



## NEPTUNE DIGITAL ASSETS CORP.

**2022  
ANNUAL  
GENERAL  
MEETING**

Notice of Annual General Meeting of Shareholders

Management Information Circular

**To Participate In-Person:**

DLA Piper (Canada) LLP  
2800 Park Place, 666 Burrard Street  
Vancouver, British Columbia  
V6C 2Z7

**To Participate Via Teleconference:**

Toll free: +1-866-214-9607 (Canada and USA) or  
+1-647-427-7523 (International)  
Access Code: 1.814.338.963

**Time:**

10:00 a.m. (Vancouver time)

**Date:**

March 25, 2022

## NEPTUNE DIGITAL ASSETS CORP.

### NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

Take notice that the annual general meeting (the “**Meeting**”) of shareholders of Neptune Digital Assets Corp. (the “**Corporation**”) will be held at 2800 Park Place, 666 Burrard Street, Vancouver, British Columbia, and also via teleconference, on March 25, 2022 at 10:00 a.m. (Vancouver time) for the following purposes:

1. To receive the financial statements of the Corporation for its financial year ended August 31, 2021, and the report of the auditor thereon;
2. To fix the number of directors of the Corporation at five (5);
3. To elect directors of the Corporation for the ensuing year;
4. To appoint an auditor of the Corporation for the ensuing year and to authorize the directors to fix the auditor’s remuneration;
5. To consider, and if thought fit, to pass an ordinary resolution approving the Corporation’s share compensation plan; and
6. To transact such other business as may properly come before the Meeting or any adjournment thereof.

The Management Information Circular of the Corporation (the “**Circular**”) contains details of matters to be considered at the Meeting and accompanies and is deemed to form part of this Notice.

#### **Impact of COVID-19**

This year to proactively deal with the unprecedented health impact of the novel coronavirus, also known as COVID-19, to mitigate risks to the health and safety of our communities, shareholders, employees and other stakeholders, and in compliance with current government direction and advice, we will hold a hybrid Meeting, allowing for shareholder participation in person and via teleconference. Shareholders will have the opportunity to participate at the Meeting via teleconference regardless of their geographic location by calling (toll-free) +1-866-214-9607 (Canada and USA) or +1-647-427-7523 (International). Callers should dial in fifteen to twenty minutes prior to the scheduled time of the Meeting and input conference code 1.814.338.963 to join the Meeting. Please refer to the sections titled “*Appointment of Proxyholders*”, “*Voting by Proxyholders*”, “*Registered Shareholders*”, “*Beneficial Shareholders*” and “*Revocation of Proxies*” in the Circular for details on how to vote at the Meeting.

The Corporation reserves the right to take any additional precautionary measures it deems appropriate in relation to the Meeting in response to further developments in respect of the COVID-19 outbreak, including changing the Meeting date, time, location and/or means of holding the Meeting. Such changes will be announced by way of press release. Shareholders are advised to monitor the Corporation’s website at [www.neptunedigitalassets.com](http://www.neptunedigitalassets.com) or the Corporation’s profile, in Canada, on SEDAR at [www.sedar.com](http://www.sedar.com), where copies of such press releases, if any, will be posted. Shareholders are advised to check the Corporation’s website regularly for the most current information. The Corporation does not intend to prepare an amended Circular in the event of changes to the Meeting format. **Shareholders will not be able to vote through the teleconference call and we encourage shareholders to vote their Common Shares prior to the Meeting by any of the means described in the Circular.**

#### **Notice-and-Access**

The Corporation has elected to use the notice-and-access (“**Notice-and-Access**”) provisions under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 *Continuous Disclosure Obligations* to distribute Meeting materials to shareholders. Notice-and-Access allows issuers to post electronic versions of proxy-related materials on SEDAR and on one additional website, rather than mailing paper copies to shareholders. Shareholders have the right to request hard copies of any proxy-related materials posted online by the Corporation under Notice-and-Access.

Meeting materials, including the Circular, are available under the Corporation's profile at [www.sedar.com](http://www.sedar.com) and also at <https://docs.tsxtrust.com/2212>, and <https://neptunedigitalassets.com/investors/>. The Corporation will provide to any shareholder, free of charge, upon request to the Corporation's transfer agent, TSX Trust Company ("TSX Trust") toll-free at 1-866-600-5869 or email [TMXEInvestorServices@tmx.com](mailto:TMXEInvestorServices@tmx.com), a paper copy of the Circular and any financial statements or management's discussion and analysis of the Corporation filed with the applicable securities regulatory authorities during the past year. In order to allow reasonable time for you to receive and review a paper copy of the Circular or other document prior to the proxy deadline, you should make your request for a paper copy to TSX Trust by March 16, 2022.

**A shareholder who is unable to attend the Meeting in person and who wishes to ensure that such shareholder's shares will be voted at the Meeting is requested to complete, date and sign the form of proxy, or voting instruction form, and deliver the form of proxy or the voting instruction form, as the case may be, in accordance with its instructions.**

Dated at Vancouver, British Columbia, February 1, 2022.

**BY ORDER OF THE BOARD**

*"Cale Moodie"*

**Cale Moodie  
President, Chief Executive Officer, Chairman and Director**

## MANAGEMENT INFORMATION CIRCULAR

as at February 1, 2022 unless indicated otherwise

**This Management Information Circular (the “Circular”) is furnished in connection with the solicitation of proxies by the management of Neptune Digital Assets Corp. (the “Corporation”) for use at the annual general meeting (the “Meeting”) of its shareholders to be held on March 25, 2022 at the time and place and for the purposes set forth in the accompanying notice of the Meeting (the “Notice of Meeting”).**

In this Circular, references to “the Corporation”, “we” and “our” refer to Neptune Digital Assets Corp. “Common Shares” means common shares without par value in the capital of the Corporation. “Beneficial Shareholders” or “Non-Registered Holder” means shareholders who do not hold Common Shares in their own name and “Intermediaries” refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

### GENERAL PROXY INFORMATION

#### Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Corporation at nominal cost. The Corporation will bear all costs of this solicitation. We have arranged for the Intermediaries to forward the Notice-and-Access Notification (as defined below) to the Beneficial Shareholders of Common Shares held as of record by those Intermediaries, and we may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

#### Impact of COVID-19

This year to proactively deal with the unprecedented health impact of the novel coronavirus, also known as COVID-19, to mitigate risks to the health and safety of our communities, shareholders, employees and other stakeholders, and in compliance with current government direction and advice, we will hold a hybrid Meeting, allowing for shareholder participation in person and via teleconference. Shareholders will have the opportunity to participate at the Meeting via teleconference regardless of their geographic location by calling (toll-free) +1-866-214-9607 (Canada and USA) or +1-647-427-7523 (International). Callers should dial in fifteen to twenty minutes prior to the scheduled time of the Meeting and input conference code 1.814.338.963 to join the Meeting. Please refer to the sections titled “*Appointment of Proxyholders*”, “*Voting by Proxyholders*”, “*Registered Shareholders*”, “*Beneficial Shareholders*” and “*Revocation of Proxies*” in the Circular for details on how to vote at the Meeting.

The Corporation reserves the right to take any additional precautionary measures it deems appropriate in relation to the Meeting in response to further developments in respect of the COVID-19 outbreak, including changing the Meeting date, time, location and/or means of holding the Meeting. Such changes will be announced by way of press release. Shareholders are advised to monitor the Corporation’s website at [www.neptunedigitalassets.com](http://www.neptunedigitalassets.com) or the Corporation’s profile, in Canada, on SEDAR at [www.sedar.com](http://www.sedar.com), where copies of such press releases, if any, will be posted. Shareholders are advised to check the Corporation’s website regularly for the most current information. The Corporation does not intend to prepare an amended Circular in the event of changes to the Meeting format. **Shareholders will not be able to vote through the teleconference call and we encourage shareholders to vote their Common Shares prior to the Meeting by any of the means described in the Circular.**

#### Notice-and-Access

The Corporation has elected to use the “notice-and-access” provisions (“**Notice-and-Access**”) that came into effect on February 11, 2013 under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) and National Instrument 51-102 *Continuous Disclosure Obligations* (“**NI 51-102**”) of the Canadian Securities Administrators, for distribution of this Circular and other meeting materials, including the form of proxy, the voting instruction form (the “**VIF**”) and the Notice of Meeting (collectively, the “**Meeting Materials**”), to registered shareholders of the Corporation and Non-Registered Holders (as defined herein), other than those shareholders with existing instructions on their accounts to receive printed materials or those shareholders that request printed Meeting Materials.

Notice-and-Access allows issuers to post electronic versions of certain Meeting Materials online, via SEDAR and one other website, rather than mailing paper copies of such meeting materials to shareholders. The Corporation has adopted this alternative means of delivery in order to further its commitment to environmental sustainability and to reduce its printing and mailing costs.

The Corporation has posted the Meeting Materials, and its audited financial statements and management's discussion and analysis for the year ended August 31, 2021, under its profile at [www.sedar.com](http://www.sedar.com) and also at <https://docs.tsxtrust.com/2212>, and on its website at <https://neptunedigitalassets.com/investors/>.

Although the Meeting Materials will be posted electronically online, registered shareholders and Non-Registered Holders (subject to the provisions set out below under the heading "*Beneficial Shareholders*") will receive a "notice package" (the "**Notice-and-Access Notification**") by prepaid mail, which includes the information prescribed by NI 54-101, and a form of proxy, in the case of registered shareholders, or VIF, in the case of Non-Registered Holders, enabling them to vote at the Meeting. Shareholders should follow the instructions for completion and delivery contained in the form of proxy or VIF, and are reminded to review the Circular before voting.

Shareholders will not receive paper copies of the Meeting Materials unless they contact the Corporation's transfer agent, TSX Trust Company ("**TSX Trust**") toll-free at 1-866-600-5869 or email [TMXEInvestorServices@tmx.com](mailto:TMXEInvestorServices@tmx.com). Provided the request is made prior to the Meeting, TSX Trust will mail the requested materials within three business days. **Requests for paper copies of the Meeting Materials should be made by March 16, 2022 in order to receive the Meeting Materials in time to vote before the Meeting.**

Shareholders with questions about Notice-and-Access may contact TSX Trust by toll-free at 1-866-600-5869, or the Corporation's investor relations department by email at [info@neptunedigitalassets.com](mailto:info@neptunedigitalassets.com).

### **Appointment of Proxyholders**

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

### **Voting by Proxyholders**

The persons named in the form of 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. A properly completed form of proxy confers discretionary authority on 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 form of proxy, the persons named in the form of proxy will vote the Common Shares represented by the proxy for the approval of such matter.**

### **Registered Shareholders**

Registered shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered shareholders electing to submit their proxies may do so by:

- (a) completing, dating and signing the enclosed form of proxy and returning it to TSX Trust, by fax (416) 595-9593, or by mail or by hand delivery at 301 - 100 Adelaide Street West, Toronto, Ontario, M5H 4H1; or
- (b) using the internet through the website of TSX Trust at [www.voteproxyonline.com](http://www.voteproxyonline.com). Registered shareholders must follow the instructions that appear on the screen and refer to the enclosed form of proxy for the control number and the proxy access number;

in all cases ensuring that the completed form of proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used.

### **Beneficial Shareholders**

**Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Many shareholders of the Corporation may be “non-registered” shareholders because the shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.** More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either: (a) in the name of an Intermediary that the Non-Registered Holder deals with in respect of the shares (“**Intermediaries**”) include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP’s, RRIF’s, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Corporation are referred to as “NOBOs”. Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Corporation are referred to as “OBOs”.

In accordance with the requirements of NI 54-101, the Corporation has elected to send the Notice-and-Access Notification directly to the NOBOs. The Corporation will not be mailing the Notice-and-Access Notification to the OBOs. The Corporation does not intend to pay for Intermediaries to forward the Notice-and-Access Notification to OBOs, and an OBO will not receive the Notice-and-Access Notification unless the OBO’s Intermediary assumes the cost of delivery.

*The Notice-and-Access Notification is being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Corporation or its agent has sent the Notice-and-Access Notification directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.*

*By choosing to send the Notice-and-Access Notification to you directly, the Corporation (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering the Notice-and-Access Notification to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions set out in the VIF.*

Notice-and-Access Notifications sent to Beneficial Shareholders who have not waived the right to receive Meeting Materials are accompanied by a VIF to be used instead of a form of proxy. By returning the VIF in accordance with the instructions noted on it, a Non-Registered Holder is able to instruct the registered shareholder how to vote on behalf of the Non-Registered Holder. VIFs, whether provided by the Corporation or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Common Shares which they beneficially own. **Non-Registered Holders receiving a VIF cannot use that form to vote Common Shares directly at the Meeting. Non-Registered Holders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Non-Registered Holder who receives a VIF wish to attend the Meeting or have someone else attend on his/her behalf, the Non-Registered Holder may request a legal proxy as set forth in the VIF, which will grant the Non-Registered Holder or his/her nominee the right to attend and vote at the Meeting.

## **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 form of 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 registered shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the form of proxy bearing a later date to TSX Trust at 301 - 100 Adelaide Street West, Toronto, Ontario, M5H 4H1 or at the address of the registered office of the Corporation at 2800 Park Place, 666 Burrard Street, Vancouver, British Columbia, V6C 2Z7 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.

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

The board of directors of the Corporation (the "**Board**") has fixed February 1, 2022 as the record date (the "**Record Date**") for determination of persons entitled to receive Notice of Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

As at February 1, 2022, there were 124,909,811 Common Shares issued and outstanding, each carrying the right to one vote.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders, or who is holding a proxy on behalf of a shareholder who is not present at the Meeting, will have one vote, and on a poll every shareholder present in person or represented by a proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each Common Share.

To the knowledge of the Board and executive officers of the Corporation, as at the date hereof, no persons or companies beneficially own, directly or indirectly, or exercise control or direction over shares carrying 10% or more of the voting rights attached to all outstanding shares of the Corporation.

## **VOTES NECESSARY TO PASS RESOLUTIONS**

A simple majority of affirmative votes cast at the Meeting is required to pass the ordinary resolutions described herein. Any special resolutions must be determined by a two-thirds (2/3) majority of the votes cast on each special resolution at the Meeting.

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

### **Receipt of Financial Statements**

The financial statements of the Corporation for the financial year ended August 31, 2021, together with the report of the auditor thereon, will be presented to the shareholders at the Meeting.

### **Election of Directors**

The Board presently consists of five directors: Cale Moodie, Kalle Radage, Dario Meli, Carmen To and Mitchell Demeter. Shareholders will be asked to fix the number of directors of the Corporation at five (5) and to elect the

persons listed below as directors. The following table sets out the name of each person proposed to be nominated by management for election as a director (a “**proposed director**”), the province or state, as applicable, and country of residence, all major offices and positions with the Corporation and any of its significant affiliates each now holds, each nominee’s principal occupation, business or employment for the five preceding years, the number of Common Shares beneficially owned by each, or over which each exercised control or direction, directly or indirectly, as at February 1, 2021.

