m. (Pacific time) on Monday, November 16, 2020
Live teleconference:	Toll-free (Canada/U.S.): +1-800-319-4610 or Toll (international): +1-604-638-5340

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the "**Meeting**") of the shareholders (the "**Shareholders**") holding common shares of CloudMD Software & Services Inc. (the "**Company**") will be held via conference call on **Monday, November 16th, 2020 at 10:00 a.m.** (Pacific time) for the following purposes:

1. to receive the audited financial statements of the Company for the financial year ended December 31, 2018 and December 31, 2019, together with the auditor's report thereon;
2. to fix number of directors at Four (4);
3. to elect directors for the ensuing year;
4. to appoint Buckley Dodds Parker LLP, Chartered Professional Accountant, as the Company's auditor for the ensuing year, and to authorize the directors to fix the remuneration to be paid to the auditor;
5. to ratify and approve the Company's 10% "rolling" stock option plan;
6. to approve the Company's restricted share unit plan; and
7. to transact such other business as may properly come before the Meeting or any adjournments thereof.

Specific details of the above items of business to be put before the Meeting are set forth in the accompanying Management Information Circular (the "**Circular**"), which is deemed to form part of this Notice. Also accompanying this Notice are: (i) the Proxy Form; (ii) the Voting Instruction Form; and (iii) the Financial Statement Request Form. Any adjournment of the Meeting will be held at a time and place to be specified at the Meeting.

IMPACT OF COVID-19

This year, to proactively deal with the unprecedented public health impact of the ongoing novel coronavirus disease outbreak ("COVID-19"), to mitigate risks to the health and safety of our communities, Shareholders, employees and other stakeholders, and in order to comply with the measures imposed by federal, provincial and municipal governments, shareholders of the Company are respectfully asked not to attend in person at the Meeting but may instead attend by teleconference. All Shareholders of the Company are strongly encouraged to cast their vote by submitting their completed form of proxy (or voting instruction form) prior to the Meeting by one of the means described in the Circular accompanying this Notice.

Registered Shareholders and duly appointed proxy holders may participate in the Meeting via a live teleconference. Specifically, registered Shareholders and duly appointed proxy holders who have properly registered prior to the Meeting as outlined below, will be able to ask questions of management via the live teleconference at the conclusion of the Meeting. All other Shareholders and stakeholders can attend the Meeting via teleconference without pre-registering as outlined below, but will not be permitted to ask questions at the conclusion of the Meeting.

In order to vote during and to be permitted to ask questions at the conclusion of the Meeting, registered Shareholders and duly appointed proxy holders must register via the following link prior to 8:30 a.m. (Pacific time) on Thursday, November 12, 2020.

<http://services.choruscall.ca/DiamondPassRegistration/register?confirmationNumber=10011525&linkSecurityString=9e48958e4>

After the registration has been completed, such registered Shareholders and duly appointed proxy holders will be assigned a unique PIN and dial-in telephone number. It is recommended that you attempt to connect at least ten minutes prior to the scheduled start time of the Meeting.

For all other Shareholders and stakeholders wishing to attend the Meeting by teleconference, but without the ability to ask questions from management, please dial the following toll-free or international toll number approximately five minutes prior to the start of the Meeting and ask the operator to join the Annual General and Special Meeting of Shareholders of CloudMD Software & Services Inc.:

Toll-free (Canada/U.S.): +1-800-319-4610 or

Toll (international): +1-604-638-5340

Only Shareholders of record at the close of business on October 9th, 2020 will be entitled to receive notice of and vote at the Meeting. Shareholders who are unable to attend the Meeting are requested to complete, sign, date and return the enclosed form of Proxy indicating your voting instructions. A Proxy will not be valid unless it is deposited at the office of Endeavor Trust Corporation (the “**Transfer Agent**” or “**Endeavor**”) at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in British Columbia and Ontario) before the time fixed for the Meeting or any adjournments thereof. If you are not a registered Shareholder, please refer to the accompanying Circular for information on how to vote your common shares of the Company.

DATED at Vancouver, British Columbia, this 9th day of October, 2020.

BY ORDER OF THE BOARD OF DIRECTORS:

Signed: “Essam Hamza” _____
ESSAM HAMZA
Director & Chief Executive Officer

Registered Shareholders unable to attend the Meeting are requested to complete, date, sign and return their form of Proxy or to vote by telephone or using the internet in accordance with the instructions on the Proxy form. If you are a non-registered Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or by the other intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting.

INVITATION TO SHAREHOLDERS

October 9, 2020

Dear Shareholder:

On behalf of the board of directors (the “**Board**”) of CloudMD Software & Services Inc. (the “**Company**”), we are notifying you of our annual general and special meeting (the “**Meeting**”) of shareholders (“**Shareholders**”) holding common shares of the Company to be held on November 16, 2020 via conference call at 10:00 a.m. (Pacific time), or any adjournment or postponement thereof.

In light of ongoing concerns regarding the spread of COVID-19, one of our primary considerations is to protect the health of our Shareholders and, as such, this year, we have arranged to use a live audio teleconference to permit participation at the Meeting. Accordingly, we encourage Shareholders to vote on the matters before the Meeting by proxy, and to participate in the Meeting via the teleconference information provided in our Notice of Meeting. Registered Shareholders will be able to ask questions of management at the conclusion of the Meeting as usual. We feel this is the most prudent step to take in the current and rapidly changing environment. In addition, registered Shareholders and duly appointed proxyholders may participate in and listen to the presentation, vote and submit questions in real time during the Meeting by registering for the teleconference by following the instructions in our Notice of Meeting.

The items of business to be considered at the Meeting are described in the accompanying Notice of Meeting of Shareholders and management information circular (collectively, the “**Circular**”). The contents and the sending of the Circular have been approved by the Board.

We encourage you to vote at the Meeting, which can easily be done by following the instructions enclosed with the Circular. Following the formal portion of the Meeting, you will have an opportunity to ask questions.

We encourage you to visit our website for additional information about the Company, including news releases and investor presentations. To ensure that you receive the latest news on the Company, please subscribe through our website. Additional information relating to the Company is also available on SEDAR at www.sedar.com.



CloudMD 2 Year Performance

We wanted to highlight the Company’s recent performance.

Over the last two years, CloudMD has continued to execute on its defined growth strategy. The Company remains focused on scaling and building the business and believes there is a significant opportunity to create more shareholder value by putting an emphasis on strategic M&A and corporate growth initiatives.

Thank you for our shareholders for your continued support, we look forward to receiving your vote at the Meeting.

Yours sincerely,

(Signed) “Essam Hamza”

Mr. Essam Hamza
Chief Executive Officer

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VOTING AND PROXIES: QUESTIONS & ANSWERS

Please read the following for commonly asked questions and answers regarding voting and proxies.

Q. Am I entitled to vote?

A. You are entitled to vote if you are a holder of common shares in the capital of the Company (each, a “Common Share”) as of the close of business on October 9, 2020 the record date for the special meeting of Shareholders to be held on November 16, 2020 via conference call at 10:00 a.m. (Pacific time) or any adjournment or postponement thereof (the “Meeting”). Each Common Share is entitled to one vote. The list of registered Shareholders maintained by the Company will be available for inspection after October 9, 2020 during normal business hours at the offices of our Transfer Agent at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4 and will also be available for inspection at the Meeting.

Q. What am I voting on?

A. You will be voting to approve the to fix number of directors at Four (4); to elect directors for the ensuing year; to appoint Buckley Dodds Parker LLP, Chartered Professional Accountant, as the Company’s auditor for the ensuing year, and to authorize the directors to fix the remuneration to be paid to the auditor; to ratify and approve the Company’s 10% “rolling” stock option plan; and to approve the Company's proposed restricted share unit plan (the "RSU Plan").

Q. What if amendments are made to this or if other matters are brought before the Meeting?

A. If you attend the Meeting by teleconference and are eligible to vote, you may vote on such matters as you choose. If you have completed and returned a proxy, the securities represented by proxy will be voted or withheld from voting in accordance with your instructions on any ballot that may be called for and, if you specify a choice with respect to any matter to be acted upon, the securities will be voted accordingly. The persons named in the proxy form will have discretionary authority with respect to amendments or variations to matters identified in the Notice of Annual General and Special Meeting of Shareholders and to other matters that may properly come before the Meeting. As of the date of this Circular, our management knows of no such amendment, variation or other matter expected to come before the Meeting. If any other matters properly come before the Meeting, the persons named in the proxy form will vote on them in accordance with their best judgment.

Q. How can I vote?

A. If you are eligible to vote and your Common Shares are registered in your name (meaning you hold a physical share certificate or a DRS advice statement), you can participate in the Meeting and vote by teleconference as described in the Notice of the Meeting. Alternatively, you may appoint a proxy to represent you and vote on your behalf at the Meeting.

Q. How can I appoint a proxy?

A. To be valid, completed proxy forms must be dated, completed, signed and deposited with our Transfer Agent:

- (a) by mail to Endeavor Trust Corporation, Proxy Department, 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4;
- (b) by hand delivery to Endeavor Trust Corporation, Proxy Department, 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4;
- (c) by email at proxy@endeavortrust.com; or

(c) by facsimile to 604-559-8908.

Your proxy instructions must be received in each case by no later than 10:00 a.m. (Vancouver time) on November 12, 2020, or if the Meeting is adjourned or postponed, the day that is two (2) business days before any reconvening thereof. The chairman of the Meeting has the discretion to accept proxies received after that time. If your Common Shares are not registered in your name but are held by a nominee, please see below.

Q. How can a non-registered Shareholder vote?

A. If your Common Shares are not registered in your name but are held in the name of a nominee (usually a bank, trust Company, securities broker or other financial institution), your nominee is required to seek your instructions as to how to vote your shares. Your nominee will have provided you with a package of information, including these Meeting materials and either a proxy or a voting instruction form. Carefully follow the instructions accompanying the proxy or voting instruction form.

Q. How can a non-registered Shareholder vote in person at the Meeting?

A. The Company does not have access to all the names of its non-registered shareholders. Therefore, if you are a non-registered Shareholder and attend the Meeting, we will have no record of your shareholdings or of your entitlement to vote unless your nominee has appointed you as a proxyholder. If you wish to vote in person at the Meeting, insert your name in the space provided on the proxy form or voting instruction form sent to you by your nominee. In doing so you are instructing your nominee to appoint you as a proxyholder. Complete the form by following the return instructions provided by your nominee. You should register for the teleconference for the Meeting following the instructions in our Notice of the Meeting and report to a representative of Endeavor by teleconference prior to the start of the Meeting.

Q. Who votes my Common Shares and how will they be voted if I return a proxy?

A. By properly completing and returning a proxy, you are authorizing the person named in the proxy to attend the Meeting and vote your shares. You can use the enclosed proxy form, or any other proper form of proxy, to appoint your proxyholder. The Common Shares represented by your proxy must be voted according to your instructions in the proxy. If you properly complete and return your proxy but do not specify how you wish the votes cast, your Common Shares will be voted as your proxyholder sees fit. Unless contrary instructions are provided, shares represented by proxies received by management will be voted **FOR** all matters.

Q. Can I appoint someone other than the individuals named in the enclosed proxy form to vote my Common Shares?

A. **Yes, you have the right to appoint the person of your choice, who does not need to be a Shareholder, to attend and act on your behalf at the Meeting.** If you wish to appoint a person other than the names that appear, then strike out those printed names appearing on the proxy form and insert the name of your chosen proxyholder in the space provided.

NOTE: It is important to ensure that any other person you appoint is aware that his or her appointment to vote your Common Shares has been made and is attending the Meeting by teleconference and has registered for the teleconference following the instructions we provided in our Notice of the Meeting. Proxyholders should, upon arrival at the Meeting by teleconference, present themselves to a representative of Endeavor before the start of the Meeting. If your proxyholder is not present at the Meeting, then your shares will not be voted.

Q. What if my Common Shares are registered in more than one name or in the name of my Company?

A. If the Common Shares are registered in more than one name, all those registered must sign the form of proxy. If the Common Shares are registered in the name of a Company or any name other than yours, you should submit documentation that proves you are authorized to sign the proxy form, concurrently with the filing of your proxy.