<b>Nominee Name and Place of Residence</b>	<b>Principal Occupation</b>	<b>Became Director</b>	<b>Common Shares Beneficially Owned Directly or Indirectly<sup>(1)</sup></b>
<p>Cale Moodie<sup>(2)</sup> President, CEO, Chairman and Director British Columbia, Canada</p>	<p>Mr. Moodie is the co-founder of the Corporation and has been the President, Chief Executive Officer, and director of the Corporation since January 17, 2018.</p> <p>Mr. Moodie is also the Chief Financial Officer and director of Brixton Metals Corporation since November 2010, and a director of Full Metal Minerals Ltd. since October 2014.</p> <p>In the past five years, Mr. Moodie has also been the Chief Financial Officer and director of Eden Empire Inc. from May 14, 2020 to April 30, 2021, Chief Financial Officer of Full Metal Minerals Ltd. from January 2008 to October 2018, a director of Block X Capital Corp. from December 2016 to September 2018, the Chief Financial Officer of Vendetta Mining Corp. from August 2014 to November 2017 and Chief Financial Officer of Minaurum Gold Inc from March 2011 to August 2021.</p>	<p>January 17, 2018</p>	<p>7,053,913<sup>(3)</sup></p>
<p>Kalle Radage CFO, COO, Corporate Secretary and Director British Columbia, Canada</p>	<p>Mr. Radage has been the Chief Operating Officer of the Corporation since January 17, 2018, assumed the additional role of Corporate Secretary and director of the Corporation on August 20, 2019, and assumed the further role of Chief Financial Officer of the Corporation on March 25, 2020.</p> <p>Mr. Radage is also the founder and a director of Clearly Payments Inc. since 2018, President of Payfirma Corporation from 2012 to 2018, and director of the predecessor of the Corporation from October 30, 2017 to November 17, 2017.</p>	<p>August 20, 2019</p>	<p>2,150,818<sup>(4)</sup></p>

<b>Nominee Name and Place of Residence</b>	<b>Principal Occupation</b>	<b>Became Director</b>	<b>Common Shares Beneficially Owned Directly or Indirectly<sup>(1)</sup></b>
Dario Meli <sup>(2)(5)</sup> Director British Columbia, Canada	Mr. Meli has been a director of the Corporation since January 17, 2018.  Mr. Deli is the founder and Chief Executive Officer of Quietly Media Inc. since 2013, co-founder of HootSuite Inc., co-founder of Foodee Media Inc., co-founder of Brightkit, and producer for Come Roll With Us. Mr. Meli was also a director of Eden Empire Inc. from May 15, 2020 to August 11, 2021.	January 17, 2018	1,536,805 <sup>(6)</sup>
Carmen To <sup>(2)(5)</sup> Director British Columbia, Canada	Mr. To has been a director of the Corporation since November 15, 2019.  Mr To is a Chartered Professional Accountant and independent consultant from August 2012 to date. Mr. To also held the position of Controller at Gablecraft Homes Inc. from January 2015 to December 2018. He previously worked at KPMG LLP on both private and public company clients.	November 15, 2019	264,476
Mitchell Demeter <sup>(5)</sup> Director British Columbia, Canada	Mr. Demeter has been a director of the Corporation since January 22, 2020.  Mr. Demeter has also held the positions of President of Netcoins Inc. from August 1, 2019 to October 2021; President and VP Business Development at NTC Holdings Corp. until resigning in October, 2021; Vice-President Business Development of Netcoins Inc. from January 2018 to August 1, 2019; co-founder of Bitcoiniacs and Cointrader Exchange Inc. from 2013 to 2015; founder of NOA Today Services Inc. from September 2015 to December 2019; and director of BIGG Digital Assets Inc. from August 24, 2020 to October 15, 2021.	January 22, 2020	115,515

Notes:

- (1) The information as to Common Shares beneficially owned or controlled has been furnished by the respective nominees.
- (2) Member of the Compensation Committee. Mr. Meli is Chair of the Compensation Committee.

- (3) Of this amount, 587,866 Common Shares are directly held by Mr. Moodie, 2,718,097 Common Shares are held by Spartan Holdings Ltd. (“**Spartan**”), a private company owned by Mr. Moodie and 3,747,949 Common Shares are held by and through Neptune Asset Group Inc. (“**Neptune Asset**”), a private company which is controlled by Spartan.
- (4) Of this amount, 112,000 Common Shares are directly held by Mr. Radage, 1,229,962 Common Shares are held by Major Big Capital Corporation (“**Major Big**”), a private company wholly-owned by Mr. Radage and 808,856 Common Shares are held by and through Neptune Asset, a private company in which Major Big is a shareholder.
- (5) Member of the Audit Committee. Mr. To is Chair of the Audit Committee.
- (6) All Common Shares are held by Closing Scene Holdings, a private company owned by Mr. Meli.

The term of office of each of the present directors of the Corporation expires at the Meeting. The nominees named above will be presented for election at the Meeting as management’s nominees and the persons named in the form of proxy intend to vote for the election of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of shareholders of the Corporation or until that person’s successor is elected or appointed, unless such person’s office is earlier vacated in accordance with the articles of the Corporation, or in accordance with the provisions of the *Business Corporations Act* (British Columbia) (“**BCBCA**”).

The constating documents of the Corporation include an advance notice provision. The purpose of the advance notice provision is to provide shareholders, directors and management of the Corporation with direction on the procedure for shareholder nomination of directors. The advance notice provision is the framework by which the Corporation seeks to fix a deadline by which holders of record of the Common Shares must submit director nominations to the Corporation prior to any annual or special general meeting of shareholders and sets forth the information that a shareholder must include in the notice to the Corporation for the notice to be in proper written form. The Corporation did not receive notice of any director nominations in connection with the Meeting within the time periods prescribed by the Corporation’s Articles. Accordingly, at the Meeting, the only persons eligible to be nominated for election to the Board are the above nominees.

#### ***Occupation, Business or Employment of Nominees***

The following sets forth further particulars on those individuals who will be members of the Board and their relevant educational background:

##### *Cale Moodie*

Mr. Moodie, 46, is the co-founder, President, Chief Executive Officer and Chairman of the Corporation. Mr. Moodie’s career in public markets spans 15 years. Currently, Mr. Moodie is the CFO and director of Brixton Metals Corporation (TSX-V: BBB), a mineral resource exploration company, and a director of Full Metal Minerals Ltd. (TSX-V: FMM). He was the Chief Financial Officer of Minaurum Gold Inc. (TSX-V: MGG) from March 2011 to August 2021, Chief Financial Officer and director of Eden Empire Inc. (CSE: EDEN) between May 2020 and April 2021, Chief Financial Officer of Full Metal Minerals Ltd. (TSX-V: FMM) from January 2008 to October 2018, a director of Block X Capital Corp. (CSE: BXXX) from December 2016 to September 2018 and Chief Financial Officer of Vendetta Mining Corp. (TSX-V: VTT) from August 2014 to November 2017. Mr. Moodie was previously employed by KPMG LLP Vancouver with the Industrial Markets Group, with an emphasis on auditing mining and resource-based companies. Mr. Moodie is a Chartered Professional Accountant (CPA, CA) in good standing with the Chartered Professional Accountants of British Columbia.

##### *Kalle Radage*

Mr. Radage, 47, is currently the Chief Financial Officer, Chief Operating Officer and Corporate Secretary of the Corporation. Mr. Radage is also the founder and a director of Clearly Payments Inc. since 2018. He was the President of Payfirma Corporation, a leading North American financial technology company, from 2012 to 2018, and director of the predecessor of the Corporation from October 30, 2017 to November 17, 2017. Mr. Radage also held senior operational roles at Oracle, Nokia, and SabelaMedia, which was successfully acquired by 24/7 Real Media for \$70M. Mr. Radage also served as a VC at Nokia Ventures and BDC Venture Capital, investing in enterprise and consumer

technology companies. He has earned a Computer Science degree from UBC and an MBA from IESE Business School in Spain. He is an active member of the technology community as an advisor, investor, and board member.

*Dario Meli*

Mr. Meli, 46, is an independent director of the Corporation. Mr. Meli is currently the CEO of Quietly Media Inc. which is a premium content provider, delivering data-driven strategy and editorial for brands and publishers. Prior to joining Quietly, Mr. Meli was the CEO of Invoke Media Inc.

*Carmen To*

Mr. To, 42, is an independent director of the Corporation. Mr. To is a CPA, CA and previously worked at KPMG LLP on both private and public company clients. Mr. To is now an independent consultant and successful entrepreneur working in a variety of industries from real estate to management consulting. Mr. To is a founder of Rent It Now Property Management Inc. and a former controller of Henderson Development and Gablecraft Homes Inc.. Mr. To is a Chartered Professional Accountant (CPA, CA) in good standing with the Chartered Professional Accountants of British Columbia.

*Mitchell Demeter*

Mr. Demeter, 35, is an independent director of the Corporation. Prior to joining the Corporation, Mr. Demeter was a realtor for Century 21 Canada Limited Partnership. Mr. Demeter is the former President of Netcoins Inc. from August 1, 2019 to October 2021, President and VP Business Development at NTC Holdings Corp. until October, 2021, Vice-President Business Development of Netcoins Inc. from January 2018 to August 1, 2019, and director of BIGG Digital Assets Inc. from August 24, 2020 to October 15, 2021.. Mr. Demeter is also the founder of NOA Today and co-founder of Bitcoiniacs and Cointrader Exchange Inc. and Your Local Movers.

***Regulatory Matters and Bankruptcies***

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

No proposed nominee for election as a director of the Corporation:

- (a) is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation) that,
  - (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for more than 30 consecutive days (together, an “**order**”) that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
  - (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;
- (b) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

- (c) has, within the 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.

No proposed nominee for election as a director of the Corporation has been subject to:

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

### **Appointment of Auditor**

The shareholders will be asked to vote for the appointment of RSM Canada LLP (“**RSM**”), Chartered Professional Accountants, as auditors of the Corporation for the ensuing year, and authorize the directors to fix their remuneration. RSM was first appointed as auditor of the Corporation on November 2, 2021.

Manning Elliott LLP (“**Manning**”), Chartered Professional Accountants, previously served as auditors of the Corporation from February 8, 2018 to September 7, 2021, at which time Manning resigned as auditors of the Corporation.

As required by section 4.11 of NI 51-102, a copy of the Corporation’s reporting package prepared in connection with the change of the Corporation’s auditors, consisting of: (a) the Corporation’s Notices of Change of Auditor dated September 8, 2021 and November 2, 2021; (b) response letter dated September 8, 2021 from Manning as the former auditor; and (c) response letter dated November 2, 2021 from RSM as the successor auditor, is attached as Schedule “A” hereto.

### **Approval of Share Compensation Plan**

#### ***Background***

On January 19, 2018, the Board adopted a share compensation plan (the “**Original Share Compensation Plan**”) and such Original Share Compensation Plan was subsequently approved by the TSX Venture Exchange (the “**TSX-V**”) and by the shareholders at the Corporation’s last annual general meeting held on March 25, 2021.

On January 31, 2022, following the recommendation of the Compensation Committee, the Board adopted a new share compensation plan (the “**Share Compensation Plan**”), amending the Original Share Compensation Plan to comply with certain amendments made by the TSX-V to its policies regarding security based compensation.

The Share Compensation Plan is a “rolling up to 10%” omnibus plan pursuant to which the total number of Common Shares which may be issued pursuant to restricted share units (“**RSUs**”) and stock options (“**Options**”) granted under the Share Compensation Plan, in the aggregate, is equal to up to a maximum of 10% of the issued and outstanding Common Shares at the time of the grant or award.

The TSX-V requires all listed companies with a “rolling up to 10%” share compensation plan, such as the Share Compensation Plan, to obtain shareholder approval for such plan on an annual basis. Accordingly, at the Meeting, shareholders will be asked to vote on an ordinary resolution (the “**Plan Resolution**”) to approve, for the ensuing year, the Share Compensation Plan as described below. A copy of the Share Compensation Plan is attached as Schedule “B”.

As of the date of this Circular, there are 10,475,000 Options and no RSUs outstanding under the Share Compensation Plan. All Options and RSUs are governed under the terms of the Share Compensation Plan and, subject to shareholder approval of the Plan Resolution, any additional Options and RSUs granted by the Corporation would be governed by the Share Compensation Plan.

## ***Particulars of the Share Compensation Plan***

### *Overview*

The Share Compensation Plan provides that the Board may from time to time, in its discretion, grant to the Eligible Person (as such term is defined below) selected by the Administrators (as such term is defined below) to participate the Share Compensation Plan (each, a “**Participant**”), who may include participants who are citizens or residents of the United States (each, a “**US Participant**”), with the opportunity, through RSUs and Options, to acquire an ownership interest in the Corporation.

The purpose of the Share Compensation Plan is to provide an incentive to the directors, officers, employees, consultants and other personnel of the Corporation or any of its subsidiaries to achieve the longer-term objectives of the Corporation; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation; and to attract to and retain in the employ of the Corporation or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation.

The RSUs will rise and fall in value based on the value of the Common Shares. Unlike the Options, the RSUs will not require the payment of any monetary consideration to the Corporation. Instead, each RSU represents a right to receive one Common Share or a lump sum payment in cash following the attainment of vesting criteria determined by the Administrators at the time of the award (subject to TSX-V policies). See “*Restricted Share Units – Vesting Provisions*” below. The Options, on the other hand, are rights to acquire Common Shares upon payment of monetary consideration (i.e., the exercise price), subject also to vesting criteria determined at the time of the grant. See “*Options – Vesting Provisions*” below.

### *Purpose of the Share Compensation Plan*

The stated purpose of the Share Compensation Plan is to advance the interests of the Corporation and its subsidiaries, and its shareholders by: (a) ensuring that the interests of Participants are aligned with the success of the Corporation and its subsidiaries; (b) encouraging stock ownership by such persons; and (c) providing compensation opportunities to attract, retain and motivate such persons.

The following people (each, an “**Eligible Person**”) are eligible to participate in the Share Compensation Plan: any Director, Officer, Employee, Management Company Employee and Consultant (as these terms are defined in the Share Compensation Plan).

### *Administration of the Share Compensation Plan*

The Share Compensation Plan is administered by the Board or such other persons as may be designated by the Board from time to time (the “**Administrators**”) through the recommendation of the compensation committee of the Board (the “**Compensation Committee**”). The Administrators determine the eligibility of persons to participate in the Share Compensation Plan, when RSUs and Options will be awarded or granted, the number of RSUs and Options to be awarded or granted, the vesting criteria for each award of RSUs and grant of Options and all other terms and conditions of each award and grant, in each case in accordance with applicable securities laws and the requirements of the TSX-V.

### *Number of Common Shares Issuance under the Share Compensation Plan*

The number of Common Shares available for issuance upon the vesting of RSUs awarded and Options granted under the Share Compensation Plan is limited to 10% of the issued and outstanding Common Shares at the time of any grant.

### *Restrictions on the Award of RSUs and Grant of Options*

The awards of RSUs and grants of Options (collectively, the “**Security Based Compensation**”) under the Share Compensation Plan is subject to a number of restrictions:

- (a) the total number of Common Shares issuable pursuant to all Security Based Compensation granted or awarded under the Share Compensation Plan and any other share compensation arrangements of the Corporation cannot exceed 10% of the Common Shares then outstanding;
- (b) unless the Corporation obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Share Compensation Plan and any other share compensation arrangements of the Corporation to any one Participant in any 12 month period cannot exceed 5% of the Common Shares then outstanding;
- (c) the maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Share Compensation Plan and any other share compensation arrangements of the Corporation in any 12 month period to any one Consultant shall not exceed 2% of the issued and outstanding Common Shares then outstanding;
- (d) the maximum aggregate number of Common Shares issuable pursuant to all Options granted to Investor Relations Service Providers (as such term is defined in the Share Compensation Plan) under the Share Compensation Plan and any other share compensation arrangements of the Corporation in any 12 month period in aggregate shall not exceed 2% of the issued and outstanding Common Shares; provided, that Options granted to any and all Investor Relations Service Providers must vest in stages over a period of not less than 12 months with no more than ¼ of the Options vesting in any three month period in accordance with the vesting requirements set out in the TSX-V's policies; and
- (e) the aggregate sales price (meaning the sum of all cash, property, notes, cancellation of debt, or other consideration received or to be received by the Corporation for the sale of the securities) or amount of Common Shares issued during any consecutive 12-month period will not exceed the greatest of the following: (i) U.S.\$1,000,000; (ii) 15% of the total assets of the Corporation, measured at the Corporation's most recent balance sheet date; or (iii) 15% of the outstanding amount of the Common Shares, measured at the Corporation's most recent balance sheet date.

The following restrictions also apply to the Share Compensation Plan in accordance with TSX-V Policy 4.4:

- (a) All Security Based Compensation granted or issued under the Share Compensation Plan is non-assignable and non-transferable;
- (b) Unless the Corporation obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Share Compensation Plan to Insider Participants (as such term is defined in the Share Compensation Plan) as a group shall not exceed 10% of the issued and outstanding Common Shares at any point in time;
- (c) Unless the Corporation obtains disinterested shareholder approval, the maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Share Compensation Plan in any 12 month period to Insider Participants as a group (together with those Common Shares issuable pursuant to any other share compensation arrangement) shall not exceed 10% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted or issued to any Insider Participant;
- (d) Investor Relations Service Providers may not receive any Security Based Compensation other than Options; and
- (e) Any Security Based Compensation granted or issued to any Participant who is a Director, Officer, Employee, Consultant or Management Company Employee must expire within 12 months following the date the Participant ceases to be an Eligible Person under the Share Compensation Plan.

#### *Restricted Share Units*

The Administrators may award RSUs to Eligible Persons (other than Investor Relations Service Providers) under the Share Compensation Plan reserving for issuance such number of Common Shares equal to up to a maximum of 10% of the issued and outstanding Common Shares at the date of the award (such maximum amount to include any Options granted under the Share Compensation Plan that may be exercised for Common Shares).

(a) Mechanics for RSUs

RSUs awarded to Participants under the Share Compensation Plan are credited to an account that is established on their behalf and maintained in accordance with the Share Compensation Plan. After the vesting criteria of any RSUs awarded under the Share Compensation Plan is satisfied, a Participant shall be entitled to receive and the Corporation shall issue or pay (at its discretion): (i) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant's account multiplied by the Market Price (as such term is defined in the Share Compensation Plan) of the Common Shares traded on the TSX-V on the payout date; (ii) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's RSUs in the Participant's account will be, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; or (iii) any combination of thereof.