Q. Can I revoke a proxy or voting instruction?

A. If you are a registered Shareholder and have returned a proxy, you may revoke it by:

- (a) by attending the Meeting via conference call and voting your Common Shares;
- (b) completing and signing a proxy bearing a later date, and delivering it to Endeavor no later than 10:00 a.m. (Vancouver time) on November 12, 2020 or, if the Meeting is adjourned or postponed, the day that is two (2) business days before any reconvening thereof; or
- (d) delivering a written statement revoking your proxy, signed by you or your authorized attorney to:
 - (i) the Corporate Secretary of CloudMD Software & Services Inc. at Suite 810 – 789 West Pender Street, Vancouver, BC, V6C 1H2 at any time up to and including the last business day prior to the Meeting or, if the Meeting is adjourned or postponed, the business day preceding the day to which the meeting is adjourned or postponed; or
 - (ii) to the Chairman of the Meeting prior to the start of the Meeting.

If you are a non-registered Shareholder, contact your nominee.

Q. Is my vote confidential?

A. Your proxy vote is confidential. Proxies are received, counted and tabulated by our transfer agent, Endeavor. Endeavor does not disclose the results of individual shareholder votes unless: (i) they contain a written comment clearly intended for management; (ii) in the event of a proxy contest or proxy validation issue; or if necessary, to meet legal requirements. Proxy voting records are routinely shared with management and counsel in the days prior to the Meeting.

Q. How many common shares are outstanding?

A. As of October 9, 2020, there were 134,117,110 Common Shares issued and outstanding. We have no other class or series of voting shares outstanding.

Q. How do I participate in and vote at the live audio teleconference of the Meeting?

A. The Company has arranged for participation in the Meeting by way of a live audio teleconference. A summary of the information Shareholders will need to attend the Meeting via the live audio teleconference is provided below. The Meeting will begin at 10:00 a.m. (Pacific time) on November 16, 2020.

In order to vote during and be permitted to ask questions at the conclusion of the Meeting, registered Shareholders and duly appointed proxy holders must register with Chorus Call via the following link prior to 8:30 a.m. (Pacific time) on Thursday, November 12, 2020:

<http://services.choruscall.ca/DiamondPassRegistration/register?confirmationNumber=10011525&linkSecurityString=9e48958e4>

After the registration has been completed, such registered Shareholders and duly appointed proxy holders will be assigned a unique PIN and dial-in telephone number. It is recommended that you attempt to connect at least ten minutes prior to the scheduled start time of the Meeting.

For all other Shareholders and stakeholders wishing to attend the Meeting by teleconference, but without the ability to ask questions from management, please dial the following toll-free or international toll number approximately five minutes prior to the start of the Meeting and ask the operator to join the Annual General and Special Meeting of Shareholders of CloudMD Software & Services Inc.:

Toll-free (Canada/U.S.): **+1-800-319-4610** or

Toll (international): **+1-604-638-5340**

If you wish to appoint a proxy to represent you at the live audio teleconference of the Meeting, you must submit your proxy form or voting instruction ("VIF"), as applicable, prior to registering your proxy. Registering a proxy is an additional step you must complete once you have submitted your proxy form or VIF, as applicable. Failure to register a duly appointed proxy will result in the proxyholder not receiving a teleconference access to participate in the Meeting. To register a proxy, you must deposit it with the Transfer Agent by 10:00 a.m. (Vancouver time) on November 12, 2020, and provide the Transfer Agent with your proxyholder's contact information, so that Endeavor may provide your proxyholder with registration details. **Without registration details, proxyholders will not be able to vote at the Meeting.**

It is important that you are connected to the teleconference at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting.

If you are a registered Shareholder or if you are a duly appointed proxyholder and have been assigned registration details by Endeavor, you will be able to vote and submit questions during the Meeting using the assigned teleconference number and access code.

Q. What if I have other questions?

A. If you have a question regarding the Meeting, please contact Endeavor Trust Corporation at 604-559-8880 or CloudMD Software & Services Inc. at 604-687-2038.



INFORMATION CIRCULAR

as at October 9, 2020
(except as otherwise indicated)

This Information Circular is furnished in connection with the solicitation of proxies by the management of CLOUDMD SOFTWARE & SERVICES INC. (the “Company”) for use at the annual general and special meeting (the “Meeting”) of its shareholders to be held on November 16, 2020 at the time and place and for the purposes set forth in the accompanying Notice of the Meeting.

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

The Company is not relying on the “Notice and Access” delivery procedures outlined in NI 54-101 to distribute copies of proxy-related materials in connection with the Meeting by posting them on a website.

Under the Company’s Articles, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

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 officers and/or directors 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 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.

In order to be voted, the completed form of proxy must be received by the Company's registrar and transfer agent, Endeavor Trust Corporation (the "**Transfer Agent**" or "**Endeavor**") at their offices located at 702 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4 by mail, or by fax at 604-559-8908, or by email at proxy@endeavortrust.com, no later than 10:00 am on Thursday, November 12, 2020, or at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of any adjournment or postponement of the Meeting.

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**" for 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. These VIFs are to be completed and returned to Endeavor in the envelope provided or by facsimile. In addition, Endeavor provides both telephone voting and internet voting as described on the VIF itself which contain complete 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 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 and to vote your Common Shares at the Meeting.**

Notice to Shareholders in the United States

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

Revocation of Proxies

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

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a Company, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to the Company's Transfer Agent or to the address of the registered office of the Company at Suite 810 – 789 West Pender Street, Vancouver, British Columbia Canada V6C 1H2, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the registered shareholder's Common Shares.

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

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

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year 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, the appointment of the auditor, and as may be set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors (the “**Board**”) of the Company has fixed October 9, 2020 as the record date (the “**Record Date**”) for 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.

The authorized capital of the Company consists of an unlimited number of Common Shares. As of October 9, 2020, there were 134,117,110 Common Shares issued and outstanding, each carrying the right to one vote. No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares.

As at December 31, 2019, the Company had 13,056,068 common shares held in escrow. Escrow shares will be released as follows:

- 1,800,000 shares were released on January 1, 2020, and the same amount will be released every six months thereafter until the last 1,800,000 shares are released on August 1, 2021.
- 1,973,684 shares were released on January 28, 2020.
- 686,477 shares were released on January 17, 2020, and the same amount will be released every four months thereafter until the last 686,477 shares are released on May 17, 2021.
- 25,000 shares were released on January 16, 2020, and the same amount will be released every month thereafter until the last 25,000 shares are released on April 19, 2021.
- 5,000 shares were released on January 16, 2020, and the same amount will be released every month thereafter until the last 5,000 shares are released on October 19, 2020.

To the knowledge of the directors and executive officers of the Company, as at October 9, 2020, no persons beneficially own, directly or indirectly, or exercise control or direction over, voting securities carrying 10% or more of the voting rights attached to all the issued and outstanding securities of the Company, other than as described below:

Name and Municipality of Residence	Type of Ownership	Number of Shares	Percentage of Shares Owned
CDS & Co	Indirect ⁽¹⁾	117,546,853	87.645% ⁽²⁾

Note:

(1) CDS & CO is a share depository, the beneficial ownership of which is unknown to the Company.

(2) Based on 134,117,110 Shares issued and outstanding as of October 9, 2020.

FINANCIAL STATEMENTS

The audited financial statements of the Company for the Company’s fiscal year ending December 31, 2018 and December 31, 2019, the report of the auditor thereon and the related management’s discussion and analysis were filed on SEDAR at www.sedar.com on April 30, 2019 and May 11, 2020 respectively, and will be tabled at the Meeting and will be available at the Meeting.

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast at the Meeting is required to pass the resolutions described herein. A special resolution is a resolution passed by at least two-thirds of the votes cast on the resolution. 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.

COMPENSATION OF EXECUTIVE OFFICERS

The following Statement of Executive Compensation is prepared in accordance with applicable securities legislation, and its purpose is to provide disclosure of all compensation earned by certain executive officers and directors in connection with their position as an officer of or consultant to the Company.

General

For the purpose of this Statement of Executive Compensation:

"Company" means CloudMD Software & Services Inc.;

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

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

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

"external management company" includes a subsidiary, affiliate or associate of the external management company;

"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;

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

Based on the foregoing definition, during the last two completed fiscal years ended December 31, 2018 and December 31, 2019, the Company had two (2) NEOs, namely, Essam Hamza, CEO, and Mena Beshay, CFO.

Director and NEO Compensation

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or a director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary for each of the Company's 2 most recent completed financial years:

Table of compensation excluding compensation securities							
Name and position	Year Ended Dec 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Essam Hamza ⁽¹⁾ Director and CEO	2019	240,000	-	-	-	-	240,000
	2018	120,000	-	-	-	-	120,000
Yari Nieken ⁽²⁾ Former Director and Former Interim CEO	2019	-	-	-	-	-	-
	2018	-	-	-	-	-	-
Brenda Rasmussen ⁽³⁾ Former Director and Former CEO	2019	-	-	-	-	-	-
	2018	16,518	-	-	-	-	16,518
Donald Gordon ⁽⁴⁾ Former Director and Former CFO	2019	-	-	-	-	-	-
	2018	47,242	-	-	-	-	47,242
Katherine Badali ⁽⁵⁾ Former Director	2019	-	-	-	-	-	-
	2018	-	-	-	-	-	-
Brian Peterson ⁽⁶⁾ Former Director	2019	-	-	-	-	-	-
	2018	-	-	-	-	-	-
Mena Beshay ⁽⁷⁾ CFO	2019	100,000	-	-	-	-	100,000
	2018	25,000	-	-	-	-	25,000
Christopher Cherry ⁽⁸⁾ Director	2019	-	-	-	-	-	-
	2018	-	-	-	-	-	-
Amit Mathur ⁽⁹⁾ Director & President	2019	-	-	-	-	-	-
	2018	-	-	-	-	-	-
Mark Kohler ⁽¹⁰⁾ Director	2019	-	-	-	-	-	-
	2018	-	-	-	-	-	-

Notes

1. Essam Hamza was appointed as Director on August 2, 2018 and appointed as CEO on August 31, 2018.
2. Yari Nieken was appointed as Interim CEO on July 6, 2018 and resigned as Interim CEO on August 31, 2018. He was appointed as Director on July 13, 2018 and resigned as Director on September 24, 2019.
3. Brenda Rasmussen was appointed as a Director and CEO on February 4, 2016. Brenda Rasmussen resigned as CEO on July 6, 2018 and resigned as Director on May 16, 2019.
4. Donald Gordon was appointed as Director and CFO on September 19, 2013. Donald Gordon resigned as CFO on January 25, 2019 and resigned as Director on March 18, 2020.
5. Katherine Badali was appointed as Director on February 4, 2016 and resigned as Director on August 2, 2018.
6. Brian Peterson was appointed as Director on September 19, 2013 and resigned as Director on February 20, 2018.
7. Mena Beshay was appointed as CFO on January 25, 2019.
8. Christopher Cherry was appointed as Director on September 24, 2019.
9. Amit Mathur was appointed as Director on January 10, 2020 and appointed as President on February 4, 2020.
10. Mark Kohler was appointed as Director on March 18, 2020 and appointed as Chairman on May 14, 2020.

Essam Hamza Director and CEO	Stock Options	800,000 / 800,000 Common Shares	Aug 13, 2018	\$0.50	\$0.35	\$0.355	Aug 12, 2023
		200,000 / 200,000 Common Shares	Jan 13, 2020	\$0.50	\$0.495	\$0.355	Jan 12, 2025
		300,000 / 300,000 Common Shares	Jul 20, 2020	\$0.70	\$0.60	\$0.355	Jul 19, 2025
		100,000 / 100,000 Common Shares	Sept 29, 2020	\$2.15	\$2.15	\$0.355	Sept 28, 2025
Mena Beshay CEO	Stock Options	400,000 / 400,000 Common Shares	Aug 13, 2018	\$0.50	\$0.35	\$0.355	Aug 12, 2023
		200,000 / 200,000 Common Shares	Jan 13, 2020	\$0.50	\$0.495	\$0.355	Jan 12, 2025
		300,000 / 300,000 Common Shares	Jul 20, 2020	\$0.70	\$0.60	\$0.355	Jul 19, 2025
		100,000 / 100,000 Common Shares	Sept 29, 2020	\$2.15	\$2.15	\$0.355	Sept 28, 2025

Exercise of Compensation Securities by Directors and NEOs

No named executive officer or director of the Company exercised any outstanding compensation securities during the financial years ended December 31, 2018 and December 21, 2019.

Stock Option Incentive Plan

The Company has a Share Option Plan dated September 28, 2020 (the “**Option Plan**”), which provides that the maximum aggregate number of shares that may be reserved for issuance under the Option Plan at any point in time is 10% of the outstanding shares at the time shares are reserved for issuance as a result of the grant of an option, less any Common Shares reserved for issuance under share compensation arrangements other than the Company’s restricted share unit plan. A copy of the Option Plan is attached as Schedule “B” to this Information Circular.

All grants of Options to the NEOs are reviewed and approved by the Board. In evaluating option grants to a NEO, the Board evaluates a number of factors including, but not limited to: (i) the number of Options already held by such NEO; (ii) a fair balance between the number of Options held by the NEO concerned and the other executives of the Company, in light of their responsibilities and objectives; and (iii) the value of the Options (generally determined using a Black-Scholes analysis) as a component in the NEOs overall compensation package (collectively the “**Outstanding Shares**”).

Material Terms of Share Option Plan

Pursuant to the Option Plan, Options will be granted at the discretion of the Board to optionees (“**Optionees**”) under the Option Plan.

Under the policies of the Exchange, to be eligible for the issuance of an Option under the Option Plan, an Optionee must either be an Eligible Charitable Organization, or a Director, Employee, or Consultant (as such terms are defined in the policies of the Exchange) of the Company or its subsidiary at the time the Option is granted. Options may be granted only to an individual or to a non-individual that is wholly owned by individuals eligible for an Option grant. If the Option is granted to a non-individual, it must provide the Exchange with an undertaking that it will not permit any transfer of its securities, nor issue further securities, to any individual or other entity as long as the Option remains in effect, without the consent of the Exchange and the Company.

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

- (a) all Options granted under the Option Plan are non-assignable and non-transferable and exercisable for a period of up to ten (10) years;
- (b) for Options granted to employees or service providers (inclusive of management company employees), the Company must ensure that the proposed Optionee is a bona fide employee or service provider (inclusive of management company employees), as the case may be, of the Company or any subsidiary;
- (c) Options may be exercised the greater of 12 months after the date of cessation of being an Optionee (or such other time, not to exceed 12 months as shall be determined by the Board as at the time of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Options) and 90 days following cessation of the Optionee’s position with the Company, and only to the extent that such Options were vested at the date the Optionee ceased to hold its position with the Company, provided that if the cessation of office, directorship, or technical consulting arrangement was by reason of death, the Option may be exercised within a maximum period of one year after such death, subject to the expiry date of such Option;
- (d) the minimum exercise price of an Option granted under the Option Plan must not be less than the Discounted Market Price (as defined by the Exchange);
- (e) Options granted to technical consultants cannot exceed 2% of the issued and outstanding Common Shares in any one year; and
- (f) subject to (e) above, no Optionee can be granted Options to purchase more than 5% of the outstanding listed Common Shares in any one year period unless disinterested shareholder approval is obtained.

As at October 9, 2020, there were 134,117,110 Common Shares outstanding.

Restricted Share Unit Plan

Nature and Administration of the RSU Plan

The Company has a restricted share unit plan dated September 28, 2020 that has been approved by the Board, and subject to disinterested shareholder approval and TSX Venture Exchange approval. A copy of the Option Plan is attached as Schedule “C” to this Information Circular.

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

Subject to certain restrictions, the Human Resources and Compensation Committee (the “**Committee**”) can, from time to time, award RSUs in its discretion to any Eligible Persons. RSUs will be credited to an account maintained for each Participant on the books of the Company as of the award date. The number of RSUs to be credited to each Participant's account in respect of a fiscal year shall be determined by dividing: (a) the dollar amount of the portion of the Participant's compensation which the Committee, in its sole discretion, determines to be paid as RSUs; by (b) the Fair Market Value (as defined in the RSU Plan) per Common Share on the award date. Any fractional RSUs resulting from this calculation will be rounded to the nearest whole number.

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

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

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

Credits for Dividends

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

Acquisition of Vested RSUs

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

Resignation, Termination, Leave of Absence or Death

Generally, and subject to any express resolution passed by the Committee, if a Participant's employment or service is terminated, or if the Participant resigns from employment with the Company, then any RSUs credited to him or her under the RSU Plan which have not vested on or before the Separation Date (as defined in the RSU Plan) for the Participant are forfeited, cancelled and terminated without payment effective on the Separation Date. The Participant may, but only within the thirty (30) days following the Separation Date, deliver a completed Notice of Acquisition to the Company to acquire Common Shares for previously vested RSUs (if any). Any vested RSUs which the Participant has not delivered a completed Notice of Acquisition for shall be forfeited and cancelled effective at 4:00 p.m. (Vancouver time) on such 30th day.

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

Upon the death of a Participant, any RSUs granted to a Participant which, as of the date of the death have not yet vested, immediately vest. Any RSUs granted to the Participant under the Plan shall be forfeited and cancelled effective at 4:00 p.m. (Vancouver time) on the first year anniversary of the death of the Participant and shall terminate without payment and shall be of no further force or effect from and after such time.

Control Change

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

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

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

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

then the Award shall immediately vest on the Separation Date and the Payment Amount shall be equal to the number of Common Shares determined on the Separation Date multiplied by the number of RSUs in the Participant's Account, net of applicable withholding tax. Notwithstanding the foregoing, the Committee may, in its

sole and absolute discretion, provide in the Award Notice evidencing the Award a provision to the effect that these provisions shall not apply in respect of that Award or shall apply on such modified basis as is expressly set forth in such Award Notice.

Adjustments

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

Discretion to Permit Vesting

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

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

Common Shares Reserved

Subject to adjustment as may be permitted under the RSU Plan, the maximum number of Common Shares which may be reserved for issuance under the Plan at any time shall be 9,687,030 Common Shares.

Limitations under the RSU Plan

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

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

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

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

Status of Terminated RSUs

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

Amendment, Suspension, or Termination of Plan

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

If the Committee suspends or terminates the RSU Plan, no new RSUs will be credited to the account of a Participant; however, previously credited RSUs shall remain outstanding but shall not be entitled to dividend credits following suspension or termination unless at the time of suspension or termination the Committee determines that the entitlement to dividend credits during suspension or after termination, as applicable, should be continued.

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

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

The RSU Plan will terminate on the date upon which no further RSUs remain outstanding provided that such termination is confirmed by a resolution of the Committee.

In order for the resolution approving and adopting the RSU Plan to be effective, it must be approved by the affirmative vote of a majority of the votes cast in respect thereof by relevant disinterested shareholders present in person or by proxy at the Meeting. Refer also to heading below **“PARTICULARS OF MATTERS TO BE ACTED UPON – Approval of Restricted Share Unit Plan”**.

Phantom Unit Plan

Effective September 30, 2020, the Company established a cash-based performance and restricted share unit plan (the **“Phantom Unit Plan”**). The Phantom Unit Plan was designed to (i) ensure that interests of key persons are aligned with the success of the Company; (ii) provide compensation opportunities to attract, retain and motivate key employees, including executive management, directors, and senior consultants (**“Eligible Employees”**) of the Company and its subsidiaries; (iii) create an ownership mentality among key employees; and (iv) mitigate excessive risk taking by Company employees.

The Phantom Unit Plan is administered by the Board, which has the sole and absolute discretion to administer the plan. Subject to other terms and conditions of the Phantom Unit Plan, as the Board (or the Plan Administrator, if applicable) may prescribe, the Board may from time to time grant Restricted Share Units to eligible employees.

The Phantom Unit Plan provides for the granting of restricted share units (“**Phantom RSUs**”) to Eligible Employees.

Subject to the terms of the Phantom Unit Plan, within 30 days after each relevant Trigger Date, but in no event later than the Expiry Date, the Eligible Employees will receive a payment equal in amount to: (a) the number of Phantom RSU’s vested on the Trigger Date; multiplied by (b) the Fair Market Value on the Trigger Date, net of any withholding taxes and other source deductions required by law to be withheld by the Corporation or otherwise imposed in accordance with Section 2.3 (*taxes and other source deductions*). Upon payment, the number of Phantom RSUs redeemed will be deducted from the Participant’s account.

Subject to the terms of the Phantom Unit Plan, the Board may, in its sole discretion and without prior notice to or approval by any Eligible Employee, at any time and from time to time (a) amend or suspend the Phantom Unit Plan in whole or in part, (b) amend or discontinue any Phantom RSUs granted under the Phantom Unit Plan, (c) establish, amend and rescind any rules and regulations relating to the Phantom Unit Plan, (d) correct any defect or supply any omission or reconcile any inconsistency in the Phantom Unit Plan and (e) terminate the Phantom Unit Plan, including in the event of a Corporate Transaction.

If the Board terminates the Phantom Unit Plan, no new Phantom RSUs will be credited to the Account of an Eligible Employee, but any previously credited Phantom RSU’s will be redeemed in accordance with the terms and conditions of the Phantom Unit Plan existing at the time of termination. Termination of the Phantom Unit Plan will not affect the ability of the Board or the Plan Administrator to exercise the powers granted to it hereunder with respect to Phantom RSUs granted under the Phantom Unit Plan prior to the date of such termination. Thereafter, the Phantom Unit Plan will cease to operate for all purposes following the redemption and payment of the last remaining Restricted Share Units.

As at the date of this Circular, no Phantom RSUs have been granted to Eligible Employees.

Employment, consulting and management agreements

Please see section titled “External Management Companies”.

Oversight and description of director and named executive officer compensation

The primary goal of the Company’s executive compensation program is to attract and retain the key executives necessary for the Company’s long term success, to encourage executives to further the development of the Company and its operations, and to motivate top quality and experienced executives. The key elements of the executive compensation program are: (i) base salary; (ii) potential annual incentive award; and (iii) incentive stock options. The directors are of the view that all elements of the total program should be considered, rather than any single element.

The Board of Directors is 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 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.

The Board of Directors periodically reviews the compensation paid to directors, officers, and management based on such factors as: i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; ii) providing fair and competitive compensation; iii) balancing the interests of management and the Company’s shareholders; and iv) rewarding performance, both on an individual basis and with respect to operations in general.

In general, the Company will provide a specific benefit or perquisite only when it provides competitive value and promotes retention of executives, or when the perquisite provides shareholder value, such as ensuring the health of executives. The limited perquisites the Company provides its executives may include a parking allowance or a fee for each board or Audit Committee meeting attended, to assist with their out-of-pocket costs, such benefits and perquisites as set out, respectively, in the “Table of compensation excluding compensation securities” above.

Pension disclosure

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

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, as set forth in the following:

The Audit Committee’s Charter

The Company’s Board adopted an Audit Committee charter on February 20, 2020 and the charter is attached as Schedule “A” to this Information Circular.

Composition of the Audit Committee

The Audit Committee is comprised of the following members:

Name and Office (if any)	Independent	Financially Literate
Amit Mathur	No	Yes
Mark Kohler	No	Yes
Christopher Cherry	Yes	Yes

Relevant Education and Experience

Messrs. Mathur, Kohler, and Cherry have many years of practical business experience, and meet the criteria of “financially literate” as outlined in NI 52-110. Please refer to the chart in the Election of Directors section in this Information Circular.

Audit Committee Oversight

As at the years ended December 31, 2018 and December 31, 2019, the Audit Committee did not make any recommendations to the Board to nominate or compensate any auditor other than Buckley Dodds Parker LLP.

Reliance on Certain Exemptions

The Company is exempt from the requirements of Part 3 Composition of the Audit Committee and Part 5 *Reporting Obligations* of NI 52-110, which exempts "venture issuers" from the requirements regarding the composition of the Audit Committee and certain disclosure obligations.

Pre-Approval Policies and Procedures

Specific policies for the engagement of non-audit services are referred to in the Company’s Audit Committee Charter attached as Schedule “A” to this Information Circular.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the non-audited services provided by the Company’s external auditors to ensure auditor independence. The fees billed by the Company’s external auditors in each of the last two financial years for audit and non- audit related services provided to the Company or its subsidiaries (if any) are as follows:

Financial Year Ended December 31	Audit Fees (\$)	Audit-Related Fees (\$)	Tax Fees (\$)	All Other Fees (\$)
2019	45,000	-	-	-
2018	29,925	-	1,995	-

Notes:

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

Exemption

The Company is exempt from the requirements of Part 3 Composition of the Audit Committee and Part 5 Reporting Obligations of NI 52-110.