(b) Vesting Provisions

The Share Compensation Plan provides that: (i) at the time of the award of RSUs, the Administrators shall, subject to the TSX-V rules, determine the vesting criteria applicable to the awarded RSUs provided that, subject to certain exceptions in the Share Compensation Plan, no RSUs may vest before the date that is one year following the date of award; (ii) vesting of RSUs may include criteria such as performance vesting; (iii) each RSU shall be subject to vesting in accordance with the terms set out in an agreement evidencing the award of the RSU attached as Exhibit A to the Share Compensation Plan (or in such form as the Administrators may approve from time to time) (each an "**RSU Agreement**"); and (iv) all vesting and issuances or payments in respect of an RSU shall be completed no later than December 15 of the third calendar year commencing after the award date for such RSU.

It is the current intention that RSUs may be awarded with both time-based vesting provisions as a component of the Corporation's annual incentive compensation program, and performance-based vesting provisions as a component of the Corporation's long-term incentive compensation program.

Under the Share Compensation Plan, should the date of vesting of an RSU fall within a blackout period formally imposed by the Corporation or nine business days following the expiration of thereof, such date of vesting will be automatically extended to the tenth business day after the end of the blackout period.

(c) Termination, Retirement and Other Cessation of Employment in connection with RSUs

A person participating in the Share Compensation Plan will cease to be eligible to participate in the following circumstances: (i) receipt of any notice of termination of employment or service (whether voluntary or involuntary and whether with or without cause); (ii) retirement; and (iii) any cessation of employment or service for any reason whatsoever, including disability and death (an "**Event of Termination**"). In such circumstances, any vested RSUs will be issued as soon as practicable after the Event of Termination (and with respect to each RSU of a US Participant, such RSU will be settled and shares issued as soon as practicable following the date of vesting of such RSU as set forth in the applicable RSU Agreement, but in all cases within 60 days following such date of vesting); and, unless otherwise determined by the Administrators in their discretion, any unvested RSUs will be automatically forfeited and cancelled (and with respect to any RSU of a US Participant, if the Administrators determine, in their discretion, to waive vesting conditions applicable to an RSU that is unvested at the time of an Event of Termination, such RSU shall not be forfeited or cancelled, but instead will be deemed to be vested and settled and shares delivered following the date of vesting date of such RSU as set forth in the applicable RSU Agreement).

If an Event of Termination occurs involving the death of a Participant occurs and such Participant is entitled to any RSUs under the Share Compensation Plan, the heirs or administrators of such Participant must claim such Security Based Compensation within one year of the Participant's death.

Notwithstanding the above, if a person retires in accordance with the Corporation's retirement policy at such time, any unvested performance-based RSUs will not be forfeited or cancelled and instead shall be eligible to become vested in accordance with the vesting conditions set forth in the applicable RSU Agreement after

such retirement (as if retirement had not occurred), but only if the performance vesting criteria, if any, have been met on the applicable date.

For greater certainty, if a person is terminated for just cause, all unvested RSUs will be forfeited and cancelled.

### *Options*

The Administrators may at any time and from time to time grant Options to Eligible Persons reserving for issuance such number of Common Shares equal to up to a maximum of 10% of the issued and outstanding Common Shares as at the date of the grant (such maximum amount to include any RSUs awarded under the Share Compensation Plan).

(a) Mechanics for Options

Each Option granted pursuant to the Share Compensation Plan will entitle the holder thereof to the issuance of one Common Share upon achievement of the vesting criteria and payment of the applicable exercise price. Options granted under the Share Compensation Plan will be exercisable for Common Shares issued from treasury once the vesting criteria established by the Administrators at the time of the grant have been satisfied.

(b) Vesting Provisions

The Share Compensation Plan provides that the Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The agreement evidencing the grant of the Option attached as Exhibit B to the Share Compensation Plan (or in such form as the Administrators may approve from time to time) will disclose any vesting conditions prescribed by the Administrators.

(c) Termination, Retirement and Other Cessation of Employment in connection with Options

A person participating in the Share Compensation Plan will cease to be eligible to participate where there is an Event of Termination. In such circumstances, unless otherwise determined by the Administrators in their discretion, any unvested Options will be automatically cancelled, terminated and not available for exercise and any vested Options may be exercised only before the earlier of: (i) the expiry of the Option; and (ii) six months after the date of the Event of Termination. If a person is terminated for just cause, all Options will be (whether or not then exercisable) automatically cancelled.

If an Event of Termination involving the death of a Participant occurs and such Participant is entitled to any Options under the Share Compensation Plan, the heirs or administrators of such Participant must claim such Security Based Compensation within one year of the Participant's death.

(d) Cashless Exercise

Subject to prior approval by the Administrators, a Participant may elect cashless exercise. In such case, the Participant will not be required to deliver to the Administrators a cheque or other form of payment for the aggregate exercise price of the Options. Instead the following will apply:

- (i) The Participant will instruct a broker selected by the Participant to sell through the stock exchange or market on which the Common Shares are listed or quoted, sufficient number of Common Shares issuable on the exercise of Options to cover the exercise price of the Options, as soon as possible upon the issue of such Common Shares to the Participant at the then applicable bid price of the Common Shares.
- (ii) Before the relevant trade date, the Participant will deliver the exercise notice including details of the trades to the Corporation electing the cashless exercise and the Corporation will direct its registrar and transfer agent to issue a certificate for such Participant's Common Shares in the name of the broker (or as the broker may otherwise direct) for the number of Common Shares issued on the exercise of the Options, against payment by the

broker to the Corporation of (i) the exercise price for such Common Shares; and (ii) the amount the Corporation determines, in its discretion, is required to satisfy the Corporation withholding tax and source deduction remittance obligations in respect of the exercise of the Options and issuance of Common Shares.

- (iii) The broker will deliver to the Participant the remaining value of the Options, net of any brokerage commission or other expenses (the “**In-the-Money Amount**”), in either (i) cash in an amount equal to the In-the-Money-Amount, or (b) such number of Common Shares (rounded down to the nearest whole number) having a fair market value equal to the In-the-Money Amount, plus a cash amount equal to the fraction of a Common Share that would otherwise be issuable multiplied by the fair market value of a Common Share.

(e) Net Exercise

Subject to prior approval by the Administrators, a Participant may elect to surrender for cancellation to the Corporation any vested Options being exercised and the Corporation will issue to the Participant, as consideration for the surrender of such Options, that number of Common Shares (rounded down to the nearest whole Common Share) on a net issuance basis in accordance with the following formula below:

$$X = \frac{Y(A - B)}{A}$$

where:

X = The number of Common Shares to be issued to the Participant in consideration for the net exercise of the Options under this Section 5.8;

Y = The number of vested Options with respect to the vested portion of the Option to be surrendered for cancellation;

A = The VWAP of the Common Shares; and

B = The Exercise Price for such Options.

(f) Other Terms

The Administrators will determine the exercise price and term/expiration date of each Option, provided that the exercise price in respect of that Option shall not be less than the Discounted Market Price on the date of grant. “**Discounted Market Price**” is defined in the Share Compensation Plan as the Market Price of the Common Shares, less a discount of up to 25% if the Market Price is \$0.50 or less; up to 20% if the Market Price is between \$2.00 and \$0.51; and up to 15% if the Market Price is greater than \$2.00; and “**Market Price**” is defined in the Share Compensation Plan as “as of any date, the closing price of the Common Shares on the TSX-V for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange or quotation system, the Market Price shall be determined in good faith by the Administrators.

No Option shall be exercisable after ten years from the date the Option is granted. Under the Share Compensation Plan, should the term of an Option expire on a date that falls within a blackout period formally imposed by the Corporation or within nine business days following the expiration thereof, such expiration date will be automatically extended to the tenth business day after the end of the blackout period.

***Change of Control***

If there is a Change of Control (as such term is defined in the Share Compensation Plan) then, notwithstanding any other provision of the Share Compensation Plan except subsection 4.3(d) which will continue to apply in all circumstances, all unvested RSUs and any or all Options (whether or not currently exercisable) shall automatically vest or become exercisable, as applicable, such that Participants under the Share Compensation Plan shall be able to

participate in the Change of Control transaction, including, at the election of the holder thereof, by surrendering such RSUs and Options to the Corporation or a third party or exchanging such RSUs or Options, for consideration in the form of cash and/or securities, to be determined by the Administrators in their sole discretion.

***Transferability***

RSUs awarded and Options granted under the Share Compensation Plan or any rights of a Participant cannot be transferred, assigned, charged, pledged or hypothecated, or otherwise alienated, whether by operation of law or otherwise.

***Reorganization and Change of Control Adjustments***

In the event of any declaration by the Corporation of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of Common Shares, reclassification or conversion of the Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Corporation, distribution (other than normal course cash dividends) of Corporation assets to holders of Common Shares, or any other corporate transaction or event involving the Corporation or the Common Shares, the Administrators may, subject to any necessary TSX-V approvals, make such changes or adjustments, if any, as they consider fair or equitable, to reflect such change or event including adjusting the number of Options and RSUs outstanding under the Share Compensation Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the exercise price of Options outstanding under the Share Compensation Plan, provided that the value of any Option or RSU immediately after such an adjustment shall not exceed the value of such Option or RSU prior thereto.

***Amendment Provisions in the Share Compensation Plan***

The Board may amend the Share Compensation Plan or any RSU or Option at any time without the consent of any Participant provided that such amendment shall:

- (a) not adversely alter or impair any RSU previously awarded or any Option previously granted, except as permitted by the adjustment provisions of the Share Compensation Plan and with respect to RSUs and Options of US Participants;
- (b) be subject to any regulatory approvals including, where required, the approval of the TSX-V; and
- (c) be subject to shareholder approval, where required by the requirements of the TSX-V, provided that shareholder approval shall not be required for the following amendments:
  - (i) amendments of a “housekeeping nature”, including any amendment to the Share Compensation Plan or a RSU or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority, stock exchange or quotation system and any amendment to the Share Compensation Plan or an RSU or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
  - (ii) amendments that are necessary or desirable for RSUs or Options to qualify for favourable treatment under any applicable tax law;
  - (iii) amendments to the vesting provisions of any RSU or any Option (including any alteration, extension or acceleration thereof), providing such amendments do not adversely alter or impair such RSU or Option;
  - (iv) amendments to the termination provisions of any Option (e.g., relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of a blackout period) providing such amendments do not adversely alter or impair such Option;
  - (v) amendments to the Share Compensation Plan that would permit the Corporation to retain a broker and make payments for the benefit of Participants to such broker who would

purchase Common Shares for such persons, instead of issuing Common Shares from treasury upon the vesting of the RSUs;

- (vi) amendments to the Share Compensation Plan that would permit the Corporation to make lump sum cash payments to Participants, instead of issuing Common Shares from treasury upon the vesting of the RSUs;
- (vii) the amendment of the cashless exercise feature set out in the Share Compensation Plan; and
- (viii) change the application of the Change of Control provisions in section 6.2 or the Reorganization Adjustments provisions in section 6.3 of the Share Compensation Plan.

For greater certainty, shareholder approval will be required in circumstances where an amendment to the Share Compensation Plan would:

- (a) increase the fixed maximum percentage of issued and outstanding Common Shares issuable under the Share Compensation Plan, other than by virtue of the adjustment provisions in the Share Compensation Plan, or change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;
- (b) increase the limits referred to above under “*Restrictions on the Award of RSUs and Grant of Options*”;
- (c) reduce the exercise price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower exercise price to the same person);
- (d) extend the term of any Option beyond the original term (except if such period is being extended by virtue of a blackout period); or
- (e) amend the amendment provisions in Section 6.4 of the Share Compensation Plan.

A full copy of the Share Compensation Plan will be available for inspection at the Meeting and is attached as Schedule “B”.

### ***Plan Resolution***

In accordance with the policies of the TSX-V, the Plan Resolution must be passed by a majority of the votes cast on the ordinary resolution by all shareholders at the Meeting.

The Plan Resolution is an ordinary resolution, which must be passed by more than 50% of the votes cast by those shareholders entitled to vote, whether in person or by proxy. **In the absence of contrary instructions, the persons named in the accompanying form of proxy intend to vote the Common Shares represented thereby FOR the Plan Resolution.**

As of date of this Circular, there are 10,475,000 Options and no RSUs outstanding under the Share Compensation Plan reserving for issuance of a total of 10,475,000 Common Shares, being approximately a total of 8.39% of the issued and outstanding Common Shares. If the Plan Resolution is approved by the shareholders, an additional 2,015,981 Options and RSUs will be available for grant based on the number of 124,909,811 issued and outstanding Common Shares as of the date of this Circular.

The Plan Resolution, which must be approved by the holders of a majority of the Common Shares voting at the Meeting, is as follows:

#### **“RESOLVED AS AN ORDINARY RESOLUTION THAT:**

1. the Share Compensation Plan, as described in the Circular, with the grant of RSUs and Options thereunder in accordance therewith, is hereby ratified, confirmed and approved and shall continue and remain in effect until further ratification is required pursuant to the rules of the TSX-V or other applicable regulatory requirements;

2. the maximum number of Common Shares reserved for issuance under the Share Compensation Plan shall be no more than 10% of the Corporation's issued and outstanding share capital at the time of any RSU or Option award or grant;
3. the Corporation is hereby authorized and directed to issue such Common Shares pursuant to the Share Compensation Plan as fully paid and non-assessable Common Shares;
4. any one director or officer of the Corporation be and is hereby authorized to make any changes to the Share Compensation Plan, as may be required or permitted by the TSX-V; and
5. any one director or officer of the Corporation is authorized and directed, on behalf of the Corporation, 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 this ordinary resolution."

The Plan Resolution must be approved by a simple majority approval of the votes cast at the Meeting by the holders of Common Shares. If the Share Compensation Plan is not approved by the shareholders, the Corporation will have to consider other methods of compensating and providing incentives to directors, officers, employees and consultants.

**The Board recommends that you vote in favour of the above Plan Resolution. In the absence of a contrary instruction, the persons named in the enclosed form of proxy intend to vote in favour of the Plan Resolution.**

#### EXECUTIVE COMPENSATION

All dollar amounts in this Circular are expressed in Canadian dollars unless otherwise indicated.

#### Compensation Discussion & Analysis

The Board is responsible for the oversight of the Corporation's strategy, policies and programs on the compensation and development of senior management and directors. The Board is advised on such matters by the Corporation's Compensation Committee.

The Corporation's executive compensation program is intended to provide an appropriate overall compensation package that permits the Corporation to attract and retain highly qualified and experienced senior executives and to encourage superior performance by the Corporation. The Corporation's compensation policies are intended to motivate individuals to achieve and to award compensation based on corporate and individual results. The compensation of the Corporation's executive officers is established based on a relatively equal weighing of each of these considerations.

Compensation for the Corporation's executive officers is intended to reflect a fair evaluation of overall performance and is intended to be competitive in aggregate with levels of compensation of comparable corporations. The Corporation's compensation structure is primarily composed of two components: base salary and Options and RSUs to purchase Common Shares. The Corporation generally strives to use long term incentives, such as the grant of Options, as performance incentives for executive management and to provide the opportunity for overall compensation of employees, including executives, to be above industry-average levels as well as to increase the alignment of interests between employees, executive management and shareholders. Executive officers and directors are eligible to be granted Options under the Share Compensation Plan, and previous grants of Options are taken into consideration when considering new grants. The Share Compensation Plan is intended to provide long term rewards linked directly to the market value of the Common Shares. The Corporation is of the view that the Share Compensation Plan is in the best interests of the Corporation and will assist the Corporation to attract, motivate and retain talented and capable board members and executive management.

The Share Compensation Plan also allows the Corporation to grant from time to time RSUs to non-employee directors, employees and/or consultants of the Corporation or its designated affiliates on such terms and conditions as prescribed by the Share Compensation Plan. As of the date of this Circular, there are 10,475,000 Options and no RSUs outstanding under the Share Compensation Plan and, if the Share Compensation Plan is approved by the shareholders,

an additional 2,015,981 Options and RSUs will be available for grant under the Share Compensation Plan based on the number of issued and outstanding Common Shares as of the date of this Circular.

During the financial year ended August 30, 2021, the Corporation granted 10,200,000 Options to certain directors, officers and consultants of the Corporation including 6,000,000 Options exercisable at \$0.20 per Option expiring on January 21, 2031 and 4,200,000 Options exercisable at \$1.03 per Option expiring April 28, 2031, pursuant to the terms of the Share Compensation Plan.