CORPORATE GOVERNANCE

General

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to the shareholders of the company. Corporate governance encourages the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices; as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making. The Company has adopted Corporate Governance Policies and the Board shall: (1) review its Board Mandate and Corporate Governance Guidelines (the "Guidelines") on an annual basis; (2) review whether any director who has a change of employer or primary occupation, or whose occupational responsibilities are substantially changed from when the director was elected to the Board (excluding retirement), should resign as a director of the Company, considering whether or not the new occupation of the director is consistent with the specific rationale for originally selecting that individual as a director of the Company; (3) review critically each director's continuation on the Board every year considering, among other things, a director's service on other boards and the time involved in such other service; and (4) establish a process for the evaluation of the performance of the Board and each of its committees, which should include a solicitation of comments from all directors and a report annually to the Board on the results of this evaluation.

Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Company's Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

The responsibilities of the directors under its Corporate Governance Charter are to exercise their business judgment to act in a manner they reasonably believe to be in the best interests of the Company and its shareholders. Directors must be willing to devote sufficient time and effort to learn the business of the Company, and must ensure that other commitments do not materially interfere with service as a director. In discharging

their obligations, directors are entitled to rely on management and the advice of the Company’s outside advisors and auditors, but must at all times have a reasonable basis for such reliance. Directors are expected to spend the time needed to properly discharge their responsibilities.

The independent directors are given full access to management so that they can develop an independent perspective and express their views and communicate their expectations of management.

The independent member of the Board is Christopher Cherry. Essam Hamza is not considered independent by virtue of his being the Chief Executive Officer of the Company, Amit Mathur is not considered independent by virtue of him being President of the Company, and Mark Kohler is not considered independent by virtue of him being Chairman of the Company.

Directorships

The directors of the Company that are currently serving on boards of the following other reporting companies (or equivalent) is as set out below:

Director	Other Reporting Issuer(s)	Exchange
Essam Hamza	None	N/A
Christopher Cherry	Petrichor Energy Inc. NRG Metals Inc. Block One Capital Inc. Harvest Gold Corporation American Biofuels Inc. Premier Health Group Inc. Anquiro Ventures Ltd. Clydesdale Resources Inc. Corsurex Resource Corp.	TSXV TSXV TSXV TSXV TSXV CSE TSXV NEX CSE
Amit Mathur	None	N/A
Mark Kohler	Exelerate Capital Corp. Crystal Bridge Enterprises Inc.	TSX-V TSX-V

Orientation and Continuing Education

When new directors are appointed, they receive orientation, commensurate with their previous experience, on the Company’s business, technology and industry and on the responsibilities of directors.

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

Ethical Business Conduct

The board monitors the ethical conduct of the Company and ensures that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges. The board has found that the fiduciary duties placed on individual directors by our governing corporate legislation and the common law, as well as the restrictions placed by applicable corporate legislation on the individual director’s participation in decisions of the board in which the director has an interest, have been sufficient to ensure that the board operates independently of management and in the best interests of the Company.

Nomination of Directors

The directors will be elected each year by the shareholders at the annual meeting of shareholders. The Board proposes a slate of nominees to the shareholders for election to the Board at such meeting. Between annual meetings of shareholders, the Board may fill casual vacancies on the Board and, subject to the Company's Articles, increase the size of the Board and elect directors to fill the resulting vacancies until the next annual meeting of shareholders.

Each director should possess the following minimum qualifications: (a) the highest personal and professional ethics, integrity and values; (b) commitment to representing the long-term interests of the shareholders; (c) relevant business or professional experience; and (d) sufficient time to effectively fulfill duties as a Board member. Non-management directors will endeavour to recommend qualified individuals to the Board who, if added to the Board, would provide the mix of director characteristics and diverse experiences, perspectives and skills appropriate for the Company.

The Board will endeavour to have a sufficient number of directors who meet the criteria for independence, as defined in National Instrument 52-110, Audit Committees, as may be amended or replaced from time to time, in order to meet the Audit Committee independence requirements of such instrument.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at December 31, 2018, the Company had \$43,001 due from the former CFO and a company owned by the former CFO. The former CFO was also a director of the Company as at December 31, 2019. This amount is non-interest bearing. This amount owing to the Company by the former CFO was assigned to the former CEO, as part of the settlement agreement entered on April 1, 2019.

As at December 31, 2018, the Company had \$220,000 receivable from Explorinvest Capital Corp., a company partially owned by the former CFO of the Company. During the year ended December 31, 2018, this note was converted into a convertible promissory note, with accrued interest of 6.5% per annum, payable on April 1, 2019. The Company had the right to convert this promissory note at any time at \$0.25 per share. This note owing to the Company was assigned to the former CEO, as part of the settlement agreement entered on April 1, 2019.

As at December 31, 2018, the Company had a convertible debenture valued at \$1,451,786 to the former CEO. During the 12-month period ended December 31, 2019, \$44,174 of accretion expense, and \$42,156 of interest expense, for a total of \$86,330 was recorded as accretion and interest expense (2018 - \$315,582). On April 1, 2019, a settlement agreement was entered to complete the full transfer of the Company's 99.9% ownership of Clinicas and the forgiveness of the convertible debenture issued on the original purchase of 99.9% of Clinicas.

As at December 31, 2019, included in accounts payable, is \$Nil (2018 - \$14,766) owing to directors of the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no proposed nominee for election as a director, and no director or executive officer of the Company who has served in such capacity since the beginning of the last financial year of the Company, and no shareholder holding of record or beneficially, directly or indirectly, more than 10% of the Company's outstanding common shares, and none of the respective associates or affiliates of any of the foregoing, had (or has) any interest in any transaction with the Company since the commencement of our most recently completed financial years ended December 31, 2018 and December 31, 2019, or in any proposed transaction, that has materially affected the Company or is likely to do so.

MANAGEMENT CONTRACTS

Please see section under “External Management Companies”.

PARTICULARS OF MATTERS TO BE ACTED UPON

Fix the Number of Directors

There are currently four (4) directors of the Company. Shareholders will therefore be asked to approve an ordinary resolution that the number of directors elected to be fixed at four (4). **Unless otherwise directed, it is the intention of management proxyholders to vote proxies, in the accompanying form, FOR the approval of setting the number of directors to be elected at the Meeting at four (4).**

Election of Directors

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

The Shareholders are entitled to elect the directors. The individuals named below have been nominated for election as directors of the Company and have consented to such nomination.

Unless authority to vote on the election of directors is withheld, it is the intention of management proxyholders to vote proxies, in the accompanying form, FOR the election of the named nominees below as directors of the Company.

The following disclosure sets out the names of management’s six nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, the principal occupation, business or employment of each director nominee, the period of time during which each nominee has been a director of the Company, and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at October 9, 2020.

Name, Province, Country of Residence & Position(s)	Principal Occupation Business or Employment for Last Five Years	Date Elected or Appointed as Director	Shares Beneficially Owned or Controlled ⁽¹⁾
<i>Essam Hamza⁽²⁾</i> <i>Surrey, BC</i>	See “Details of Directors Not Previously Elected by a Shareholder” below	July 5, 2018	4,041,000 common shares Nil warrants 1,200,000 options
<i>Christopher Cherry⁽²⁾</i> <i>Vancouver, BC</i>	See “Details of Directors Not Previously Elected by a Shareholder” below	September 24, 2019	Nil common shares Nil warrants 100,000 options
<i>Amit Mathur</i> <i>Vancouver, BC</i>	See “Details of Directors Not Previously Elected by a Shareholder” below	January 10, 2020	56,249 common shares Nil warrants 650,000 options
<i>Mark Kohler⁽²⁾</i> <i>Toronto, ON</i>	See “Details of Directors Not Previously Elected by a Shareholder” below	March 18, 2020	315,000 common shares 25,000 warrants 130,000 options

Notes:

- The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees and from insider reports available at www.sedi.ca. Each nominee has held the same or a similar principal occupation with the organization indicated or a predecessor thereof for the last five years.
- Member of Audit Committee

Dr. Essam Hamza – Dr. Hamza completed his MD and Family Practice degree at the University of Alberta. He founded HealthVue in 2005 and has since grown the business to include four interconnected high-tech clinics serving over 100,000 patients. He also has a wide range of public company and capital market experience, helping fund and take private companies public and serving on public company boards.

Christopher Cherry – Mr. Cherry has over 14 years of corporate accounting and audit experience. He has held senior-level positions for several public companies, including director, CFO and secretary.

Amit Mathur – Dr. Amit Mathur has nearly 20 years of health experience as an optometrist and entrepreneur. He cofounded Omni & Vision, a multi-location eye care clinic group and has been a consultant/lecturer to several pharma companies and participated on their advisory panels. Growing up in Northern BC has given him a passion for rural healthcare and Indigenous health. He has combined this health-based knowledge with business experience as a past partner at a Vancouver based boutique business consulting firm and as a board advisor to both an AI computer vision company in sports/media and a BC data driven business accelerator.

Mark Kohler – Mark has over 32 years of experience as an entrepreneur, financial executive, board member, and investor at leading North American healthcare, technology, and financial services companies. He currently leads Exelerate Inc., a strategic advisory group specializing in corporate development and strategy, M&A, and growth capital funding. He was recently the Executive Chairman at QHR Corporation (TSXV:QHR) where he led the Board and management through the profitable transformation and strategic re-alignment of its healthcare businesses and ambulatory EMR solution; a process that resulted in the sale of the company to Loblaw Companies Limited for approx. \$170 million. Most recently, he was the Audit Committee Chairman at Versapay Corporation (TSXV:VPY), which was sold to a U.S. based PE Fund in February 2020 for \$126 million, which represents an approximate 282% return for shareholders since he joined the Board in 2017.

Management recommends the approval of each of the nominees listed above for election as a director of CloudMD for the ensuing year.

Management does not contemplate that any of its nominees will be unable to serve as directors. If any vacancies occur in the slate of nominees listed above before the Meeting, then the Designated Persons intend to exercise discretionary authority to vote the CloudMD Shares represented by proxy for the election of any other persons as directors.

Cease Trade Orders

Christopher Cherry, a director of the Company, is the CFO and a director of Wolfeye Resource Corp. (“**Wolfeye**”). On August 7, 2013, the British Columbia Securities Commission (the “**BCSC**”) and the Alberta Securities Commission (the “**Commissions**”) issued a cease trade order (the “**CTO**”) against Wolfeye, its directors, officers and insiders for failure of Wolfeye to file its audited financial statements and management’s discussion & analysis and related certifications for the year ended March 31, 2013 (collectively, the “**Financial Materials**”). On August 8, 2013, trading in Wolfeye’s common shares was suspended by the TSX Venture Exchange (“**TSXV**”) for failure to file the Financial Materials. Wolfeye filed the Financial Materials with the Commissions and the CTO was lifted by the Commissions on September 26, 2013. Wolfeye applied to the TSXV to lift the trading suspension and, after satisfying all of the conditions of the TSXV, the suspension was lifted and trading in Wolfeye’s common shares recommenced on October 30, 2013.

Mr. Cherry is currently the CFO of Mexivada Mining Corp. (“**Mexivada**”). On October 29, 2010, at the request of management of Mexivada, the BCSC issued a CTO against the insiders of Mexivada for not filing comparative financial statements for its financial year ended June 30, 2010 and the related management’s discussion and analysis for the same period. The CTO was rescinded on November 30, 2010 and is no longer in effect. On October 31, 2011, at the request of management, the BCSC issued a CTO against the insiders of Mexivada for not filing comparative financial statements for its financial year ended June 30, 2011 and the related management’s discussion and analysis for the same period. The CTO was rescinded on November 24, 2011 and is no longer in effect. On October 31, 2012, at the request of management, the BCSC issued a CTO against the insiders of

Mexivada for not filing comparative financial statements for its financial year ended June 30, 2012 and the related management's discussion and analysis for the same period. The cease trade order is still in effect.

Mr. Cherry was a former director and officer of 1040426 BC Ltd., 1040433 BC Ltd., 1040440 BC Ltd., 1040442 BC Ltd. and Genix Pharmaceutical Corp., companies that are reporting issuers in the provinces of British Columbia and Alberta. On December 2, 2016, the BCSC issued a CTO against these companies, their directors, officers and insiders for failure to file audited financial statements and management's discussion & analysis and related certifications for the year ended July 31, 2016. The BCSC also issued deficiency notices to each of 1040440 BC Ltd. and Genix Pharmaceutical Corp. for failure to file first quarter financial statements and management's discussion & analysis for the period ended October 31, 2016. On May 23, 2017, the BCSC issued revocation orders for each of 1040426 BC Ltd., 1040433 BC Ltd. and 1040442 BC Ltd. and the CTOs were lifted. The CTO remains in effect for 1040440 BC Ltd. and Genix Pharmaceutical Corp.

Mr. Cherry is currently the CFO of Block One Capital Inc. ("**Block One**"). On January 2, 2019, at the request of management of Block One, the BCSC issued a CTO against the insiders of Block One for not filing comparative financial statements for its financial year ended August 31, 2018 and the related management's discussion and analysis for the same period. The CTO was rescinded on January 31, 2019 and is no longer in effect.

Mr. Cherry is the CFO of NetCents Technology Inc. ("**NetCents**"). On March 1, 2019, at the request of management of NetCents, the BCSC issued a CTO against the insiders of NetCents for not filing comparative financial statements for its financial year ended October 31, 2018 and the related management's discussion and analysis for the same period. On March 29, 2019, the BCSC issued a revocation order for NetCents and the CTO was lifted.

Mr. Cherry is the CFO and a director for Corsurex Resource Copr. ("**Corsurex**"). On May 6, 2019, the BCSC issued a CTO against the Company, its directors, officers and insiders for failure to file audited financial statements and management's discussion & analysis and related certifications for the year ended December 31, 2018. On May 16, 2019, the BCSC issued a revocation order for the Company and the CTO was lifted.

Mr. Cherry is the CFO of NetCents Technology Inc. ("**NetCents**"). On March 3, 2020, at the request of management of NetCents, the BCSC issued a CTO against the insiders of NetCents for not filing comparative financial statements for its financial year ended October 31, 2019 and the related management's discussion and analysis for the same period. The Company is working to remedy this matter.

Bankruptcies

Christopher Cherry, a director of the Company, was a former director and officer of Wellstar Energy Corp. ("**Wellstar**"). On March 24, 2017, the Court of Queen's Bench of Alberta granted an application of the Wellstar lenders, to appoint Grant Thornton Limited (the "**Receiver**") as receiver and manager over the assets, undertakings and property of WellStar and its wholly owned subsidiary Nexxtep Resources Ltd ("**Nexxtep**"). The Receiver was charged with managing the day to day affairs of the Company and Nexxtep during the period of its appointment.

Mr. Cherry resigned as CFO from Wellstar effective March 24, 2017 and as a director from Wellstar in May 2017. Mr. Cherry is not privy to any update on proceedings, and to the best of his knowledge, WellStar is still in the receivership with Grant Thornton subject to an asset sale of oil and gas assets.

Personal Bankruptcies

To the best of the Company's knowledge, no proposed director of the Company has, within ten (10) years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Securities Related Penalties and Sanctions

To the best of the Company's knowledge, no proposed director has been subject to, or entered into a settlement agreement resulting from:

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

Appointment of Auditor

At the Meeting, Buckley Dodds Parker LLP, Chartered Professional Accountant, located at Suite 1140 – 1185 West Georgia Street, Vancouver, British Columbia, V6E 4E6 will be recommended by management and the board of directors for appointment as auditor of the Company at a remuneration to be fixed by the directors. Effective April 4, 2016, Buckley Dodds Parker LLP, was appointed the Company's auditor.

The Company's management recommends that the shareholders vote in favour of the appointment of Buckley Dodds Parker LLP, Chartered Professional Accountant, as the Company's auditor for the ensuing year and grant the Board of Directors the authority to determine the remuneration to be paid to the auditor.

Unless otherwise directed, the management proxyholders intend to vote FOR the appointment of Buckley Dodds Parker LLP, Chartered Professional Accountant to act as the Company's auditor until the Company changes its auditor or until the close of its next annual general meeting and authorize the Board of Directors to fix the remuneration to be paid to the auditor.

Approval of 2020 Stock Option Incentive Plan

The Board adopted a Share Option Plan dated September 28, 2020 (the "**Option Plan**"). Please see "*Statement of Executive Compensation – Share Share-Based and Option-Based Awards – Share Option Plan*" for a summary of the Option Plan. In addition, the full text of the Option Plan is attached to this Circular as Schedule "B" and will also be available for review at the Meeting. A copy of the Option Plan is available upon request from the Company at Suite 810 – 789 West Pender Street, Vancouver, British Columbia, V6C 1H2, telephone number 604-687-2038 during business hours on any business day before the holding of the Meeting.

At the Meeting, shareholders will be asked to vote on the following ordinary resolution:

BE IT RESOLVED THAT

1. The Company's share option plan dated for reference September 28, 2020, and as described and included in the Information Circular be and is hereby ratified and approved until the next annual general meeting of the Company; and
2. Any one or more of the directors or officers of the Company is authorized and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution.

The Board of Directors recommends that the shareholders vote FOR approving the ratification and continuation of the Company's 10% "rolling" Stock Option Plan by ordinary resolution of Shareholders.

Approval of Restricted Share Unit Plan

The Board adopted a restricted share unit plan (the "**RSU Plan**") on September 28, 2020, the adoption is subject to the approval of relevant disinterested shareholders at the Meeting and final TSX Venture Exchange approval. The Board determined that it is desirable to have a wide range of incentive plans including the RSU Plan in place to attract, retain and motivate employees, directors and consultants of the Corporation.

The RSU Plan is a fixed plan which reserves for issuance a maximum of 13,411,711 common shares. As conditionally accepted by the TSX Venture Exchange, the common shares reserved for issuance under the RSU Plan will not be deducted from the number of common shares issuable under the Option Plan. However, the percentage limitations on insiders (as a group), on any one eligible persons and on consultants apply to the RSU Plan and Option Plan in aggregate. For insiders (as a group), subject to approval by disinterested shareholders of the Company or other requirements of applicable TSX Venture Exchange Policies, (i) the aggregate number of common shares reserved for issuance under the RSU Plan, Option Plan and any other share based compensation arrangements for insiders (as a group) at any point in time may not exceed 10% of the issued and outstanding common shares from time to time, and (ii) the maximum number of RSUs and Options that may be granted to insiders (as a group) under the RSU Plan, the Option Plan, together with any other share based compensation arrangements, within a 12-month period, may not exceed 10% of the issued and outstanding common shares calculated on the grant or award date. Subject to this 10% limitation, with the RSU Plan and the Option Plan available, the Company will have the flexibility to grant and award insiders any combination of RSUs and options as appropriate and determined under the Company's compensation policies as set out under "*Statement of Executive Compensation – Oversight and Description of Director and Named Executive Officer Compensation*".

Please see "*Statement of Executive Compensation – Share Share-Based and Option-Based Awards – Restricted Share Unit Plan*" for a summary of the RSU Plan. In addition, the full text of the RSU Plan is attached to this Circular as Schedule "C" and will also be available for review at the Meeting. A copy of the RSU Plan is available upon request from the Company at Suite 810 – 789 West Pender Street, Vancouver, British Columbia, V6C 1H2, telephone number 604-687-2038 during business hours on any business day before the holding of the Meeting.

Relevant disinterested shareholders, as described under the heading "*Votes Necessary to Pass Resolutions*" of this Circular, will be asked to consider and, if deemed appropriate, authorize, ratify, approve and confirm, subject to final regulatory approval, the RSU Plan (the "**RSU Plan Resolution**"). The RSU Plan Resolution must be approved by not less than a majority of the votes cast in respect thereof by shareholders other than insiders of the Company and their associates (as defined in TSX Venture Exchange Policies, collectively, the "**Insiders**"). See the heading "*Statement of Executive Compensation – Share-Based and Option-Based Awards – Restricted Share Unit Plan*" for more information on the RSU Plan.

In accordance with the policies of the TSXV, the RSU Plan must receive disinterested Shareholder approval being approved by ordinary resolution of the votes cast by shareholders present or represented by proxy at the Meeting other than those owned by insiders who are Eligible Persons under the RSU Plan.

At the Meeting, relevant disinterested shareholders will be asked to vote on the following ordinary resolution:

BE IT RESOLVED THAT:

1. The Company's Restricted Share Unit Plan, as described and included in the Information Circular, pursuant to which the directors may, from time to time, authorize the issuance of up to 13,411,711 common shares of the Company to directors, officers, employees, and consultants of the Company in accordance with the Restricted Share Unit Plan, is hereby authorized, ratified, approved and confirmed, subject to final regulatory approval; and
2. Any one or more of the directors or officers of the Company is authorized and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution.

The Board unanimously recommends shareholders vote FOR the adoption of the Restricted Share Unit Plan.

In the absence of instruction to the contrary, the persons designated by management in the Proxy intend to vote "FOR" the preceding resolution.

The Board recommends that you vote **FOR** the foregoing resolution. It is the intention of management proxyholders to vote proxies **FOR** approval of the above ordinary resolution unless otherwise directed.

ADDITIONAL INFORMATION

Financial information is provided in the audited financial statements of the Company for the years ended December 31, 2018 and December 31, 2019 the report of the auditor and the related management's discussion and analysis which were filed on SEDAR at www.sedar.com, of which will be placed before the Meeting.

Additional information relating to the Company is filed on SEDAR at www.sedar.com and upon request from the Company at Suite 810 – 789 West Pender Street, Vancouver, British Columbia Canada Tel: 604-687-2038 / Fax: 604-687-3141. Copies of documents will be provided free of charge to securityholders of the Company. The Company may require the payment of a reasonable charge from any person or company who is not a securityholder of the Company, who requests a copy of any such document.

OTHER MATTERS

Management of the Company is not aware of any other matters to come before the Meeting other than as set forth in the Notice of Meeting that accompanies this Information Circular. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

BOARD APPROVAL

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

DATED at Vancouver, British Columbia on October 9, 2020.

BY ORDER OF THE BOARD

Signed: "Essam Hamza"

ESSAM HAMZA
Director & Chief Executive Officer

**This is Schedule "A" to the Information Circular of
CLOUMD SOFTWARE & SERVICES INC.**

AUDIT COMMITTEE CHARTER

**CLOUDMD SOFTWARE & SERVICES INC.
(THE "COMPANY")**

AUDIT COMMITTEE CHARTER

MANDATE

The primary function of the Audit Committee (the "**Committee**") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

COMPOSITION

The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is 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 presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

MEETINGS

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the CFO and the external auditors in separate sessions.

RESPONSIBILITIES AND DUTIES

To fulfill its responsibilities and duties, the Committee shall:

1. **Documents/Reports Review**

- a. Review and update this Charter annually.
- b. Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

2. External Auditors

- a. Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- b. Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.
- c. Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- d. Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- e. Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.
- f. At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.
- g. Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- h. Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- i. Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and;
 - iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee

3. Financial Reporting Processes

- a. In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
- b. Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- c. Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
- d. Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
- e. Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- f. Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.
- g. Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- h. Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
- i. Review certification process.
- j. Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

RISK MANAGEMENT

1. To review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).
2. To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.
3. To request the external auditor's opinion of management's assessment of significant risks facing the Company and how effectively they are being managed or controlled.
4. To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board.

OTHER

Review any related-party transactions.

**This is Schedule "B" to the Information Circular of
CLOUDMD SOFTWARE & SERVICES INC.**

STOCK OPTION INCENTIVE PLAN

CLOUDMD SOFTWARE & SERVICES INC.
(the "Company")

SHARE OPTION PLAN

Dated for Reference September 28, 2020

ARTICLE 1
PURPOSE AND INTERPRETATION

(g) Purpose

- 1.1 The purpose of this 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.