The Corporation does not have a pension plan benefit program nor a non-equity incentive plan in place. Therefore, there were no payments or benefits in connection with a defined benefit or a defined contribution plan and no annual incentive plan or long-term incentive plan awards offered to the Named Executive Officers (as defined below) during the Corporation's most recently completed financial year.

Given the current stage of development and the limited elements of executive compensation, the Board believes it has effective risk management and regulatory compliance relating to its compensation policies used in determining executive compensation. Risks related to compensation are taken into consideration as part of the general review and determination of executive compensation by the Board. Inappropriate and excessive risks by executives are mitigated by regular Board meetings during which financial and other information of the Corporation is reviewed, and which information includes executive compensation. Interested directors declare their interest and abstain from voting on compensation matters. No risks have been identified arising from the Corporation's compensation policies and practices that are reasonably likely to have a material adverse effect on the Corporation.

The Corporation does not permit its NEOs (as defined below) or directors to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

### **Compensation Committee**

The Compensation Committee of the Board is responsible for advising and making recommendations to the Board on matters relating to the compensation, development and recruitment of senior officers and directors. The Compensation Committee is composed of three members, one of whom is not independent director.

The current members of the Compensation Committee are Messrs. Cale Moodie, Dario Meli and Carmen To. For the ensuing year, the members of the Compensation Committee are expected to be comprised of the same three individuals. Messrs. Meli and To are considered to be independent from the Corporation. Mr. Moodie, President, Chief Executive Officer and Chairman of the Corporation, is not considered independent. Each member of the Compensation Committee has direct experience relevant to their responsibilities on the committee, including acting as officers and directors of other publicly-traded corporations, and as a result is familiar with remuneration in the Corporation's industry.

Skills and experience that enable the Compensation Committee to make decisions on the suitability of the Corporation's compensation policies and practices include:

- |              |  |
|--------------|--|
| Dario Meli:  | Mr. Meli is the Chair of the Compensation Committee. Mr. Meli is an entrepreneur and founder of five different companies, which include Invoke Media, Foodee Media, and Quietly Media. Mr. Meli is presently Chief Executive Officer for Quietly Media, which he founded in 2013. Mr. Meli previously held the position of Chief Executive Officer & director at Invoke Media (he founded the company in 2000), partner at Music Direction, principal at Novare Res, and Manager of Operations at TIO Networks. Mr. Meli holds a Diploma of Commerce (1997) from Camosun College and a Diploma in Digital Media (1998) from the Vancouver Film School. |
| Cale Moodie: | Mr. Moodie's career in public market finance spans well over a decade in roles as founder, CFO, director and Audit Committee Chair for numerous publicly traded companies on the TSX-V. He has been involved in over \$100M in financings and  |

instrumental in numerous transactions including the sale of Underworld Resources (as CFO) to Kinross Gold for \$140M in 2010. Mr. Moodie has been an avid follower and investor in the digital currency and blockchain space since 2013. He completed programs of Bachelor of Science from UBC (1999) and Chartered Professional Accountant (2006). He was previously employed by KPMG LLP Vancouver with the Industrial Markets Group, with an emphasis on auditing mining and resource based companies. Mr. Moodie is a Chartered Professional Accountant (CPA, CA) in good standing with the Chartered Professional Accountants of British Columbia.

Carmen To:

Mr. To is a CPA, CA, and previously worked at KPMG LLP on both private and public company clients. Carmen To is now an independent consultant and successful entrepreneur working in a variety of industries from real estate to management consulting. Mr. To is a founder of Rent It Now Property Management Inc. and a former Controller of Henderson Development and Gablecraft Homes Inc. Mr. To is a Chartered Professional Accountant (CPA, CA) in good standing with the Chartered Professional Accountants of British Columbia.

### Summary Compensation Table

The following table sets out information concerning the compensation earned from the Corporation and any of the Corporation's subsidiaries during the financial years ended August 31, 2021, 2020 and 2019 by the Corporation's Chief Executive Officer, Chief Financial Officer and Chief Operating Officer, and former Chief Financial Officer (together, the "Named Executive Officers" or "NEOs"). No other officers of the Corporation are entitled to annual total compensation of more than \$150,000.

Name and principal position	Fiscal Year Ended	Salary (\$)	Share-based awards (\$ <sup>(1)</sup> )	Option-based awards (\$ <sup>(2)</sup> )	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Cale Moodie <sup>(3)</sup> <i>President, CEO and Chairman</i>	2021	Nil	43,500	2,536,112	Nil	Nil	Nil	557,867 <sup>(4)</sup>	3,137,479
	2020	Nil	9,500	Nil	Nil	Nil	Nil	160,000 <sup>(4)</sup>	169,500
	2019	Nil	Nil	Nil	Nil	Nil	Nil	160,000 <sup>(4)</sup>	160,000
Kalle Radage <sup>(5)</sup> <i>Former Interim CFO, CFO and COO</i>	2021	Nil	26,159	1,317,416	Nil	Nil	Nil	409,201 <sup>(6)</sup>	1,752,776
	2020	Nil	20,750	Nil	Nil	Nil	Nil	125,000 <sup>(6)</sup>	145,750
	2019	Nil	Nil	Nil	Nil	Nil	Nil	125,000 <sup>(6)</sup>	125,000
Troy Wong <sup>(7)</sup> <i>Former CFO</i>	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2019	Nil	Nil	Nil	Nil	Nil	Nil	80,700 <sup>(8)</sup>	80,700

Notes:

<sup>(1)</sup> On January 8, 2021, the Board approved a total award of 307,198 RSUs with an award date of January 7, 2021, vested immediately, with 145,000 RSUs awarded to Mr. Moodie through Spartan and 87,198 awarded to Mr. Radage through Major Big. The value of these RSUs are based on the TSX-V closing price of the Common shares on January 6, 2021 (\$0.30), the trading day immediately prior to the effective date of the RSU awards.

On January 19, 2020, the Board approved a total award of 280,001 RSUs, vested immediately, with 63,333 RSUs awarded to Mr. Moodie and 138,334 RSUs awarded to Mr. Radage through Major Big. The value of these RSUs are based on the TSX-V closing price of the Common Shares on January 17, 2020 (\$0.15), the trading day immediately prior to the date of the RSU awards.

The figures in this column related to the financial year ended August 31, 2021 do not include the RSUs granted before but were vested during the financial year ended August 31, 2021.

<sup>(2)</sup> On January 21, 2021, the Board approved a total grant of 6,000,000 Options, with 2,500,000 Options granted to Mr. Moodie and 1,500,000 Options granted to Mr. Radage.

On April 28, 2021, the Board approved a total grant of 4,200,000 Options, with 2,000,000 Options granted to Mr. Moodie and 1,000,000 Options granted to Mr. Radage.

In 2021, the fair value of the Options was calculated using the Black-Scholes option pricing model assuming a risk-free interest rate of 1.14%, a dividend yield of nil, the expected annual volatility of the Corporation's share price of 159.89% and an expected life of the Options of 10 years.

There were no Options awarded to NEOs during the years ended August 31, 2020 and 2019.

- (3) Mr. Moodie was originally appointed director, President and CEO of the Corporation upon the Corporation's inception on January 17, 2018. On November 15, 2019, he was appointed Chairman of the Corporation replacing Guy Halford-Thompson.
- (4) Consulting fees of \$557,867, \$160,000 and \$160,000 were paid or accrued to Spartan Pacific Financial Ltd. ("**Spartan Pacific**"), a company controlled by Mr. Moodie, for the financial years ended August 31, 2021, 2020 and 2019 respectively. An annual bonus of \$331,200 was accrued by Spartan Pacific for the financial year ended August 31, 2021 as a result of satisfying certain performance-based milestones set by the Compensation Committee in accordance with the Spartan Management Services Agreement (as defined below). No bonus was paid to Mr. Moodie for the financial years ended August 31, 2020 and 2019.
- (5) Mr. Radage was originally appointed COO of the Corporation upon the Corporation's inception on January 17, 2018 and appointed Secretary of the Corporation on August 20, 2019. Mr. Radage was also the Interim CFO of the Corporation from August 20, 2019 to March 25, 2020. On March 25, 2020, Mr. Radage was appointed CFO of the Corporation.
- (6) Consulting fees of \$409,201, \$125,000 and \$125,000 were paid or accrued to Mr. Radage through Major Big for the financial years ended August 31, 2021, 2020 and 2019 respectively. An annual bonus of \$239,200 was accrued by Major Big for the financial year ended August 31, 2021 as a result of satisfying certain performance-based milestones set by the Compensation Committee in accordance with the Major Big Consulting Agreement (as defined below). No bonus was paid to Mr. Radage for the financial years ended August 31, 2020 and 2019.
- (7) Mr. Wong was appointed CFO and Secretary of the Corporation on January 17, 2018, and he resigned from these positions on August 20, 2019. All Options and RSUs held by Mr. Wong were cancelled as a result of his resignation on August 20, 2019 and have since been re-allocated in accordance with the Original Share Compensation Plan.
- (8) Consulting fees of \$80,700 were paid or incurred to Moon Shot Operating Corp., a company controlled by Mr. Wong, for the financial year ended August 31, 2019. No bonus was paid to Mr. Wong for the financial year ended August 31, 2019.

## Incentive Plan Awards

### *Outstanding Option-Based and Share-Based Awards*

The following table sets out for each Named Executive Officer information concerning all option-based and share-based awards outstanding as of August 31, 2021 (this includes awards granted before the most recently completed financial year).

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Cale Moodie <sup>(2)</sup> <i>President, CEO and Chairman</i>	2,500,000	0.20	January 21, 2031	875,000	Nil	N/A	Nil
	2,000,000	1.03	April 28, 2031	N/A			
Kalle Radage <sup>(3)</sup> <i>CFO and COO</i>	1,500,000	0.20	January 21, 2031	525,000	Nil	N/A	Nil

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
	1,000,000	1.03	April 28, 2031	N/A			

Notes:

- (1) “In-the-money options” means the excess of the market value of the Common Shares on August 31, 2021 over the exercise price of the Options as determined by the Board. The trading price of the Common Shares on the TSX-V on August 31, 2021 was \$0.55.
- (2) Mr. Moodie was originally appointed director, President and CEO of the Corporation from inception on January 17, 2018. On November 15, 2019, he was appointed Chairman of the Corporation replacing Guy Halford-Thompson.
- (3) Mr. Radage was originally appointed COO of the Corporation from the Corporation’s inception on January 17, 2018 and appointed Secretary of the Corporation on August 20, 2019. Mr. Radage was also the interim CFO of the Corporation from August 20, 2019 to March 25, 2020. On March 25, 2020, Mr. Radage was appointed CFO of the Corporation.

***Value Vested or Earned During the Year***

The following table sets out for each Named Executive Officer information concerning the value of incentive plan awards—option-based and share-based awards as well as non-equity incentive plan compensation—vested or earned during the financial year ended August 31, 2021.

Name	Option-based awards – Value vested during the year (\$) <sup>(1)</sup>	Share-based awards – Value vested during the year (\$) <sup>(2)</sup>	Non-equity incentive plan compensation – Value earned during the year (\$)
Cale Moodie <sup>(3)</sup> <i>President, CEO and Chairman</i>	Nil	88,067	Nil
Kalle Radage <sup>(4)</sup> <i>CFO and COO</i>	Nil	44,570	Nil

Notes:

- (1) 2,500,000 Options exercisable at \$0.20 each and 2,000,000 Options exercisable at \$1.03 each were granted to Mr. Moodie on January 21, 2021 and April 28, 2021 respectively. 1,500,000 Options exercisable at \$0.20 each and 1,000,000 Options exercisable at \$1.03 each were granted to Mr. Radage on January 21, 2021 and April 28, 2021 respectively. These Options are exercisable any time within 10 years from the date of grant.

This column discloses the aggregate dollar value that would have been realized if the Options had been exercised on the vesting date. The figures in this column reflect the difference between the market price of the underlying securities at exercise and the exercise price of the Options on the grant date. The TSX-V closing prices of the Common Shares were \$0.20 on January 21, 2021 and \$1.03 on April 28, 2021.

- (2) 145,000 RSUs and 87,198 RSUs awarded to Mr. Moodie through Spartan and to Mr. Radage through Major Big, respectively, on January 8, 2021, with an award date of January 7, 2021 and at a price of \$0.32 each, were vested immediately upon issuance. 166,666 RSUs and 66,667 RSUs, being 1/3 of the RSUs awarded to Mr. Moodie and Mr. Radage respectively, on January 19, 2018 at a price of \$0.50 each, were vested on January 19, 2021.

The figures in this column reflect the number of RSUs multiplying by the market value of the underlying shares on the vesting date. The TSX-V closing prices of the Common Shares were \$0.32 on January 7, 2021 and \$0.25 on January 19, 2021.

- (3) Mr. Moodie was originally appointed director, President and CEO of the Corporation from inception on January 17, 2018. On November 15, 2019, he was appointed Chairman of the Corporation replacing Guy Halford-Thompson.
- (4) Mr. Radage was originally appointed COO of the Corporation from the Corporation’s inception on January 17, 2018 and appointed Secretary of the Corporation on August 20, 2019. Mr. Radage was also the interim CFO of the Corporation from August 20, 2019 to March 25, 2020. On March 25, 2020, Mr. Radage was appointed CFO of the Corporation.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

### Equity Compensation Plan Information

The following table provides information regarding compensation plans under which equity securities of the Corporation are authorized for issuance in effect as of the end of the Corporation’s most recently completed financial year:

*Equity Compensation Plan Information*

Plan Category	Number of Securities to be Issued upon Exercise of Options, Warrants and Rights (as at August 31, 2021)	Weighted – Average Exercise Price of Outstanding Options, Warrants and Rights (as at August 31, 2021)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (as at August 31, 2021)
Equity Compensation Plans Approved by Securityholders <sup>(1)</sup>	10,075,000 <sup>(2)</sup>	\$0.55	2,415,981 <sup>(3)</sup>
Equity Compensation Plans Not Approved by Securityholders	N/A	N/A	N/A
<b>Total</b>	10,075,000	\$0.55	2,415,981

Notes:

- (1) For a description of the terms of the Share Compensation Plan, see “*Particulars of Matters to be Acted Upon – Approval of Share Compensation Plan*”.
- (2) This figure represents of 10,075,000 outstanding Options. All outstanding RSUs awarded vested during the financial year ended August 31, 2021.
- (3) This figure is calculated based upon 10% of the outstanding Common Shares as of August 31, 2021.

The maximum number of Common Shares issuable under the Original Share Compensation Plan is limited to 10% of the total number of Common Shares outstanding from time to time with a maximum 1,603,866 RSUs being allowed to be issued under the Original Share Compensation Plan.

The Share Compensation Plan is a “rolling 10%” omnibus plan whereby the total number of Common Shares that are issuable pursuant to all Options and RSUs granted or awarded thereunder, in aggregate, is equal to up to a maximum of 10% of the issued and outstanding Common Shares as of the date of grant or award (together with any Common Shares issuable pursuant to any other share compensation arrangement).

Subsequent to the year ended August 31, 2021, the Corporation issued an aggregate of 400,000 Options with an exercise price of \$0.60 each expiring on November 25, 2023 pursuant to the terms of the Original Share Compensation Plan.

### Pension Plan Benefits

The Corporation does not offer pension plan (neither defined benefit nor defined contribution) benefits to its officers, directors and employees. Furthermore, the Corporation does not have a deferred compensation plan related to each Name Executive Officer.

## Termination and Change of Control Benefits

As at August 31, 2021, there were no employment contracts between the Corporation or its subsidiaries and any of its Named Executive Officers other than its CEO and CFO. As well, there is no compensatory plan or arrangement with respect to a Named Executive Officer which results or will result from the resignation, retirement or any other termination of employment of a Named Executive Officer's employment with the Corporation and its subsidiaries or from a change of control of the Corporation or any subsidiary of the Corporation or a change in an NEO's responsibilities following change of control other than its CEO and CFO.

The Corporation has a management services agreement with Spartan Pacific for the provision of CEO services. The Corporation entered into an amended consulting agreement effective May 1, 2021, with Spartan Pacific and Mr. Moodie (the "**Spartan Management Services Agreement**"). Under the Spartan Management Services Agreement, the Corporation will pay Spartan Pacific management services fees of \$360,000 per annum (the "**Spartan Fees**") and an annual bonus at a rate of up to 100% of the Spartan Fees, which shall be measured against performance-based milestones as determined by the Compensation Committee.

Under the Spartan Management Services Agreement, the Corporation may terminate Mr. Moodie (i) at any time, without notice or payment in lieu thereof, for just cause; or (ii) by providing a 24 months' notice or payment in lieu of such notice for termination without just cause. Upon a change of control, or within six months from the date of a change of control, Mr. Moodie may terminate the Spartan Management Services Agreement and will thereupon be entitled to receive payment of an amount equal to 24 months of the Spartan Fees. An estimate of the amount payable to Spartan Pacific if either of the triggering events occurred on August 31, 2021 is \$720,000.

The Corporation has a consulting agreement with Major Big for the provision of consulting services in connection with various elements of the Corporation's business and operations. The Corporation entered into an amended consulting agreement effective May 1, 2021, with Major Big and Mr. Radage (the "**Major Big Consulting Agreement**"). Under the Major Big Consulting Agreement, the Corporation should pay Major Big consulting fees of \$260,000 per annum (the "**Major Big Fees**") and an annual bonus at a rate of up to 100% of the Major Big Fees, which shall be measured against performance-based milestones as determined by the Compensation Committee.

Under the Major Big Consulting Agreement, the Corporation may terminate Mr. Radage (i) at any time, without notice or payment in lieu thereof, for just cause; or (ii) by providing a 24 months' notice or payment in lieu of such notice for termination without just cause. Upon a change of control, or within six months from the date of a change of control, Mr. Radage may terminate the Major Big Consulting Agreement and will thereupon be entitled to receive payment of an amount equal to 24 months of the Major Big Fees. An estimate of the amount payable to Major Big if either of the triggering events occurred on August 31, 2021 is \$520,000.

## Director Compensation

During the financial year ended August 31, 2021, none of the directors of the Corporation were paid, awarded or granted any compensation with respect to activities performed in their capacity as directors except as noted below. Directors are eligible to participate in the Share Compensation Plan. Directors are also entitled to be reimbursed for expenses incurred by them in their capacity as directors. The following tables disclose the particulars of all awards to directors who are not NEOs:

Name	Fees earned (\$) <sup>(1)</sup>	Share-based awards (\$) <sup>(2)</sup>	Option-based awards (\$) <sup>(3)</sup>	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Dario Meli <sup>(4)</sup>	28,000	1,500	558,285	Nil	Nil	Nil	\$587,785
Carmen To <sup>(5)</sup>	28,000	7,500	354,034	Nil	Nil	Nil	\$389,534
Mitchell Demeter <sup>(6)</sup>	28,000	7,500	456,160	Nil	Nil	Nil	\$491,660

Notes:

- (1) The figures in this column include consulting fees paid or accrued for director fees paid during the financial year ended August 31, 2021. The non-executive directors are entitled to \$4,000 per month as of May 1, 2021.
- (2) On January 8, 2021, the Board approved a total award of 307,198 RSUs with an award date of January 7, 2021, vested immediately, with 5,000 RSUs awarded to Mr. Meli, 25,000 RSUs awarded to Mr. To and 25,000 RSUs awarded to Mr. Demeter. The value of these RSUs are based on the TSX-V closing price of the Common shares on January 6, 2021 (\$0.30), the trading day immediately prior to the date of the RSU awards.

The figures in this column do not include the RSUs granted before but were vested during the financial year ended August 31, 2021.

- (3) On January 21, 2021, the Board approved a total grant of 6,000,000 Options, with 500,000 Options granted to each of Mr. Meli, Mr. To and Mr. Demeter. On April 28, 2021, the Board approved a total grant of 4,200,000 Options, with 450,000 Options granted to Mr. Meli, 250,000 Options granted to Mr. To and 350,000 Options granted to Mr. Demeter.

In 2021, the fair value was calculated using the Black-Scholes option pricing model assuming a risk free interest rate of 1.14%, a dividend yield of nil, the expected annual volatility of the Corporation's share price of 159.89% and an expected life of the Options of 10 years.

- (4) Mr. Meli was originally appointed a director of the Corporation from inception on January 17, 2018.
- (5) Mr. To was originally appointed a director of the Corporation on November 15, 2019.
- (6) Mr. Demeter was originally appointed a director of the Corporation on January 22, 2020.

#### Outstanding Option-Based and Share-Based Awards

The following table sets forth all outstanding awards held by each non-NEO director of the Corporation as at August 31, 2021 (this includes awards granted before the most recently completed financial year).

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#) <sup>(1)</sup>	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Dario Meli <sup>(2)</sup>	500,000	0.20	January 21, 2031	175,000	Nil	N/A	Nil
	450,000	1.03	April 28, 2031	N/A			
Carmen To <sup>(3)</sup>	500,000	0.20	January 21, 2031	175,000	Nil	N/A	Nil
	250,000	1.03	April 28, 2031	N/A			
Mitchell Demeter <sup>(4)</sup>	500,000	0.20	January 21, 2031	175,000	Nil	N/A	Nil
	350,000	1.03	April 28, 2031	N/A			

Notes:

- (1) "In-the-money options" means the excess of the market value of the Common Shares on August 31, 2021 over the exercise price of the Options as determined by the Board. The trading price of the Common Shares on the TSX-V on August 31, 2021 was \$0.55.
- (2) Mr. Meli was originally appointed a director of the Corporation from inception on January 17, 2018.
- (3) Mr. To was originally appointed a director of the Corporation on November 15, 2019.

(4) Mr. Demeter was originally appointed a director of the Corporation on January 22, 2020.

***Value Vested or Earned During the Year***

The following table sets out by each non-NEO director, information concerning the value of incentive plan awards – option-based and share-based awards as well as non-equity incentive plan compensation – vested or earned during the financial year ended August 31, 2021.

<b>Name</b>	<b>Option-based awards – Value vested during the year (\$)<sup>(1)</sup></b>	<b>Share-based awards – Value vested during the year (\$)<sup>(2)</sup></b>	<b>Non-equity incentive plan compensation – Value earned during the year (\$)</b>
Dario Meli <sup>(3)</sup>	Nil	5,767	N/A
Carmen Man Fai To <sup>(4)</sup>	Nil	8,000	N/A
Mitchell Wayne Demeter <sup>(5)</sup>	Nil	8,000	N/A

Notes:

(1) 500,000 Options exercisable at \$0.20 each and 450,000 Options exercisable at \$1.03 each were granted to Mr. Meli on January 21, 2021 and April 28, 2021 respectively. 500,000 Options exercisable at \$0.20 each and 250,000 Options exercisable at \$1.03 each were granted to Mr. To on January 21, 2021 and April 28, 2021 respectively. 500,000 Options exercisable at \$0.20 each and 350,000 Options exercisable at \$1.03 each were granted to Mr. Demeter on January 21, 2021 and April 28, 2021 respectively. These Options are exercisable any time within 10 years from the date of grant.

This column discloses the aggregate dollar value that would have been realized if the Options had been exercised on the vesting date. The figures in this column reflect the difference between the market price of the underlying securities at exercise and the exercise price of the Options on the grant date. The TSX-V closing prices of the Common Shares were \$0.20 on January 21, 2021 and \$1.03 on April 28, 2021.

(2) 5,000 RSUs, 25,000 RSUs and 25,000 RSUs awarded to Mr. Meli, Mr. To and Mr. Demeter, respectively, on January 8, 2021, with an award date of January 7, 2021 and at a price of \$0.32 each, vested immediately upon issuance. 16,667 RSUs, being 1/3 of the RSUs awarded to Mr. Meli on January 19, 2018 at a price of \$0.50 each, were vested on January 19, 2021.

The figures in this column reflect the number of RSUs multiplying by the market value of the underlying shares on the vesting date. The TSX-V closing prices of the Common Shares were \$0.32 on January 7, 2021 and \$0.25 on January 19, 2021.

(3) Mr. Meli was originally appointed a director of the Corporation from inception on January 17, 2018.

(4) Mr. To was originally appointed a director of the Corporation on November 15, 2019.

(5) Mr. Demeter was originally appointed a director of the Corporation on January 22, 2020.

**Directors’ and Officers’ Liability Insurance**

The Corporation has not purchased liability insurance but has agreed to indemnify directors and officers of the Corporation against all costs, charges and expenses reasonably incurred by them in respect of certain proceedings to which they may be made party by reason of their status as directors or officers of the Corporation.

**AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR**

National Instrument 52-110 *Audit Committees* of the Canadian Securities Administrators (“**NI 52-110**”) requires the Corporation, 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:

### **Audit Committee Mandate and Terms of Reference for Chair**

The mandate and responsibilities of the audit committee of the Board (the “**Audit Committee**”) can be found in the Audit Committee Charter, which is attached to this Circular as Schedule “C”.

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

The Audit Committee is comprised of the following members:

<i>Member</i>	<i>Independent<sup>(1)</sup></i>	<i>Financially Literate<sup>(2)</sup></i>
Dario Meli	Yes	Yes
Carmen To	Yes	Yes
Mitchell Demeter	Yes	Yes

Notes:

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Corporation which could, in the view of the Board, reasonably interfere with the exercise of a member’s independent judgment.
- (2) An individual is financially literate if the member has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation’s financial statements.

### **Relevant Education and Experience**

Information regarding the relevant education and experience of the members of the Audit Committee is set out above in the sections titled “*Particulars of Matters to be Acted Upon – Election of Directors*”. Each member of the Audit Committee has an understanding of the business in which the Corporation is engaged and has an appreciation of the financial issues and accounting principles that are relevant in assessing the Corporation’s financial disclosures and internal control systems.

### **Audit Committee Oversight**

At no time since the commencement of the Corporation’s most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

### **Reliance on Certain Exemptions**

At no time since the commencement of the Corporation’s most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), Subsection 6.1.1(4) of NI 52-110 (*Circumstance Affecting the Business or Operations of the Venture Issuer*), Subsection 6.1.1(5) of NI 52-110 (*Events Outside Control of Member*), subsection 6.1.1(6) of NI 52-110 (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

### **Pre-Approval Policies and Procedures**

The Audit Committee reviews all non-audit services and pre-approves all non-audit services to be provided to the Corporation by its external auditors.

### **External Auditor Service Fees (By Category)**

Fees incurred with the Corporation’s external auditors in each of the last two financial years are outlined in the following table:

Nature of Services	Fees Paid to Auditor in Year Ended August 31, 2021 (\$)	Fees Paid to Auditor in Year Ended August 31, 2020 (\$)
Audit Fees	280,000 <sup>(1)</sup>	26,250
Audit-Related Fees	Nil	Nil
Tax Fees	Nil	Nil
All Other Fees	Nil	Nil
Total	280,000 <sup>(1)</sup>	26,250

Note:

<sup>(1)</sup> The increase in audit fees for the financial year ended August 31, 2021 relate to the expansion and diversification of the Corporation’s asset base and related audit procedure requirements.

### **Exemption**

The Corporation is relying upon the exemption in section 6.1 of NI 52-110 in respect of the composition of its audit committee and in respect of its reporting obligations.

### **STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) and National Policy 58-201 *Corporate Governance Guidelines* require issuers to disclose the corporate governance practices that they have adopted. NI 58-101 mandates disclosure of corporate governance practices for venture issuers in Form 58-101F2 *Corporate Governance Disclosure (Venture Issuers)*. Set forth below is a description of the Corporation’s current corporate governance practices.

#### **Board of Directors**

The Board facilitates its exercising of independent supervision over the Corporation’s management through frequent meetings of the Board.

The mandate of the Board, as prescribed by the BCBCA, is to manage or supervise the management of the business and affairs of the Corporation and to act with a view to the best interests of the Corporation. In doing so, the Board oversees the management of the Corporation’s affairs directly and through its committees.

Messrs. Demeter, To, and Meli, will be, if elected, “independent” directors in that they are independent and free from any interest, and any business or other relationship which could reasonably be perceived to, materially interfere with the director’s ability to act with the best interests of the Corporation, other than interests and relationships arising from shareholdings. Mr. Moodie and Mr. Radage are current members of management and therefore, not considered independent.

The Board has not developed written position descriptions for the Chairman of the Board or for each chairman of each Board committee. Their primary roles are managing the affairs of the Board or such committee including ensuring the Board or such committee is organized properly, functions effectively and meets its obligations and responsibilities. Each chairman conducts the affairs of the committees in accordance with the charters of such committee.

The Board and CEO have not developed a written position description for the CEO. The roles and responsibilities of the CEO are to develop the Corporation’s strategic plan; carry out a comprehensive operational planning and budgeting process; monitor the Corporation’s financial performance against budget; and identify risks and opportunities in the Corporation’s business and manage them accordingly.

#### **Directorships**

The following director of the Corporation is director of other reporting issuers as follows:

Name	Name of Reporting Issuer	Exchange or Market	Position
Cale Moodie	Brixton Metals Corporation	TSX-V	Director
	Full Metal Minerals Ltd.	TSX-V	Director

### **Orientation and Continuing Education**

While we do not have formal orientation and training programs, new Board members are provided with: (i) access to recent, publicly filed documents of our Corporation, technical reports and our internal financial information; (ii) access to management and technical experts and consultants; and (iii) a summary of significant corporate and securities responsibilities.

Board members are encouraged to communicate with management, auditors and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance and to attend related industry seminars and visit our offices. Board members have full access to our records.

### **Ethical Business Conduct**

The Board is of the view that the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an 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 reasonably independently of management and in the best interests of the Corporation.

### **Nomination of Directors**

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the cryptocurrency industry are consulted for possible candidates.

### **Compensation**

The Board has established a Compensation Committee to determine the compensation of directors and the CEO. Reference is made to the "*Compensation Discussion and Analysis*" contained in the Circular under the heading "*Executive Compensation*".

### **Other Board Committees**

At the present time, the Board has two committees: the Audit Committee, and the Compensation Committee. The Compensation Committee is responsible for advising the Board of the appropriate compensation for officers and directors of the Corporation. The Audit Committee is responsible for review and approval of the interim and annual financial statements.

### **Assessments**

The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees. The Audit Committee will annually review the Audit Committee charter and recommend revisions to the Board as necessary. The Corporation feels its corporate governance practices are appropriate and effective for the Corporation, given its size and operations. The Corporation's method of corporate governance allows for the Corporation to operate efficiently, with simple checks and balances that control and monitor management and corporate functions without excessive administrative burden.

## **INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

No director, proposed nominee for election as director, executive officer or their respective associates or affiliates, other management of the Corporation, employees, or former executive officers, directors or employees were indebted to the Corporation or any of its subsidiaries or is or has been indebted to another entity where such indebtedness is or

has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries, as of the end of the most recently completed financial year or as at the date hereof, other than routine indebtedness.

#### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Other than as set out elsewhere in this Circular and to the knowledge of management of the Corporation, no informed person or nominee for election as a director of the Corporation or any associate or affiliate of any informed person or proposed director has had any interest in any transaction since the commencement of the Corporation's last financial year, or has any interest in any proposed transaction, which, in either case, has materially affected or would materially affect the Corporation or any of its subsidiaries, other than as set out below and herein.

NEO, Cale Moodie, through Spartan Pacific, has provided consulting services to the Board since October 30, 2017. The Corporation engaged Spartan Pacific for consulting services of \$160,000 per annum from January 2018 to April 2021. During the financial year ended August 31, 2021, the Corporation entered into the Spartan Management Services Agreement, pursuant to which the Corporation will pay Spartan Pacific the Spartan Fees and an annual bonus at a rate of up to 100% of the Spartan Fees. See "*Securities Authorized For Issuance Under Equity Compensation Plans - Termination and Change of Control Benefits*" above.

NEO, Kalle Radage, through Major Big, has also provided consulting services to the Corporation effective January 2018 for \$125,000 per annum. During the financial year ended August 31, 2021, the Corporation entered into the Major Big Consulting Agreement, pursuant to which the Corporation will pay the Major Big Fees and an annual bonus at a rate of up to 100% of the Major Big Fees. See "*Securities Authorized For Issuance Under Equity Compensation Plans - Termination and Change of Control Benefits*" above.

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

No director or executive officer of the Corporation, nor any person who has held such a position since the beginning of the last completed financial year of the Corporation, nor any proposed nominee for election as a director of the Corporation, 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 or the appointment of auditors, and as may be set out herein. Directors and executive officers may, however, be interested in the approval of the Share Compensation Plan as detailed in "*Particulars of Matters to be Acted Upon*".

#### **MANAGEMENT CONTRACTS**

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

#### **ADDITIONAL INFORMATION**

Financial information is provided in the audited financial statements of the Corporation for the year ended August 31, 2021 and in the related management discussion and analysis as filed on SEDAR at [www.sedar.com](http://www.sedar.com).