(h) Definitions

1.2 In this Plan

- (a) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;
- (b) **Associate** has the meaning set out in the Securities Act;
- (c) **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);
- (d) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;
- (e) **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 20% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

- (f) **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);
- (g) **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;
- (h) **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;
- (i) **Consultant Company** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (j) **Directors** means the directors of the Company as may be elected from time to time;
- (k) **Discounted Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (l) **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;
- (m) **Distribution** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;
- (n) **Effective Date** for an Option means the date of grant thereof by the Board;
- (o) **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;
- (p) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (q) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;
- (r) **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;
- (s) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;
- (t) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (u) **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;
- (v) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (w) **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;
- (x) **NEX Issuer** means a company listed on NEX;
- (y) **NEX Policies** means the rules and policies of NEX as amended from time to time;
- (z) **Officer** means a Board appointed officer of the Company;
- (aa) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;
- (bb) **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;
- (cc) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;
- (dd) **Optionee** means the recipient of an Option hereunder;
- (ee) **Outstanding Shares** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;
- (ff) **Participant** means a Service Provider that becomes an Optionee;
- (gg) **Person** includes a company, any unincorporated entity, or an individual;
- (hh) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;

- (ii) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §2.2;
 - (jj) **Regulatory Approval** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;
 - (kk) **Securities Act** means the Securities Act, R.S.B.C. 1996, c. 418, or any successor legislation;
 - (ll) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Consultant Company, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;
 - (mm) **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;
 - (nn) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;
 - (oo) **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;
 - (pp) **TSX Venture** means the TSX Venture Exchange and any successor thereto; and
 - (qq) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time.
 - (i) 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).
- (j) 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 SHARE OPTION PLAN

- (k) Establishment of Share Option Plan
- 2.1 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.
- (l) Maximum Plan Shares
- 2.2 In accordance with TSX Venture Policies, the maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares at the time Plan Shares are reserved for issuance as a result of the grant of an Option, less any Common Shares reserved for issuance under Share Compensation Arrangements other than the Company's restricted

share unit plan and this Plan, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies (and, if applicable, NEX Policies).

(m) Eligibility

- 2.3 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.

(n) Options Granted Under the Plan

- 2.4 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.

- 2.5 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.

(o) General Limitations on Issue

- 2.6 Subject to §2.10, 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.

(p) Options Not Exercised

- 2.7 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-issuance.

(q) Powers of the Board

- 2.8 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.
- (r) Amendment of the Plan by the Board of Directors

2.9 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.
- (s) Amendments Requiring Disinterested Shareholder Approval

2.10 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;
 - (ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 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.

- (t) Options Granted Under the Company's Previous Share Option Plans
- 2.11 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.
- (u) Plan Subject to TSX Venture Policies
- 2.12 The Plan is subject to TSX Venture Policies, as amended from time to time.

**ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS**

- (v) Exercise Price
- 3.1 Subject to a minimum Exercise Price of as per TSX-V policies, the Exercise Price per Common Share for an Option shall be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price.
- (w) Term of Option
- 3.2 An Option can be exercisable for a maximum of 10 years from the Effective Date.
- (x) Option Amendment
- 3.3 Subject to §2.10(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.
- 3.4 An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in §3.2
- 3.5 Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.
- (y) Vesting of Options
- 3.6 Subject to §3.7, 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.
- (z) Vesting of Options Granted to Consultants Conducting Investor Relations Activities
- 3.7 Notwithstanding §3.6, 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.
 - (aa) Acceleration of Vesting on Change of Control
- 3.8 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, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.
- (bb) Effect of Take Over Bid
- 3.9 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 §3.6 and §3.7 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.
- (cc) Extension of Options Expiring During Blackout Period
- 3.10 Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of 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 §2.8, the tenth Business Day period referred to in this §3.10 may not be extended by the Board.
- (dd) Optionee Ceasing to be Director, Employee or Service Provider
- 3.11 Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:
- (a) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;
 - (b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and
 - (c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

- (ee) Non Assignable
- 3.12 Subject to §3.11(a), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.
- (ff) Adjustment of the Number of Optioned Shares
- 3.13 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 §3.13;
 - (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 §3.13, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and
 - (g) 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 §3.13, 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 4
COMMITMENT & EXERCISE PROCEDURES**

(gg) Option Commitment

- 4.1 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.

(hh) Manner of Exercise

- 4.2 An Optionee who wishes to exercise his Option may do so by delivering:

- (a) a written notice to the Company 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 §4.3.

(ii) Tax Withholding and Procedures

- 4.3 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 §4.2 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.

(jj) Delivery of Optioned Shares and Hold Periods

- 4.4 As soon as practicable after receipt of the notice of exercise described in §4.2 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.

- 4.5 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, or if otherwise required pursuant to TSX Venture Policies, 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 5
GENERAL**

(kk) Employment and Services

- 5.1 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.

(ll) No Representation or Warranty

- 5.2 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.

(mm) Interpretation

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

(nn) Continuation of Plan

- 5.4 The Plan will become effective from and after September 28, 2020, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company.

(oo) Amendment of the Plan

- 5.5 Subject to any required Regulatory Approvals, the Board may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder; then, unless otherwise excepted out by a provision of this Plan.

The Board must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced the Option Holder is an Insider of the Company, the Insider must not exercise the option at the reduced Exercise Price until the reduction in Exercise Price has been approved by the disinterested shareholders of the Company, if required by the Exchange.

SCHEDULE A

SHARE OPTION PLAN

OPTION COMMITMENT

Notice is hereby given that, effective this ____ day of _____, _____ (the "Effective Date") the Company has granted to _____ (the "Optionee"), an Option to acquire _____ common shares of the Company (the "Option Shares") up to 5:00 p.m. Vancouver Time on the ____ day of _____, _____ (the "Expiry Date") at an Exercise Price of CAD\$ _____ per Option Share (the "Exercise Price").

This Option shall vest immediately as at the Effective Date. **[OR]** The Option shall vest according to the Option Vesting Schedule set out in the attached Appendix A.

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Company's Share Option Plan dated for reference September 28, 2020, as amended or replaced from time to time (the "Plan"), which are hereby incorporated herein and form part hereof. All capitalized terms used but not defined in this Option Commitment Certificate have the meanings ascribed thereto in the Plan.

Other Restrictions:

1. This Option Commitment Certificate and the Option evidenced hereby will expire and terminate on the date which is the earlier of the Expiry Date and 90 days the Optionee ceases to be employed by or provide services to the Company.
2. Subject to early expiry as described in paragraph 1 above, this Option may be exercised from the Effective Date until 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date, by delivering to the Company at Suite 810 – 789 West Pender Street, Vancouver, BC, V6C 1H2, an Exercise Notice in the form attached as Appendix B hereto, together with a certified cheque or bank draft or wire transfer payable to CloudMD Software & Services Inc., in an amount equal to the total Exercise Price of the Option Shares in respect of which this Option is being exercised; provided that the Optionee will have satisfied the conditions precedent, if any, to the exercise of the Option set out in the Plan.
3. This Option Commitment Certificate and the Option evidenced hereby is not assignable, transferable or negotiable except in accordance with the provisions of the Plan. This Option Commitment Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and records of the Company will prevail. The Company and the Optionee hereby attorn to the jurisdiction of the Courts of British Columbia.
4. 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 "Exchange") (and, if applicable, the NEX policies.).
5. The exercise of this Option is subject to the terms and restrictions set out in the Plan.
6. By accepting this Option Commitment Certificate, the Optionee expressly consents, agrees and acknowledges that:
 - (a) the Company may disclose personal and other information regarding the Optionee to any governmental or other regulatory body (including the Exchange or such other self-regulatory body or stock exchange having jurisdiction over the Company). In addition, the Optionee

consents to the collection, use and disclosure of personal or other information by such governmental or other regulatory body (including the Exchange or such other self-regulatory body or stock exchange having jurisdiction over the Company) for such purposes as may be identified by such governmental or other regulatory body, from time to time;

- (b) the certificates representing the Option Shares (as defined in the Plan) may be endorsed with certain restrictive legends to the extent required to comply with securities laws applicable to the Optionee and the Company and the rules and policies of the Exchange, or any other exchange on which the common shares of the Company may be traded;
- (c) this Option and all Option Shares purchased upon any exercise of this Option have been and will be acquired for investment purposes only and not with the view to distribution or transfer and will be held for the Optionee's own individual account;
- (d) the Optionee will execute and deliver to the Company such additional documentation, as reasonable required in the opinion of legal counsel to the Company, to establish that the Option Shares may be issued to you in reliance on exemptions from prospectus and registration requirements under applicable securities laws as a condition of the issuance of any Option Shares upon the exercise of this Option; and
- (e) 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 herein and in the 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.

The Company has delivered a copy of the Plan to you with this Option Commitment Certificate. By acceptance of this Option Commitment Certificate, you acknowledge receipt of a copy of the Plan.

Dated this ____ day of _____, _____

CLOUDMD SOFTWARE & SERVICES INC.

Per:

Authorized Signatory

Name and Title

ACCEPTED AND AGREED TO BY THE OPTIONEE:

Signature

Name

Position of Optionee

APPENDIX A

**CLOUDMD SOFTWARE & SERVICES INC.
(the "Company")**

OPTION VESTING SCHEDULE

The additional terms and conditions attached to the Option represented by the Option Commitment Certificate are as follows:

The Options will not be exercisable unless and until they have vested and then only to the extent that they have vested. The Options will vest in accordance with the following:

- (a) ● Option Shares (●%) will vest and be exercisable on or after ● [the Effective Date];
- (b) ● additional Option Shares (●%) will vest and be exercisable on or after ● [date];
- (c) ● additional Option Shares (●%) will vest and be exercisable on or after ● [date];
- (d) ● additional Option Shares (●%) will vest and be exercisable on or after ● [date];

APPENDIX B

CLOUDMD SOFTWARE & SERVICES INC.
(the "Company")

EXERCISE NOTICE

To: The Board of Directors
CLOUDMD SOFTWARE & SERVICES INC.
Suite 810 – 789 West Pender Street

1. The undersigned (the "Optionee") hereby irrevocably gives notice, pursuant to the Company's Share Option Plan dated for reference September 28, 2020, as amended or replaced from time to time (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

- (a) all of the Option Shares; or
- (b) _____ of the Option Shares;

which are the subject of the Option Commitment Certificate held by the undersigned evidencing the Optionee's Option to purchase said Option Shares.

2. Calculation of total Exercise Price:

- (i) number of Option Shares to be acquired: _____
- (ii) multiplied by the Exercise Price per Share: CAD\$ _____

TOTAL EXERCISE PRICE, enclosed herewith: CAD\$ _____ (the "Exercise Price")

3. The Optionee acknowledges and agrees that the issuance of the Option Shares is subject to the terms and conditions of the Option Commitment Certificate representing the Option and the Plan.

4. The Optionee hereby:

- (a) tenders herewith a certified cheque, bank draft or wire transfer (circle one) in the amount of CAD\$ _____ payable to the Company in an amount equal to the total Exercise Price of the aforesaid Option Shares, as calculated above, and the applicable withholding taxes as provided for in the Plan, and directs the Company to issue the share certificate evidencing said Option Shares in the name of the undersigned to be mailed to the undersigned at the following address; or
- (b) directs the Company to deliver the share certificate evidencing said Option Shares to the undersigned's agent in trust for the undersigned at the address listed below against receipt of a check payable to the Company in an amount equal to the total Exercise Price and the tax withholdings payable for the aforesaid Option Shares, as calculated above.

5. The Optionee represents, warrants and certifies that the Optionee at the time of exercise of the Option is not in the United States, is not a "U.S. person" as defined in Regulation S under the United States Securities Act of 1933, as amended and is not exercising the Option on behalf of, or for the account or

benefit of a U.S. person or a person in the United States and did not execute or deliver this exercise form in the United States.

6. The certificates representing the Option Shares will be subject to a four month hold period commencing on the date the Options were granted pursuant to the rules of the TSX Venture Exchange and applicable securities laws, and will bear the following legend:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [insert the date that is 4 months and a day after the distribution date].

and, in additional to the legend set out in item 6 above, the certificates representing the Option Shares granted to directors, officers and promoters of the Company will also bear the following legend:

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 [insert date].

DATED the ____ day of _____, _____.

Signature of Witness

Signature of Optionee

Name of Witness (please print)

Name of Optionee (please print)

This is Schedule "C" to the Information Circular of
CLOUDMD SOFTWARE & SERVICES INC.