Additional information relating to the Corporation is filed on SEDAR at [www.sedar.com](http://www.sedar.com) and available upon request from the Corporation. Shareholders may contact the Corporation at its registered office at 2800 Park Place, 666 Burrard Street, Vancouver, B.C. V6C 2Z7, Telephone: 604-319-6955, Email: [info@neptunedigitalassets.com](mailto:info@neptunedigitalassets.com) to request such additional information or copies of the Corporation's financial statements and accompanying management's discussion and analysis. Copies of documents will be provided free of charge to security holders of the Corporation. The Corporation may require the payment of a reasonable charge from any person or company who is not a securityholder of the Corporation, who requests a copy of any such document.

**OTHER MATTERS**

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

**DIRECTORS' APPROVAL**

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

Dated at Vancouver, British Columbia, February 1, 2022.

**BY ORDER OF THE BOARD**

*Cale Moodie* (signed)

**Cale Moodie**  
**Director, President, and Chief Executive Officer**

**SCHEDULE "A"**  
**CHANGE OF AUDITOR REPORTING PACKAGE**

**(Attached)**

**NEPTUNE DIGITAL ASSETS CORP.**

2800 Park Place  
666 Burrard Street  
Vancouver, BC V6C 2Z7

**NOTICE OF CHANGE OF AUDITOR**

Pursuant to Part 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations*

TO: Manning Elliott LLP

AND TO: British Columbia Securities Commission  
Alberta Securities Commission

Neptune Digital Assets Corp. (the "**Company**") confirms that:

1. Manning Elliott LLP (the "**Former Auditor**") has resigned as auditor of the Company, on its own initiative, effective September 7, 2021;
2. the resignation of the Former Auditor has been recommended by the Audit Committee of the Company and accepted by the Board of Directors of the Company;
3. the Audit Committee of the Company is actively considering alternatives for a successor auditor for the Company but has not yet recommended a replacement auditor to fill the vacancy;
4. the Company further reports that there were no reservations or modified opinions in the Former Auditor's reports on the Company's financial statements for the period commencing at the beginning of the Company's two most recently completed financial years and ending on the date of resignation of the Former Auditor; and
5. there are no "reportable events" (as such term is defined in Part 4.11 of National Instrument 51-102 *Continuous Disclosure Obligations*) between the Company and the Former Auditor.

DATED this 8<sup>th</sup> day of September, 2021.

**NEPTUNE DIGITAL ASSETS CORP.**

Per: "*Cale Moodie*"

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Cale Moodie  
President and Chief Executive Officer

**NEPTUNE DIGITAL ASSETS CORP.**

2800 Park Place  
666 Burrard Street  
Vancouver, BC V6C 2Z7

**NOTICE OF CHANGE OF AUDITOR**

Pursuant to Part 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations*

TO: RSM Canada LLP  
AND TO: Manning Elliott LLP  
AND TO: British Columbia Securities Commission  
Alberta Securities Commission

Neptune Digital Assets Corp. (the "**Company**") confirms that:

1. Manning Elliott LLP (the "**Former Auditor**") has resigned as auditor of the Company, on its own initiative, effective September 7, 2021;
2. the Board of Directors of the Company has appointed RSM Canada LLP (the "**Successor Auditor**") as the successor auditor of the Company, effective November 2, 2021;
3. the resignation of the Former Auditor and the appointment of the Successor Auditor were considered by the Audit Committee of the Company and approved by the Board of Directors of the Company;
4. the Company sent a previous notice to the Former Auditor on September 8, 2021 (the "**Previous Notice**") and the Former Auditor confirmed its agreement with the contents of the Previous Notice by a letter dated September 8, 2021;
5. the Company further reports that there were no reservations or modified opinions in the Former Auditor's reports on the Company's financial statements for the period commencing at the beginning of the Company's two most recently completed financial years and ending on the date of resignation of the Former Auditor; and
6. there are no "reportable events" (as such term is defined in Part 4.11 of National Instrument 51-102 *Continuous Disclosure Obligations*) between the Company and the Former Auditor.

DATED this Second day of November, 2021.

**NEPTUNE DIGITAL ASSETS CORP.**

Per: "*Cale Moodie*"

\_\_\_\_\_  
Cale Moodie  
President and Chief Executive Officer



17th floor, 1030 West Georgia St., Vancouver, BC, Canada V6E 2Y3

Tel: 604. 714. 3600 Fax: 604. 714. 3669 Web: manningelliott.com

September 8, 2021

Alberta Securities Commission  
British Columbia Securities Commission

**Attention: Continuous Disclosure**

Dear Sirs/Mesdames:

**Re: Notice of Change of Auditor – Neptune Digital Assets Corp. (the “Company”)**

We have read the Notice of Change of Auditor (the “Notice”) of the Company dated September 8, 2021, delivered to us pursuant to Part 4.11 of National Instrument 51-102.

In this regard, we confirm that we are in agreement with the information contained in the Notice as it relates to Manning Elliott LLP. The confirmation is based on our knowledge of the information as at the date of this letter.

Yours truly,

MANNING ELLIOTT LLP

*Manning Elliott LLP*



**RSM Canada LLP**

11 King St W  
Suite 700, Box 27  
Toronto, ON M5H 4C7

T +1 416 480 0160

F +1 416 480 2646

[www.rsmcanada.com](http://www.rsmcanada.com)

November 2, 2021

Alberta Securities Commission  
British Columbia Securities Commission

Dear Sirs/Mesdames:

**Re: Neptune Digital Assets Corp. (the "Corporation")**  
**Notice of Change of Auditor**

We acknowledge receipt of a Notice of Change of Auditor (the "**Notice**") dated November 2, 2021 delivered to us by the Corporation in respect of the change of auditor of the Corporation.

Pursuant to National Instrument 51-102 of the Canadian Securities Administrators, please accept this letter as confirmation that we have reviewed the Notice and, based on our knowledge as at the time of receipt of the Notice, we agree with each of the statements therein as they relate to RSM Canada LLP.

Yours truly,  
**RSM Canada LLP**

*RSM Canada LLP*

Chartered Professional Accountants  
Licensed Public Accountants

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING

**SCHEDULE "B"**  
**SHARE COMPENSATION PLAN**

**(Attached)**

## NEPTUNE DIGITAL ASSETS CORP.

### SHARE COMPENSATION PLAN

#### 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** For purposes of the Plan, unless the context requires otherwise, the following words and terms shall have the following meanings:

- (a) “**1933 Act**” means the United States Securities Act of 1933, as amended;
- (b) “**Account**” has the meaning attributed to that term in section 4.8;
- (c) “**Administrators**” means the Board or such other persons as may be designated by the Board from time to time;
- (d) “**Affiliate**” has the meaning attributed to that term in the *Securities Act* (British Columbia)
- (e) “**Associate**” has the meaning attributed to that term in the *Securities Act* (British Columbia);
- (f) “**Award Date**” means the date or dates on which an award of Restricted Share Units is made to a Participant in accordance with section 4.1;
- (g) “**Blackout Period**” means the period during which designated Directors, Officers and Employees of the Corporation cannot trade the Common Shares as a result of the bona fide existence of undisclosed material information pursuant to the Corporation’s policy respecting restrictions on Directors’, Officers’ and Employee trading which is in effect at that time (which, for greater certainty, (i) does not include the period during which a cease trade order is in effect to which the Corporation or in respect of an insider, that insider is subject, and (ii) shall expire following the general disclosure of undisclosed material information;
- (h) “**Board**” means the board of directors of the Corporation from time to time;
- (i) “**Business Day**” means each day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia, Canada;
- (j) “**Change of Control**” means:
  - (i) the acceptance of an Offer by a sufficient number of holders of voting shares in the capital of the Corporation to constitute the offeror, together with persons acting jointly or in concert with the offeror, a shareholder of the Corporation being entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Corporation (provided that prior to the Offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Corporation),
  - (ii) the completion of a consolidation, merger or amalgamation of the Corporation with or into any other corporation whereby the voting shareholders of the Corporation immediately prior to the consolidation, merger or amalgamation receive less than 50% of the voting rights

attaching to the outstanding voting shares of the consolidated, merged or amalgamated corporation or any parent entity, or

- (iii) the completion of a sale whereby all or substantially all of the Corporation's undertakings and assets become the property of any other entity and the voting shareholders of the Corporation immediately prior to that sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale;
- (k) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended;
- (l) "**Common Shares**" means the common shares of the Corporation;
- (m) "**Consultant**" means an individual (other than a Director, Officer or Employee of the Corporation or any of its Subsidiaries) or company that is not a U.S. Person that:
  - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its Subsidiaries, other than services provided in relation to an offer or sale of securities of the Corporation in a capital-raising transaction, or services that promote or maintain a market for the Corporation's securities;
  - (ii) provides the services under a written contract between the Corporation or any of its Subsidiaries and the individual or the company, as the case may be; and
  - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or of any of its Subsidiaries.
- (n) "**Corporation**" means Neptune Digital Assets Corp., a corporation existing under the *Business Corporations Act* (British Columbia) and the successors thereof;
- (o) "**Discounted Market Price**" means the Market Price of the Common Shares, less a discount of up to 25% if the Market Price is \$0.50 or less; up to 20% if the Market Price is between \$2.00 and \$0.51; and up to 15% if the Market Price is greater than \$2.00;
- (p) "**Director**" means a director (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;
- (q) "**Effective Date**" means January 17, 2018;
- (r) "**Eligible Person**" means any Director, Officer, Employee, Management Company Employee or Consultant to whom an award has been granted under this Plan;
- (s) "**Employee**" means an individual who:

- (i) is considered an employee of the Corporation or a Subsidiary of the Corporation for purposes of source deductions under applicable tax or social welfare legislation; or
  - (ii) works full-time or part-time on a regular weekly basis for the Corporation or a Subsidiary of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or a Subsidiary of the Corporation over the details and methods of work as an employee of the Corporation or such Subsidiary, and, for greater certainty, includes any Executive Chairman of the Corporation.
- (t) **“Event of Termination”** means an event whereby a Participant ceases to be an Eligible Person and shall be deemed to have occurred by the giving of any notice of termination of employment or service (whether voluntary or involuntary and whether with or without cause), retirement, or any cessation of employment or service for any reason whatsoever, including disability or death;
- (u) **“Exchange”** means any stock exchange or quotation system in Canada where the Common Shares are listed on or through which the Common Shares are listed or quoted;
- (v) **“Exercise Price”** means the price at which an Common Share may be purchased pursuant to the exercise of an Option;
- (w) **“Grant Date”** means the date on which a grant of Options is made to a Participant in accordance with section 5.1;
- (x) **“insider”** has the meaning attributed to that term in the *Securities Act* (British Columbia);
- (y) **“Insider Participant”** means a Participant who is (i) an insider of the Corporation or any of its Subsidiaries, and (ii) an associate of any person who is an insider by virtue of (i);
- (z) **“Investor Relations Activities”** means any activities, by or on behalf of the Corporation or shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
- (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:
    - (A) to promote the sale of products or services of the Corporation, or
    - (B) to raise public awareness of the Corporation, that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
  - (ii) activities or communications necessary to comply with the requirements of:
    - (A) applicable securities laws;

- (B) the by-laws, rules or other regulatory instruments of the Exchange or any other self-regulatory body or exchange having jurisdiction over the Corporation;
  - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
    - (A) the communication is only through the newspaper, magazine or publication, and
    - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
  - (iv) activities or communications that may be otherwise specified by the Exchange.
- (aa) **"Investor Relations Service Provider"** all includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.
- (bb) **"Management Company Employee"** means an individual employed by a company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation;
- (cc) **"Market Price"** means, as of any date, the closing price of the Common Shares on the Exchange for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange, the Market Price shall be determined in good faith by the Administrators;
- (dd) **"Market Value"** means, on any date, the volume weighted average price of the Common Shares traded on the Exchange for the five (5) consecutive trading days prior to such date;
- (ee) **"Offer"** means a bona fide arm's length offer made to all holders of voting shares in the capital of the Corporation to purchase, directly or indirectly, voting shares in the capital of the Corporation;
- (ff) **"Officer"** means (as defined under Securities Laws) of the Corporation or of any of its Subsidiaries;
- (gg) **"Option"** means an option granted to an Eligible Person under the Plan to purchase Common Shares;
- (hh) **"Option Agreement"** has the meaning ascribed to that term in section 3.2;
- (ii) **"Participant"** means an Eligible Person selected by the Administrators to participate in the Plan in accordance with section 3.1 hereof;

- (jj) **“Payout Date”** means the day on which the Corporation pays to a Participant the Market Value of the RSUs that have become vested and payable;
- (kk) **“Plan”** means this share compensation plan, as amended, replaced or restated from time to time;
- (ll) **“reserved for issuance”** refers to Common Shares that may be issued in the future upon the vesting of Restricted Share Units which have been awarded and upon the exercise of Options which have been granted;
- (mm) **“Restricted Share Unit”** means a right granted to a Participant in accordance with section 4.1 hereof as compensation for employment or consulting services or services as a Director or Officer to receive, for no additional cash consideration, one Common Share or a lump sum payment in cash, that becomes vested in accordance with section 4.3;
- (nn) **“Restricted Share Unit Agreement”** has the meaning ascribed to that term in section 3.2;
- (oo) **“Security Based Compensation”** means any Options and Restricted Share Units granted or issued under this Plan but, as the context requires, also includes any deferred share unit, performance share unit, restricted share unit, securities for services, stock appreciation right, stock option, stock purchase plan, any security purchase from treasury by a Participant which is financially assisted by the Issuer by any means whatsoever, and any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Issuer from treasury to an Eligible Person under any other Share Compensation Arrangement, and for greater certainty, does not include:
  - (i) arrangements which do not involve the issuance from treasury or potential from treasury of securities of the Corporation;
  - (ii) arrangements under which Security Based Compensation is settled solely in cash and/or securities purchased on the secondary market; and
  - (iii) Shares for Services and shares for debt arrangements under Policy 4.3 of the TSXV that have been conditionally accepted by the Exchange prior to November 24, 2021.
- (pp) **“Share Compensation Arrangement”** means a 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 Directors, Officers and Employees of the Corporation and any of its Subsidiaries or to Consultants;
- (qq) **“Shares for Services”** has the meaning ascribed to that phrase in Policy 4.3 - *Share for Debt*;
- (rr) **“Subsidiary”** has the meaning ascribed thereto in the *Securities Act* (British Columbia) and **“Subsidiaries”** shall have a corresponding meaning;
- (ss) **“TSXV”** means the TSX Venture Exchange;

- (tt) **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (uu) **“U.S. Participant”** means a Participant who is a citizen of the United States or a resident of the United States, as defined in section 7701(a)(30)(A) and section 7701(b)(1) of the Code and any other Participant who is subject to tax under the Code with respect to compensatory awards granted pursuant to the Plan;
- (vv) **“U.S. Person”** means a “U.S. person”, as such term is defined in Regulation S under the 1933 Act;
- (ww) **“Withholding Obligations”** has the meaning ascribed to that term in section 4.6; and
- (xx) **“VWAP”** means the volume weighted average trading price of the Issuer’s Listed Shares on the Exchange calculated by dividing the total value by the total volume of such securities trade for the five Trading Days immediately preceding the exercise of the subject Stock Option. Where appropriate, the Exchange may exclude internal crosses and certain other special terms trades from the calculation.

1.2 **Headings:** The headings of all articles, sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

1.3 **Context, Construction:** Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

1.4 **References to this Plan:** The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to the Plan as a whole and not to any particular article, section, paragraph or other part hereof.

1.5 **Currency:** All references in this Plan or in any agreement entered into under this Plan to “dollars”, “\$” or lawful currency shall be references to Canadian dollars, unless the context otherwise requires.

## 2. **PURPOSE AND ADMINISTRATION OF THE PLAN**

2.1 **Purpose:** The purpose of the Plan is to advance the interests of the Corporation and its Subsidiaries, and its shareholders by: (i) ensuring that the interests of Eligible Persons are aligned with the success of the Corporation and its Subsidiaries; (ii) encouraging stock ownership by Eligible Persons; and (iii) providing compensation opportunities to attract, retain and motivate Eligible Persons.

### 2.2 **Common Shares Subject to the Plan:**

- (a) *General:* This Plan is a “rolling up to 10%” omnibus plan whereby the total number of Common Shares that are issuable pursuant to all Security Based Compensation granted or awarded hereunder, in aggregate, is equal to up to a maximum of 10% of the issued and outstanding Common Shares as of the date of grant or award (together with any Common Shares issuable pursuant to any

other Share Compensation Arrangement). For greater certainty, any Restricted Share Units that must be settled in cash in accordance with the Restricted Share Unit Agreement approved by the Administrators at the time of grant shall not count towards the maximum of 10% of issued and outstanding Common Shares reserved under this Plan as required by the policies of the Exchange.

- (b) *Limits for Individuals:* Unless the Corporation obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan to any one Participant (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) in any 12 month period shall not exceed 5% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted to the Participant;
- (c) *Limits for Consultants:* The maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan in any 12 month period to any one Consultant (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 2% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted or issued to the Consultant;
- (d) *Limits for Investor Relations Service Providers:* The maximum aggregate number of Common Shares issuable pursuant to all Options granted to Investor Relations Service Providers under the Plan in any 12 month period in aggregate shall not exceed 2% of the issued and outstanding Common Shares, calculated as at the date any Option is granted to such Investor Relations Services Provider; provided, that Options granted to any and all Investor Relations Service Providers must vest in accordance with the vesting requirements set out in Section 4.1(c) of TSXV Policy 4.4; and
- (e) *Aggregate Sales Price:* The aggregate sales price (meaning the sum of all cash, property, notes, cancellation of debt, or other consideration received or to be received by the Corporation for the sale of the securities) or amount of Common Shares issued during any consecutive 12-month period will not exceed the greatest of the following: (i) U.S.\$1,000,000; (ii) 15% of the total assets of the Corporation, measured at the Corporation's most recent balance sheet date; or (iii) 15% of the outstanding amount of the Common Shares of the Corporation, measured at the Corporation's most recent balance sheet date.

### 2.3 Other Terms of the Plan

- (a) All Security Based Compensation granted or issued hereunder is non-assignable and non-transferable.
- (b) Unless the Corporation obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan to Insider Participants as a group (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 10% of the issued and outstanding Common Shares at any point in time.

- (c) Unless the Corporation obtains disinterested shareholder approval, the maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan in any 12 month period to Insider Participants as a group (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 10% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted or issued to any Insider Participant.
- (d) For greater certainty, Investor Relations Service Providers may not receive any Security Based Compensation other than Options.
- (e) Any Security Based Compensation granted or issued to any Participant who is a Director, Officer, Employee, Consultant or Management Company Employee must expire within 12 months following the date the Participant ceases to be an Eligible Person under the Plan.

2.4 **Administration of the Plan:** The Plan shall be administered by the Administrators, through the recommendation of the Compensation Committee of the Board. Subject to any limitations of the Plan, the Administrators shall have the power and authority to:

- (a) adopt rules and regulations for implementing the Plan;
- (b) determine the eligibility of persons to participate in the Plan in accordance with section 3 herein;
- (c) determine when Restricted Share Units and Options to Eligible Persons shall be awarded or granted, the number of Restricted Share Units and Options to be awarded or granted, the vesting criteria for each award of Restricted Share Units and the vesting period for each grant of Options;
- (d) interpret and construe the provisions of the Plan and any agreement or instrument under the Plan;
- (e) subject to regulatory requirements, make exceptions to the Plan in circumstances which they determine to be exceptional;
- (f) require that any Participant provide certain representations, warranties and certifications to the Corporation to satisfy the requirements of applicable laws, including without limitation, exemptions from the registration requirements of the 1933 Act and applicable state securities laws; and
- (g) make all other determinations and take all other actions as they determine to be necessary or desirable to implement, administer and give effect to the Plan.

### 3. ELIGIBILITY AND PARTICIPATION IN PLAN

3.1 **The Plan and Participation:** The Plan is hereby established for Eligible Persons. Restricted Share Units may be awarded and Options may be granted to any Eligible Person as determined by the Administrators in accordance with the provisions hereof. The Corporation and each Participant acknowledge that they are responsible for ensuring and confirming that such Participant is a bona fide Eligible Person entitled to receive Options or Restricted Share Units, as the case may be.

3.2 **Agreements:** All Restricted Share Units awarded hereunder shall be evidenced by a restricted share unit agreement (“**Restricted Share Unit Agreement**”) between the Corporation and the Participant, substantially in the form set out in Exhibit A or in such other form as the Administrators may approve from time to time. All Options granted hereunder shall be evidenced by an option agreement (“**Option Agreement**”) between the Corporation and the Participant, substantially in the form as set out in Exhibit B or in such other form as the Administrators may approve from time to time.

#### 4. **AWARD OF RESTRICTED SHARE UNITS**

4.1 **Award of Restricted Share Units:** The Administrators may, at any time and from time to time, award Restricted Share Units to Eligible Persons (other than Eligible Persons providing Investor Relations Activities). In awarding any Restricted Share Units, the Administrators shall determine:

- (a) to whom Restricted Share Units pursuant to the Plan will be awarded;
- (b) the number of Restricted Share Units to be awarded and credited to each Participant’s Account;
- (c) the Award Date; and
- (d) subject to section 4.3 hereof, the applicable vesting criteria.

Upon the award of Restricted Share Units, the number of Restricted Share Units awarded to a Participant shall be credited to the Participant’s Account effective as of the Award Date.

4.2 **Restricted Share Unit Agreement:** Upon the award of each Restricted Share Unit to a Participant, a Restricted Share Unit Agreement shall be delivered by the Administrators to the Participant.

#### 4.3 **Vesting:**

- (a) Subject to subsections (c) and (d) below, at the time of the award of Restricted Share Units, the Administrators shall, subject to Exchange rules, determine in their sole discretion the vesting criteria applicable to such Restricted Share Units provided that, subject to sections 4.7 and **Error! Reference source not found.**, no Restricted Share Units may vest before the date that is one year following the date of grant or issue.
- (b) For greater certainty, the vesting of Restricted Share Units may be determined by the Administrators to include criteria such as performance vesting, in which the number of Common Shares to be delivered to a Participant for each Restricted Share Unit that vests may fluctuate based upon the Corporation’s performance and/or the market price of the Common Shares, in such manner as determined by the Administrators in their sole discretion.
- (c) Each Restricted Share Unit shall be subject to vesting in accordance with the terms set out in the Restricted Share Unit Agreement.
- (d) Notwithstanding anything to the contrary in this Plan, all vesting and issuances or payments, as applicable, in respect of a Restricted Share Unit shall be completed

no later than December 15 of the third calendar year commencing after the Award Date for such Restricted Share Unit.

- 4.4 **Blackout Periods:** Should the date of vesting of a Restricted Share Unit fall within a Blackout Period formally imposed by the Corporation or nine Business Days following the expiration thereof, such date of vesting shall be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Blackout Period, such tenth Business Day to be considered the date of vesting for such Restricted Share Unit for all purposes under the Plan. Notwithstanding section 6.4 hereof, the ten Business Day period referred to in this section 4.4 may not be extended by the Board. The following requires shall
- 4.5 **Vesting and Settlement:** As soon as practicable after the relevant date of vesting of any Restricted Share Units awarded under the Plan and with respect to a U.S. Participant, no later than 60 days thereafter, but subject to subsection 4.3(d), a Participant shall be entitled to receive and the Corporation shall issue or pay (at its discretion):
- (a) a lump sum payment in cash equal to the number of vested Restricted Share Units recorded in the Participant's Account multiplied by the Market Value of a Common Share on the Payout Date;
  - (b) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's Restricted Share Units in the Participant's Account, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; or
  - (c) any combination of the foregoing.
- 4.6 **Taxes and Source Deductions:** the Corporation or an affiliate of the Corporation may take such reasonable steps for the deduction and withholding of any taxes and other required source deductions which the Corporation or the affiliate, as the case may be, is required by any law or regulation of any governmental authority whatsoever to remit in connection with this Plan, any Restricted Share Units or any issuance of Common Shares ("**Withholding Obligations**"). Without limiting the generality of the foregoing, the Corporation may, at its discretion: (i) deduct and withhold those amounts it is required to remit pursuant to the Withholding Obligations from any cash remuneration or other amount payable to the Participant, whether or not related to the Plan, the vesting of any Restricted Share Units or the issue of any Common Shares; (ii) allow the Participant to make a cash payment to the Corporation equal to the amount required to be remitted, pursuant to the Withholding Obligations, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Participant; or (iii) settle a portion of vested Restricted Share Units of a Participant in cash equal to the amount the Corporation is required to remit, pursuant to the Withholding Obligations, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Participant. Where the Corporation considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued to a Participant on vesting of any Restricted Share Units may be made conditional upon the Participant (or other person) reimbursing or compensating the Corporation or making arrangements satisfactory to the Corporation for the payment to it in a timely manner of

all taxes required to be remitted, pursuant to the Withholding Obligations, for the account of the Participant.

**4.7 Rights Upon an Event of Termination:**

- (a) If an Event of Termination has occurred in respect of any Participant, any and all Common Shares corresponding to any vested Restricted Share Units in the Participant's Account shall be issued as soon as practicable after the Event of Termination to the former Participant in accordance with section 4.5 hereof. With respect to each Restricted Share Unit of a U.S. Participant, such Restricted Share Unit will be settled and shares issued as soon as practicable following the date of vesting of such Restricted Share Unit as set forth in the applicable Restricted Share Unit Agreement, but in all cases within 60 days following such date of vesting.
- (b) If an Event of Termination has occurred in respect of any Participant, any unvested Restricted Share Units in the Participant's Account shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be forfeited by the Participant and cancelled. With respect to any Restricted Share Unit of a U.S. Participant, if the Administrators determine, in their discretion, to waive vesting conditions applicable to a Restricted Share Unit that is unvested at the time of an Event of Termination, such Restricted Share Unit shall not be forfeited or cancelled, but instead will be deemed to be vested and settled and shares delivered following the date of vesting of such Restricted Share Unit as set forth in the applicable Restricted Share Unit Agreement.
- (c) If an Event of Termination occurs involving the death of a Participant occurs and such Participant is entitled to any Restricted Share Units in accordance with this section 4.7, the heirs or administrators of such Participant must claim such Security Based Compensation within one year of the Participant's death.
- (d) Notwithstanding the foregoing subsection 4.7(b), if a Participant retires in accordance with the Corporation's retirement policy, at such time, any unvested performance-based Restricted Share Units in the Participant's Account shall not be forfeited by the Participant or cancelled and instead shall be eligible to become vested in accordance with the vesting conditions set forth in the applicable Restricted Share Unit Agreement after such retirement (as if retirement had not occurred), but only if the performance vesting criteria, if any, are met on the applicable date.
- (e) For greater certainty, if a Participant's employment is terminated for just cause, each unvested Restricted Share Unit in the Participant's Account shall forthwith and automatically be forfeited by the Participant and cancelled.
- (f) For the purposes of this Plan and all matters relating to the Restricted Share Units, the date of the Event of Termination shall be determined without regard to any applicable severance or termination pay, damages, or any claim thereto (whether express, implied, contractual, statutory, or at common law).

**4.8 Restricted Share Unit Accounts:** A separate notional account for Restricted Share Units shall be maintained for each Participant (an "**Account**"). Each Account will be credited with Restricted Share Units awarded to the Participant from time to time

pursuant to section 4.1 hereof by way of a bookkeeping entry in the books of the Corporation. On the vesting of the Restricted Share Units pursuant to section 4.3 hereof and the corresponding issuance of Common Shares to the Participant pursuant to section 4.5 hereof, or on the forfeiture and cancellation of the Restricted Share Units pursuant to section 4.7 hereof, the applicable Restricted Share Units credited to the Participant's Account will be cancelled.

4.9 **Record Keeping:** the Corporation shall maintain records in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Restricted Share Units credited to each Participant's Account;
- (c) any and all adjustments made to Restricted Share Units recorded in each Participant's Account; and
- (d) any other information which the Corporation considers appropriate to record in such records.

## 5. GRANT OF OPTIONS

5.1 **Grant of Options:** The Administrators may at any time and from time to time grant Options to Eligible Persons. In granting any Options, the Administrators shall determine:

- (a) to whom Options pursuant to the Plan will be granted;
- (b) the number of Options to be granted, the Grant Date and the Exercise Price of each Option;
- (c) subject to section 5.4, the expiration date of each Option; and
- (d) subject to section 5.3 hereof, the applicable vesting criteria,

provided, however that the Exercise Price for a Common Share pursuant to any Option shall not be less than the Discounted Market Price on the Grant Date in respect of that Option, and with respect to Options granted to U.S. Participants, the Exercise Price shall not be less than the closing price of the Common Shares on any exchange in Canada where Common Shares are listed on the last trading day prior to the Grant Date.

5.2 **Option Agreement:** Upon each grant of Options to a Participant, an Option Agreement shall be delivered by the Administrators to the Participant.

5.3 **Vesting:**

- (a) Subject to subsection 2.2(d) above with respect to grants to Eligible Persons providing Investor Relations Activities, at the time of the grant of any Options, the Administrators shall determine, in accordance with applicable vesting requirements of the Exchange, the vesting criteria applicable to such Options.
- (b) The Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The Option Agreement will disclose any vesting conditions prescribed by the Administrators.

5.4 **Term of Option/Blackout Periods:** The term of each Option shall be determined by the Administrators; provided that no Option shall be exercisable after ten years from the Grant Date. Should the term of an Option expire on a date that falls within a Blackout Period formally imposed by the Corporation or within nine Business Days following the expiration of a Blackout Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Blackout Period, such tenth Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding section 6.4 hereof, the ten Business Day period referred to in this section 5.4 may not be extended by the Board.

5.5 **Exercise of Option:**

Options that have vested in accordance with the provisions of this Plan and the applicable Option Agreement may be exercised at any time, or from time to time, during their term and subject to the provisions of Section 5.6, 5.7, 5.8 and 5.10 hereof as to any number of whole Common Shares that are then available for purchase thereunder; provided that no partial exercise may be for less than 100 whole Common Shares. Options may be exercised by delivery of a written notice of exercise to the Administrators, substantially in the form attached to this Plan as Exhibit C (the "**Option Exercise Notice**"), with respect to the Options, or by any other form or method of exercise acceptable to the Administrators.

5.6 **Regular Exercise; Payment and Issuance:**

- (a) Upon actual receipt by the Corporation or its agent of the materials required by subsection 5.5 and receipt by the Corporation of cash, a cheque, bank draft or other form of acceptable payment for the aggregate Exercise Price, the number of Common Shares in respect of which the Options are exercised will be issued as fully paid and non-assessable shares and the Participant exercising the Options shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares. No person or entity shall enjoy any part of the rights or privileges of a holder of Common Shares which are subject to Options until that person or entity becomes the holder of record of those Common Shares. No Common Shares will be issued by the Corporation prior to the receipt of payment by the Corporation for the aggregate Exercise Price for the Options being exercised.
- (b) Without limiting the foregoing, and unless otherwise determined by the Administrators or not compliant with any applicable laws, (i) cashless exercise of Options shall only be available to a Participant who was granted and is exercising such Options outside the United States as a non-U.S. Person in compliance with Regulation S under the 1933 Act at a time when the Common Shares are listed and posted for trading on an Exchange or market in Canada that permits cashless exercise, the Participant intends to immediately sell the Common Shares issuable upon exercise of such Options in Canada and the proceeds of sale will be sufficient to satisfy the Exercise Price of the Options, and (ii) if an eligible Participant elects to exercise the Options through cashless exercise and complies with any relevant protocols approved by the Administrators, a sufficient number of the Common Shares issued upon exercise of the Options will be sold in Canada by a designated broker on behalf of the Participant to satisfy the Exercise Price of the Options, the Exercise Price of the

Options will be delivered to the Corporation and the Participant will receive only the remaining unsold Common Shares from the exercise of the Options and the net proceeds of the sale after deducting the Exercise Price of the Options, applicable taxes and any applicable fees and commissions, all as determined by the Administrators from time to time. The Corporation shall not deliver the Common Shares issuable upon a cashless exercise of Options until receipt of the Exercise Price therefor, whether by a designated broker selling the Common Shares issuable upon exercise of such Options through a short position or such other method determined by the Administrators in compliance with applicable laws.

5.7 **Cashless Exercise:** Subject to prior approval by the Administrators, and provided that the Common Shares are listed and posted for trading on an Exchange or market that permits cashless exercise, a Participant may elect cashless exercise in its Option Exercise Notice. In such case, the Participant will not be required to deliver to the Administrators a cheque or other form of payment for the aggregate Exercise Price referred to above. Instead the following provisions will apply:

- (a) The Participant will instruct a broker selected by the Participant to sell through the stock exchange or market on which the Common Shares are listed or quoted, sufficient number of Common Shares issuable on the exercise of Options to cover the Exercise Price, as soon as possible upon the issue of such Common Shares to the Participant at the then applicable bid price of the Common Shares.
- (b) Before the relevant trade date, the Participant will deliver the Option Exercise Notice including details of the trades to the Corporation electing the cashless exercise and the Corporation will direct its registrar and transfer agent to issue a certificate for such Participant's Common Shares in the name of the broker (or as the broker may otherwise direct) for the number of Common Shares issued on the exercise of the Options, against payment by the broker to the Corporation of (i) the Exercise Price for such Common Shares; and (ii) the amount the Corporation determines, in its discretion, is required to satisfy the Corporation withholding tax and source deduction remittance obligations in respect of the exercise of the Options and issuance of Common Shares.
- (c) The broker will deliver to the Participant the remaining value of the Options, net of any brokerage commission or other expenses (the "**In-the-Money Amount**"), in either (i) cash in an amount equal to the In-the-Money-Amount, or (b) such number of Common Shares (rounded down to the nearest whole number) having a fair market value equal to the In-the-Money Amount, plus a cash amount equal to the fraction of a Common Share that would otherwise be issuable multiplied by the fair market value of a Common Share.