RESTRICTED SHARE UNIT PLAN

**CLOUDMD SOFTWARE & SERVICES INC.
RESTRICTED SHARE UNIT PLAN (FIXED)
September 30, 2020**

**ARTICLE 1
PURPOSE**

Purpose

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

**ARTICLE 2
INTERPRETATION**

Definitions

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

not entered into an employment agreement with the Corporation or one of its Related Entities, then as such term is defined by applicable law, and shall include, without limitation, the occurrence of one of the following events with respect to the Employee: (i) has materially breached any written agreement between the Participant and the Corporation; (ii) is convicted of a criminal offence relating to duties of the Participant, including any for breach of trust or fraud; (iii) has refused to comply with a lawful order or direction of the Corporation or the Board; (iv) has engaged in negligence or incompetence in carrying out the duties and responsibilities of his or her position in a diligent, professional and efficient manner; or (v) has been involved in any other act, omission, or misconduct which constitutes just cause at common law;

- (k) **“Committee”** means the Human Resources and Compensation Committee of the Board or such other committee of the Board as may be appointed by the Board to administer the Plan; provided, however, that if no Human Resources and Compensation Committee is in existence at any particular time and the Board has not appointed another committee of the Board to administer the Plan, all references in the Plan to “Committee” shall at such time be in reference to the Board;
- (l) **“Common Shares”** means the common shares in the capital of the Corporation as presently constituted or, in the event of an adjustment contemplated by Section 4.12, such other number or type of securities as the Committee may determine;
- (m) **“Consultant”** means an individual or corporation, other than an officer or employee of the Corporation or a Related Entity, that is engaged to provide consulting, technical, management or other services to the Corporation or a Related Entity under a written consulting agreement;
- (n) **“Control Change”** means the occurrence of any of:
 - (i) any transaction at any time and by whatever means pursuant to which any person or any group of two or more persons acting jointly or in concert (other than the Corporation or any of its affiliates or subsidiary) thereafter acquires the direct or indirect “beneficial ownership” (as defined in the *Business Corporations Act* (British Columbia)) of, or acquires the right to exercise control or direction over, securities of the Corporation representing 50% or more of the then issued and outstanding voting securities of the Corporation in any manner whatsoever, including, without limitation, as a result of a take-over bid, an issuance or exchange of securities, an amalgamation of the Corporation with any other person, an arrangement, a capital reorganization or any other business combination or reorganization;
 - (ii) the sale, assignment or other transfer of all or substantially all of the assets of the Corporation to a person or any group of two or more persons acting jointly or in concert (other than a wholly-owned subsidiary of the Corporation);
 - (iii) the occurrence of a transaction requiring approval of the Corporation’s security holders whereby the Corporation is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any person or any group of two or more persons acting jointly or in concert (other than an exchange of securities with a wholly-owned subsidiary of the Corporation); or
 - (iv) the Board passes a resolution to the effect that an event comparable to an event set forth in this definition has occurred;
- (o) **“Control Change Period”** means the period commencing on the date of occurrence of a Control Change and ending twelve months after that date;

- (p) **“Corporation”** means CloudMD Software & Services Inc. and its successors and assigns;
- (q) **“Director”** means a director of the Corporation;
- (r) **“Eligible Person”** means a Person entitled to participate in the Plan in accordance with Section 3.2;
- (s) **“Employee”** means an officer or employee of the Corporation or a Related Entity of the Corporation, or such Person as may be so designated by the Committee;
- (t) **“Exchange”** means the TSX Venture Exchange, the Toronto Stock Exchange or any other stock exchange on which the Common Shares are then listed for trading, as applicable;
- (u) **“Exchange Policies”** means the policies, orders, by-laws or regulations of the Exchange;
- (v) **“Expiry Time”** means 4:00 p.m. (Vancouver time) on the last day of the RSU Term;
- (w) **“Fair Market Value”** means, at any date, the higher of: (i) the weighted average price per share at which the Common Shares have traded on the Exchange during the last five (5) trading days prior to that date and (ii) the closing price of the Common Shares on the Exchange on the date prior to that date, or, if the Common Shares are not then listed and posted for trading on any stock exchange, then it shall be the fair market value per Common Share as determined by the Board in its sole discretion; and for such purposes, the weighted average price per share at which the Common Shares have traded on the Exchange shall be calculated by dividing (i) the aggregate sale price for all the Common Shares traded on the Exchange during the relevant five trading days by (ii) the aggregate number of Common Shares traded on the Exchange during the relevant five trading days;
- (x) **“Good Reason”** means “Good Reason” as defined in the Participant’s employment agreement with the Corporation or one of its Related Entities, or if such term is not defined or if the Participant has not entered into an employment agreement with the Corporation or one of its Related Entities, then it means:
 - (i) without the express written consent of the Participant, the assignment to the Participant of any duties materially inconsistent with the Participant’s position, duties and responsibilities with the Corporation immediately prior to such assignment or any removal of the Participant from, or any failure to re-elect the Participant to, material positions, duties and responsibilities with the Corporation;
 - (ii) a material reduction in total compensation, including annual base salary, incentive compensation, benefits (including pension, life insurance, health and accident benefits) and perquisites the Participant was receiving immediately prior to insolvency or a Control Change; or
 - (iii) any reason which would be considered to amount to constructive dismissal by a Court of competent jurisdiction;
- (y) **“Insider”** means: (i) a Director or senior officer of the Corporation; (ii) a Director or senior officer of a company that is an Insider or subsidiary of the Corporation; (iii) a person that beneficially owns or controls, directly or indirectly, Common Shares carrying more than 10% of the voting rights attached to all outstanding shares of the Corporation; and (iv) the Corporation itself if it holds any of its own securities;

- (z) **“Investor Relations Activities”** has the meaning assigned by Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- (aa) **“Long-Term Disability”** means long term disability as that term is defined in the Corporation’s long term disability policy or plans which are applicable to such Participant at the relevant time;
- (bb) **“Notice of Acquisition”** means a notice substantially in the form of Schedule B from a Participant to the Corporation giving notice of the exercise of an RSU previously granted to the Participant;
- (cc) **“Participant”** means an Eligible Person who has been awarded RSUs under the Plan or to whom RSUs have been transferred in accordance with the Plan;
- (dd) **“Payment Amount”** means the amount determined in accordance with Section 4.7(a);
- (ee) **“Performance Criteria”** means such corporate and/or personal performance criteria as may be determined by the Committee in respect of the grant and/or vesting of Restricted Share Units to any Participant, which criteria may be applied to either the Corporation and its Related Entities as a whole or a Related Entity individually or in any combination, and measured either in total, incrementally or cumulatively over a calendar year or such other performance period as may be specified by the Committee in its sole discretion, on an absolute basis or relative to a pre-established target, to previous years’ results or to a designated comparison group;
- (ff) **“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, fund, organization or other group of organized persons, government, government regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (gg) **“Plan”** means this Restricted Share Unit Plan as amended, restated, supplemented or otherwise modified from time to time;
- (hh) **“Related Entity”** means a Person that is controlled by the Corporation;
- (ii) **“Restricted RSUs”** has the meaning as set out in Section 4.7(e);
- (jj) **“Restricted Share Unit”** or **“RSU”** means a unit equivalent in value to a Common Share, credited by means of a bookkeeping entry on the books of the Corporation in accordance with Article 4;
- (kk) **“RSU Term”** means a term during which a Participant may acquire a Common Share for any vested RSUs granted pursuant to the Plan;
- (ll) **“Security Based Compensation Arrangements”** means an option to purchase Common Shares, or a plan in respect thereof, or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to Directors, Employees or Consultants of the Corporation or its Related Entities;
- (mm) **“Separation Date”** means the last date on which the Participant is actively with the Corporation without regard to any contractual or common law notice period that might apply to such termination or any period during which the Participant receives termination or severance pay; and for greater certainty, in the event that a Participant is on an Approved Leave of Absence, they shall not be deemed to have ceased to be actively at work or to have ceased to be a full time employee;

- (nn) **“Short-Term Disability”** means short term disability as that term is defined in the Corporation’s short term disability policy or plans which are applicable to such Participant at the relevant time; and
- (oo) **“Vesting Date”** means the date determined in accordance with Section 4.2.

Certain Rules of Interpretation

- 2.2
- (a) Whenever the Board or, where applicable, the Committee or any sub-delegate of the Committee is to exercise discretion in the administration of the terms and conditions of this Plan, the term “discretion” means the sole and absolute discretion of the Board or the Committee or the sub-delegate of the Committee, as the case may be.
 - (b) As used herein, the terms **“Article”** and **“Section”** mean and refer to the specified Article or Section of this Plan.
 - (c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
 - (d) Unless otherwise specified, all references to money amounts are to Canadian currency.
 - (e) A Person (First Person) is considered to “control” another Person (Second Person) if the First Person, directly or indirectly, has the power to direct the management and policies of the Second Person by virtue of:
 - (i) ownership of or direction over voting securities in the Second Person;
 - (ii) a written agreement or indenture;
 - (iii) being the general partner or controlling the general partner of the Second Person; or
 - (iv) being a trustee of the Second Person.

**ARTICLE 3
ADMINISTRATION**

Administration of the Plan

- 3.1
- (a) Subject to subsections 3.1(b) and 3.1(c), this Plan will be administered by the Committee and the Committee has sole and complete authority, in its discretion, to:
 - (i) interpret the Plan and prescribe, modify and rescind rules and regulations relating to the Plan;
 - (ii) exercise rights reserved to the Corporation under the Plan;
 - (iii) determine Performance Criteria (if any);
 - (iv) determine vesting schedules (if any);
 - (v) prescribe forms for notices to be prescribed by the Corporation under the Plan; and
 - (vi) make all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the Plan.

The Committee's determinations and actions under this Plan are final, conclusive and binding on the Corporation, the Participants and all other Persons.

- (b) To the extent permitted by applicable law, the Committee may, from time to time, delegate to any specified officer of the Corporation all or any of the powers of the Committee under the Plan. In such event, the specified officer will exercise the powers delegated to it by the Committee in the manner and on the terms authorized by the Committee. Any decision made or action taken by the Committee or the specified officer arising out of or in connection with the administration or interpretation of this Plan in this context is final, binding and conclusive on the Corporation, any custodian appointed in respect of the Plan, the Participants and all other Persons.
- (c) Notwithstanding subsections 3.1(a) and 3.1(b), oversight and ultimate responsibility for the Plan resides with the Board. At any time and from time to time, the Board may, in its discretion, take any action or make any decision that is otherwise delegated to the Committee pursuant to Section 3.1(a).

Eligibility

- 3.2 All Directors, Employees and Consultants of the Corporation and its Related Entities are eligible to participate in the Plan, but actual participation of any Person is at the discretion of the Committee or the Board. The Corporation reserves the right to restrict eligibility or otherwise limit the number of Persons eligible for participation in the Plan at any time. Eligibility to participate in the Plan does not confer upon any Person a right to receive an award of RSUs pursuant to the Plan. It shall be the responsibility of the Corporation and the Eligible Person to ensure that such Eligible Person is a *bona fide* Eligible Person. Notwithstanding any other provision of this Plan, Consultants of the Corporation and its Related Entities who are retained to provide Investor Relations Activities are not eligible to participate in the Plan.

Consistency With Other Agreements

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

Taxes

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

ARTICLE 4

AWARDS OF RESTRICTED SHARE UNITS

Awards of Restricted Share Units

- 4.1 Subject to the provisions of the Plan and such other terms and conditions as the Committee or the Board may prescribe, the Committee may, from time to time, award RSUs in its discretion to any Eligible Person. RSUs so awarded shall be credited to an Account maintained for each Participant on the books of the Corporation as of the Award Date. The number of RSUs to be credited to each Participant's Account in respect of a fiscal year shall be determined by dividing: (a) the dollar amount of the portion of the Participant's compensation which the Committee, in its sole discretion, determines to be paid as RSUs (including, for greater certainty, such portion of the Participant's compensation which the Participant has elected to be paid as RSUs in advance of an award in accordance with any rules as may be adopted and

communicated by the Committee in this regard at its discretion, if the Committee in its discretion determines to do so), by (b) the Fair Market Value per Common Share on the Award Date. Any fractional RSUs resulting from such calculations shall be rounded to the nearest whole number. For greater certainty, a fractional entitlement that is equal to or greater than 0.5 shall be rounded up to the next greater whole number and a fractional entitlement that is less than 0.5 shall be rounded down to the next lesser whole number.

Vesting Period and RSU Term

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

Award Notice

4.3 All Awards of RSUs under Section 4.1 of this Plan will be evidenced by Award Notices. Such Award Notices will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Committee may direct. Any one officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, an Award Notice to each Participant.

Credits for Dividends

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

Reporting of Restricted Share Units

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

Allotment of Common Shares for Issuance by the Corporation

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

Acquisition of Vested RSUs

4.7 (a) A Participant or, if Section 4.10 applies, the Participant’s estate, who wishes to acquire a Common Share for any vested RSUs may do so by delivering: (i) a completed Notice of Acquisition to the Corporation on or before the Expiry Time; and (ii) a certified cheque or bank draft payable to the Corporation for the Applicable Withholding Amounts (as defined herein) as may be required pursuant to Section 4.7(c), following which the Corporation shall issue, within ten days following receipt of the Notice of Acquisition, and subject to such applicable residual withholding, if any, as the Corporation determines in its discretion should then be imposed to meet related withholding or remittance obligations under applicable law, one Common Share for

each RSU in the Participant's Account that the Participant has included on the Notice of Acquisition (the "**Payment Amount**"). In lieu of Common Shares, the Corporation, in its sole discretion, may settle the Payment Amount by a cash payment equal in amount to: (a) the number of Common Shares payable under the Payment Amount; multiplied by (b) the Fair Market Value on the date of receipt of the Notice of Acquisition, subject to such applicable residual withholding, if any, as the Corporation determines in its discretion should then be imposed to meet related withholding or remittance obligations under applicable law. The RSUs in respect of which Common Shares or cash payment are issued shall be cancelled and no further issuances shall be made to the Participant under the Plan in relation to such RSUs.

- (b) The Corporation shall register and deliver certificates for such Common Shares to the Participant by first class insured mail, unless the Corporation shall have received alternative instructions from the Participant for the registration and/or delivery of the certificates.
- (c) When a Participant is otherwise entitled to receive the Payment Amount, the Corporation shall, as a condition of issuance of the Common Shares or cash payment relating to such Payment Amount, have the right to require the Participant to remit to the Corporation such amount or amounts as the Corporation determines in its discretion should be so remitted in order to satisfy or allow the Corporation to satisfy any federal, provincial, and local taxes, domestic or foreign, required by law or regulation to be withheld and/or remitted with respect to the payment of the Payment Amount or any other taxable event arising as a result of the Plan (the "**Applicable Withholding Amounts**"). At the Corporation's discretion, the Corporation may also choose to require satisfaction of all or any part of the Applicable Withholding Amounts by:
 - (i) the tendering by the Participant of a cash payment to the Corporation in an amount less than or equal to the Applicable Withholding Amount;
 - (ii) the withholding by the Corporation from the Common Shares otherwise payable to the Participant such number of Common Shares as it determines to be withheld (including any excess then determined by the Corporation in its discretion) and sold by the Corporation, as trustee, to satisfy the Applicable Withholding Amount (net of selling costs, which shall be paid by the Participant). The Participant consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Common Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Common Shares; and/or
 - (iii) the withholding by the Corporation from any cash payment otherwise due to the Participant (for any reason whatsoever) such amount of cash as is less than or equal to the amount of the Applicable Withholding Amount;

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

- (d) Participants (and their beneficiaries or any other Persons claiming thereby) shall be responsible for all taxes with respect to participation in the Plan, any RSUs granted under the Plan, receipt of a Payment Amount or otherwise, arising in any way whatsoever. The Corporation and the Board make no guarantees or representations to any Person regarding the tax status of the Plan or RSUs, tax treatment of an RSU award or issuances of Common Shares or cash payments made under the Plan, tax impact of any decisions or determinations made by the Committee in the administration of the Plan, or otherwise, and none of the Corporation or any of its directors, officers, employees, representatives or counsel shall have any liability to a Participant with respect thereto.

- (e) If the Expiry Time for an RSU falls within any Blackout Period or within ten business days (being a day other than a Saturday, Sunday or other than a day when banks in Vancouver, British Columbia are not generally open for business) following the end of any Blackout Period (the “**Restricted RSUs**”), then the Expiry Time of such Restricted RSUs shall, without any further action, be extended to the date that is ten business days following the end of such Blackout Period notwithstanding any other term of the Plan.

Resignation or Termination

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

- (a) a Participant’s employment or service with the Corporation or the Related Entity is terminated, whether or not for Cause; or
 - (b) a Participant resigns from employment or service with the Corporation or a Related Entity,
- then
- (c) any RSUs granted to the Participant under the Plan which have not yet vested or been deemed to be vested, on or before the Separation Date for the Participant are forfeited and cancelled effective on the Separation Date and shall terminate without payment and shall be of no further force or effect from and after the Separation Date; and
 - (d) the Participant may, but only within the next 30 days following the Separation Date, deliver a completed Notice of Acquisition to the Corporation to acquire Common Shares for previously vested RSUs (if any) and following such 30 day period, any vested RSUs in respect of which the Participant has not delivered a completed Notice of Acquisition to the Corporation shall be forfeited and cancelled effective at 4:00 p.m. (Vancouver time) on such 30th day and shall terminate without payment and shall be of no further force or effect from and after such time.

Leave of Absence

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

Death of Participant

4.10 Notwithstanding Section 4.2, but subject to any express resolution passed by the Committee, upon the death of a Participant, any RSUs granted to the Participant under the Plan which, as of the date of the death of a Participant have not yet vested, shall immediately vest. Notwithstanding Section 4.2, upon the death of a Participant, any RSUs granted to the Participant under the Plan shall be forfeited and cancelled effective at 4:00 p.m. (Vancouver time) on the first year anniversary of the death of the Participant and shall terminated without payment and shall be of no further force or effect from and after such time.

Control Change

- 4.11 (a) In the circumstances where the Corporation has entered into an agreement relating to, or otherwise becomes aware of, a transaction which, if completed, would result in a Control Change, the Corporation shall give written notice of the proposed transaction to the Participants, together with a description of the effect of such Control Change on outstanding RSUs. Such notice shall be given not less than ten Business Days prior to the closing of the transaction resulting in the Control Change.
- (b) Notwithstanding anything else in this Plan or any Award Notice, the Committee may, in connection with a Control Change and at its sole option and without the consent of any Participant:

- (i) take such steps as the Committee considers desirable, taking into account any tax consequences to the extent considered relevant by the Committee, to cause the conversion or exchange of any outstanding RSUs into or for, rights or other securities of substantially equivalent value (or greater value), as determined by the Committee in its discretion, in any entity participating in or resulting from a Control Change;
 - (ii) accelerate the vesting of any or all outstanding RSUs to provide that, notwithstanding Section 4.2 or any Award Notice, such outstanding RSUs shall be fully vested upon (or immediately prior to) the completion of the transaction resulting in the Control Change; or
 - (iii) determine that a Participant who is no longer an Eligible Person as a result of or in anticipation of a Control Change shall continue to be a Participant and Eligible Person for purposes of the Plan, but subject to such terms and conditions, if any, established by the Committee in its sole discretion.
- (c) If, before the Vesting Date with respect to any RSUs granted to the Participant under the Plan, the Participant's service as a Director ceases or as an Employee of the Corporation or of a Related Entity is terminated by the Corporation or the Related Entity (or by the Participant as contemplated below in (i)B) in circumstances where such cessation or termination occurs:
- (i) subsequent to a Control Change and during the Control Change Period and such cessation or termination was:
 - A. for any reason whatsoever other than death or termination for Cause; or
 - B. for Good Reason and the Participant gives notice to the Corporation to that effect and after thirty days the Corporation does not cure the act or omission which constitutes Good Reason; or
 - (ii) prior to the date on which a Control Change occurs and it is reasonably demonstrated that such termination:
 - A. was at the request of a third party who has taken steps reasonably calculated to effect a Control Change; or
 - B. arose in connection with or anticipation of a Control Change,

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

Adjustments to Restricted Share Units

4.12 In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Common Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Corporation or other distribution of the Corporation's assets to shareholders (other than the payment of dividends in respect of the Common Shares as contemplated by Section 4.4), the Committee may choose to adjust the Account of each Participant and the RSUs outstanding under the Plan in such manner, if any, as the

Committee may in its discretion deem appropriate (taking into account any tax consequences to the extent considered relevant by the Committee) to preserve the Account of each Participant and the RSUs outstanding under the Plan shall be adjusted in such manner, if any, as the Committee may in its discretion deem appropriate to preserve, proportionally, the interests of Participants under the Plan. For greater certainty and notwithstanding any other provision of this Plan, in no event shall a Participant be or become entitled to receive any amount of cash from the Corporation.

Discretion to Permit Vesting

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

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

Common Shares Reserved

4.14 The maximum number of Common Shares which may be reserved for issuance under the Plan at any time shall be 13,411,711 Common Shares, subject to adjustment under Section 4.12.

Limits on Issuances

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

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

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

Status of Terminated RSUs

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

**ARTICLE 5
GENERAL**

Amendment, Suspension or Termination of Plan

- 5.1 (a) The Committee may from time to time amend or suspend the Plan in whole or in part and may at any time terminate the Plan without prior notice. However, any such amendment, suspension or termination shall not adversely affect the RSUs previously granted to a Participant at the time of such amendment, suspension or termination, without the consent of the affected Participant.
- (b) If the Committee suspends or terminates the Plan, no new RSUs will be credited to the account of a Participant; however, previously credited RSUs shall remain outstanding but shall not be entitled to dividend credits following suspension or termination unless at the time of suspension or termination the Committee determines that the entitlement to dividend credits during suspension or after termination, as applicable, should be continued.
- (c) The Committee shall not require the consent of any affected Participant in connection with a termination of the Plan in which the vesting of all RSUs held by the Participant are accelerated and the Payment Amount (less Applicable Withholding Amount) is paid to the Participant in respect of all such RSUs.
- (d) The Corporation will be required to obtain the disinterested shareholder approval for any amendment of the Plan related to:
- (i) the number or percentage issued and outstanding Common Shares available for grant under the Plan;
 - (ii) a change in method of calculation of redemption of RSUs held by Eligible Persons; and
 - (ii) an extension to the term for redemption of RSUs held by Eligible Persons.
- (e) The Plan will terminate on the date upon which no further RSUs remain outstanding, provided that such termination is confirmed by a resolution of the Committee.

Compliance with Laws

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

Participant's Entitlement

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

Reorganization of the Corporation

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

Costs of Administration

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

Assignment

5.6 (a) An RSU is personal to the Participant and is non-assignable. No RSU granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of by the Participant, whether voluntarily or by operation of law, otherwise than by testate succession or the laws of descent and distribution, and any attempt to do so will cause such RSU to be null and void. A vested RSU shall be redeemable only by the Participant and, upon the death of a Participant, the person to whom the rights shall have passed by testate succession or by the laws of descent and distribution may redeem any vested RSUs in accordance with the provisions of Article 4.

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

No Shareholder Rights

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

Participation is Voluntary; No Additional Rights

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

Market Fluctuations

5.9 No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of Common Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. For greater certainty and notwithstanding any other provision of this Plan, a Participant will in no event be or become entitled to receive any amount of cash from the Corporation in respect of participation in this Plan. The Corporation makes no representations or

warranties to Participants with respect to the Plan or the Common Shares whatsoever. In seeking the benefits of participation in the Plan, a Participant agrees to accept all risks associated with a decline in the market price of Common Shares.

Participant Information

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

Indemnification

5.11 Every director of the Corporation will at all times be indemnified and saved harmless by the Corporation from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, that such director may sustain or incur by reason of any action, suit or proceeding, taken or threatened against the director, otherwise than by the Corporation, for or in respect of any act done or omitted by the director in respect of this Plan, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgment rendered therein.

Governing Law

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

SCHEDULE "B"

**RESTRICTED SHARE UNIT PLAN
FORM OF NOTICE OF ACQUISITION**

To: CloudMD Software & Services Inc. (the "**Corporation**")
From: _____

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

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

Dated _____

Please issue _____ Common Shares registered as follows:

(No. of certificates) _____ (No. of Common Shares) _____

Name _____

Address _____

Cheque attached

(Signature)

(Date)