5.8 **Net Exercise:** Subject to prior approval by the Administrators, a Participant may elect to surrender for cancellation to the Corporation any vested Options being exercised and the Corporation will issue to the Participant, as consideration for the surrender of such Options, that number of Common Shares (rounded down to the nearest whole Common Share) on a net issuance basis in accordance with the following formula below:

$$X = \frac{Y(A - B)}{A}$$

where:

X = The number of Common Shares to be issued to the Participant in consideration for the net exercise of the Options under this Section 5.8;

Y = The number of vested Options with respect to the vested portion of the Option to be surrendered for cancellation;

A = The VWAP of the Common Shares; and

B = The Exercise Price for such Options.

5.9 **Taxes and Source Deductions:** The Corporation or an affiliate of the Corporation may take such reasonable steps for the deduction and withholding of any taxes and other required source deductions which the Corporation or the affiliate, as the case may be, is required by any law or regulation of any governmental authority whatsoever to remit pursuant to the Withholding Obligations in connection with this Plan, any Options or any issuance of Common Shares. Without limiting the generality of the foregoing, the Corporation may, at its discretion: (i) deduct and withhold those amounts it is required to remit, pursuant to the Withholding Obligations, from any cash remuneration or other amount payable to the Participant, whether or not related to the Plan, the exercise of any Options or the issue of any Common Shares; or (ii) allow the Participant to make a cash payment to the Corporation equal to the amount required to be remitted, pursuant to the Withholding Obligations, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Participant. Where the Corporation considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued to a Participant on the exercise of Options may be made conditional upon the Participant (or other person) reimbursing or compensating the Corporation or making arrangements satisfactory to the Corporation for the payment in a timely manner of all taxes required to be remitted, pursuant to the Withholding Obligations, for the account of the Participant.

5.10 **Rights Upon an Event of Termination:**

- (a) If an Event of Termination has occurred in respect of a Participant, any unvested Options, to the extent not available for exercise as of the date of the Event of Termination, shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be cancelled, terminated and not available for exercise without further consideration or payment to the Participant.
- (b) Except as otherwise stated herein or otherwise determined by the Administrators in their discretion (provided such determination does not exceed a maximum of one year), upon the occurrence of an Event of Termination in respect of a Participant, any vested Options granted to the Participant that are available for exercise may be exercised only before the earlier of:
  - (i) the expiry of the Option; and
  - (ii) six months after the date of the Event of Termination.

- (c) Notwithstanding the foregoing subsections 5.10(a) and (b), if a Participant's employment is terminated for just cause, each Option held by the Participant, whether or not then exercisable, shall forthwith and automatically be cancelled and may not be exercised by the Participant.
- (d) For the purposes of this Plan and all matters relating to the Options, the date of the Event of Termination shall be determined without regard to any applicable severance or termination pay, damages, or any claim thereto (whether express, implied, contractual, statutory, or at common law).
- (e) If an Event of Termination involving the death of a Participant occurs and such Participant is entitled to any Options in accordance with this section 5.10, the heirs or administrators of such Participant must claim such Security Based Compensation within one year of the Participant's death.

5.11 **Record Keeping:** The Corporation shall maintain an Option register in which shall be recorded:

- (a) the name and address of each holder of Options;
- (b) the number of Common Shares subject to Options granted to each holder of Options;
- (c) the term of the Option and Exercise Price, including adjustments for each Option granted; and
- (d) any other information which the Corporation considers appropriate to record in such register.

## 6. GENERAL

6.1 **Effective Date of Plan:** The Plan shall be effective as of the Effective Date.

6.2 **Change of Control:** If there is a Change of Control transaction then, notwithstanding any other provision of this Plan except subsection 4.3(d) which will continue to apply in all circumstances, all unvested Restricted Share Units and any or all Options (whether or not currently exercisable) shall automatically vest or become exercisable, as applicable, such that Participants under the Plan shall be able to participate in the Change of Control transaction, including, at the election of the holder thereof, by surrendering such Restricted Share Units and Options to the Corporation or a third party or exchanging such Restricted Share Units or Options, for consideration in the form of cash and/or securities, to be determined by the Administrators in their sole discretion. Notwithstanding the foregoing, with respect to Options of U.S. Participants, any exchange, substitution or amendment of such Options will occur only to the extent and in a manner that will not result in the imposition of taxes under Section 409A of the Code, and with respect to Restricted Share Units of U.S. Participants, any surrender or other modification of Restricted Share Units will occur only to the extent such surrender or other modification will not result in the imposition of taxes under Section 409A of the Code.

### 6.3 Reorganization Adjustments:

- (a) In the event of any declaration by the Corporation of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of Common Shares, reclassification or conversion of Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Corporation, distribution (other than normal course cash dividends) of company assets to holders of Common Shares, or any other corporate transaction or event involving the Corporation or the Common Shares, the Administrators, in the Administrators' sole discretion, may, subject to any relevant resolutions of the Board and any necessary Exchange approvals, and without liability to any person, make such changes or adjustments, if any, as the Administrators consider fair or equitable, in such manner as the Administrators may determine, to reflect such change or event including, without limitation, adjusting the number of Options and Restricted Share Units outstanding under this Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the Exercise Price of Options outstanding under this Plan, provided that the value of any Option or Restricted Share Unit immediately after such an adjustment, as determined by the Administrators, shall not exceed the value of such Option or Restricted Share Unit prior thereto, as determined by the Administrators.
- (b) Notwithstanding the foregoing, with respect to Options and Restricted Share Units of U.S. Participants, such changes or adjustments will be made in a manner so as to not result in the imposition of taxes under Section 409A of the Code and will comply with the requirements in subsection 4.3(d).
- (c) The Corporation shall give notice to each Participant in the manner determined, specified or approved by the Administrators of any change or adjustment made pursuant to this section and, upon such notice, such adjustment shall be conclusive and binding for all purposes.
- (d) The Administrators may from time to time adopt rules, regulations, policies, guidelines or conditions with respect to the exercise of the power or authority to make changes or adjustments pursuant to section 6.2 or section 6.3(a). The Administrators, in making any determination with respect to changes or adjustments pursuant to section 6.2 or section 6.3(a) shall be entitled to impose such conditions as the Administrators consider or determine necessary in the circumstances, including conditions with respect to satisfaction or payment of all applicable taxes (including, but not limited to, withholding taxes).

### 6.4 Amendment or Termination of Plan:

The Board may amend this Plan or any Restricted Share Unit or any Option at any time without the consent of Participants provided that such amendment shall:

- (a) not adversely alter or impair any Restricted Share Unit previously awarded or any Option previously granted except as permitted by the provisions of section 6.3 hereof, and, with respect to Restricted Share Units and Options of U.S.

Participants, such amendment will not result in the imposition of taxes under Section 409A;

- (b) be subject to any regulatory approvals including, where required, the approval of the Exchange; and
- (c) be subject to shareholder approval, where required by the requirements of the Exchange, provided that shareholder approval shall not be required for the following amendments:
  - (i) amendments of a “housekeeping nature”, including any amendment to the Plan or a Restricted Share Unit or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority or stock exchange and any amendment to the Plan or a Restricted Share Unit or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
  - (ii) amendments that are necessary or desirable for Restricted Share Units or Options to qualify for favourable treatment under any applicable tax law;
  - (iii) a change to the vesting provisions of any Restricted Share Unit or any Option (including any alteration, extension or acceleration thereof);
  - (iv) a change to the termination provisions of any Option or Restricted Share Units (for example, relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of section 5.4);
  - (v) the introduction of features to the Plan that would permit the Corporation to, instead of issuing Common Shares from treasury upon the vesting of the Restricted Share Units, retain a broker and make payments for the benefit of Participants to such broker who would purchase Common Shares in the open market for such Participants;
  - (vi) the amendment of this Plan as it relates to making lump sum payments to Participants upon the vesting of the Restricted Share Units;
  - (vii) the amendment of the cashless exercise feature set out in this Plan; and
- (d) be subject to disinterested shareholder approval in the event of any reduction in the Exercise Price, or the extension of the term, of any Option granted under the Plan to an Insider Participant.

For greater certainty and subject to approval by the TSX Venture Exchange (if applicable), shareholder approval shall be required in circumstances where an amendment to the Plan would:

- (a) change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;
- (b) increase the limits in section 2.2;

- (c) reduce the Exercise Price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower Exercise Price to the same person);
  - (d) extend the term of any Option beyond the original term (except if such period is being extended by virtue of section 5.4 hereof); or
  - (e) amend this section 6.4.
- 6.5 **Termination:** The Administrators may terminate this Plan at any time in their absolute discretion. If the Plan is so terminated, no further Restricted Share Units shall be awarded and no further Options shall be granted, but the Restricted Shares Units then outstanding and credited to Participants' Accounts and the Options then outstanding shall continue in full force and effect in accordance with the provisions of this Plan. Any termination of this Plan shall occur in a manner that will not result in the imposition of taxes on a U.S. Participant under Section 409A.
- 6.6 **Transferability:** A Participant shall not be entitled to transfer, assign, charge, pledge or hypothecate, or otherwise alienate, whether by operation of law or otherwise, the Participant's Restricted Share Units or Options or any rights the Participant has under the Plan.
- 6.7 **Rights as a Shareholder:** Under no circumstances shall the Restricted Share Units or Options be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares (including, but not limited to, the right to dividend equivalent payments).
- 6.8 **Credits for Dividends:**
- (a) Subject to Section 6.8(b), whenever cash or other dividends are paid on Common Shares, additional Restricted Share Units will be automatically granted to each Participant who holds Restricted Share Units on the record date for such dividends. The number of such Restricted Share Units (rounded to the nearest whole Restricted Share Unit) to be credited to such Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Participant if the Participant's Restricted Share Units as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares. Restricted Share Units granted to a Participant shall be subject to the same vesting conditions (time and performance (as applicable)) as the Restricted Share Units to which they relate.
  - (b) In the event that the number of Restricted Share Units to be granted in accordance with Section 6.8(a) would result in the number of Common Shares issuable pursuant to all Security Based Compensation granted or awarded hereunder to exceed 10% of the issued and outstanding Common Shares at the date of grant, such Restricted Share Units shall not be granted and the Administrators may determine, in their sole discretion, to make a cash payment to the Participant in lieu thereof equal to the aggregate value determined pursuant to Section 6.8(a)

**6.9 No Effect on Employment, Rights or Benefits:**

- (a) The terms of employment shall not be affected by participation in the Plan.
- (b) Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue as a director, officer, employee or Consultant nor interfere or be deemed to interfere in any way with any right of the Corporation, the Board or the shareholders of the Corporation to remove any Participant from the Board or of the Corporation or any Subsidiary to terminate any Participant's employment or agreement with a Consultant at any time for any reason whatsoever.
- (c) Under no circumstances shall any person who is or has at any time been a Participant be able to claim from the Corporation or any Subsidiary any sum or other benefit to compensate for the loss of any rights or benefits under or in connection with this Plan or by reason of participation in this Plan.

**6.10 Market Value of Common Shares:** The Corporation makes no representation or warranty as to the future market value of any Common Shares. No Participant shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted to or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the market value of the shares of the Corporation or a corporation related thereto.

**6.11 Compliance with Applicable Law:**

- (a) If any provision of the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith. Notwithstanding the foregoing, the Corporation shall have no obligation to register any securities provided for in this Plan under the 1933 Act.
- (b) The award of Restricted Share Units, the grant of Options and the issuance of Common Shares under this Plan shall be carried out in compliance with applicable statutes and with the regulations of governmental authorities and the Exchange. If the Administrators determine in their discretion that, in order to comply with any such statutes or regulations, certain action is necessary or desirable as a condition of or in connection with the award of a Restricted Share Unit, the grant of an Option or the issue of a Common Share upon the vesting of a Restricted Share Unit or exercise of an Option, as applicable, that Restricted Share Unit may not vest in whole or in part and that Option may not be exercised in whole or in part, as applicable, unless that action shall have been completed in a manner satisfactory to the Administrators. In addition, unless the Restricted Share Units, the Options and the Common Shares issuable pursuant to the Restricted Share Units and Options, as applicable, have been registered under the 1933 Act and any applicable U.S. state securities laws, all rights of a Participant under this Plan shall be subject to and conditioned upon the availability of exemptions or exclusions from the registration requirements of the 1933 Act and any applicable U.S. state securities, as determined by the Corporation in its sole discretion. Any Restricted Share Units or Options granted or issued to a person in the United States or a U.S. Person, as well as the issue

of Common Shares pursuant thereto, will result in any certificate representing such securities bearing a United States restrictive legend restricting transfer of such securities under United States federal and state securities laws.

- (c) If the Common Shares are listed on the TSX Venture Exchange and the award of Restricted Share Units or grant of Options and the issuance of Common Shares under this Plan is made to a director, officer, promoter or other insider of the Corporation, and unless the respective award, grant or issuance or is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then the Restricted Share Unit Agreement or Option Agreement will bear an Exchange Hold Period, and the following legend will be inserted onto the first page of the Restricted Share Unit Agreement or Option Agreement:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF 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 \_\_\_\_\_, 20\_\_\_\_ [i.e., four months and one day after the date of grant].

- 6.12 **Governing Law:** This Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and with respect to U.S. Participants, the Code.
- 6.13 **Subject to Approval:** The Plan is adopted subject to the approval of the Exchange and any other required regulatory approval. To the extent a provision of the Plan requires regulatory approval which is not received, such provision shall be severed from the remainder of the Plan until the approval is received and the remainder of the Plan shall remain in effect.
- 6.14 **Special Terms and Conditions Applicable to U.S. Participants:** Options issued to U.S. Participants are intended to be exempt from Section 409A of the Code pursuant to Treas. Reg. Section 1.409A-1(b)(5)(i)(A) and the Plan and such Options will be construed and administered accordingly. Options may be issued to U.S. Participants under the Plan only if the shares with respect to the Options qualify as “service recipient stock” as defined in Treas. Reg. Section 1.409A-1(b)(5)(E)(iii). Restricted Share Units awarded to U.S. Participants are intended to be compliant with Section 409A of the Code and such Restricted Share Units will be construed and administered accordingly. Any waiver or acceleration of vesting under the Plan or any Restricted Share Unit Agreement for a U.S. Participant may occur only to the extent that such acceleration or waiver will not result in the imposition of taxes under Section 409A of the Code. Any payments made under this Plan or any Restricted Share Unit Agreement to a U.S. Participant as a result of a termination of employment that are deemed to be subject to Section 409A of the Code shall occur only if such termination constitutes a “separation from service” as defined in Treas. Reg. 1.409A-1(h). Additionally, any payments resulting from a separation from service made to a U.S. Participant who is a “specified employee” as defined in Treas. Reg. 1.409A-1(i) shall be subject to the six month delay in payments required by Treas. Reg. 1.409A-1(3)(v) if such payments are deemed to be subject to Section 409A of the Code. Although the Corporation intends Options and

Restricted Share Units granted to U.S. Participants to be exempt from or compliant with Section 409A, the Corporation makes no representation or guaranty as to the tax treatment of such Options and Restricted Share Units. Each U.S. Participant (and any beneficiary or the estate of the Participant, as applicable) is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Participant in connection with this Plan. Neither the Corporation nor any affiliate, nor any employee or director of the Corporation or an affiliate, shall have any obligation to indemnify or otherwise hold such U.S. Participant, beneficiary or estate harmless from any or all such taxes or penalties.

**ADOPTED** the 31<sup>st</sup> day of January, 2022.

## EXHIBIT A

THE RESTRICTED SHARE UNITS AND THE UNDERLYING COMMON SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS ARE AVAILABLE. THE TERMS “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED IN REGULATIONS UNDER THE 1933 ACT.

[Insert if required: WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF 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 \_\_\_\_\_, 20\_\_\_\_ [FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT].

### RESTRICTED SHARE UNIT AGREEMENT

Notice is hereby given that, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**Restricted Share Grant Date**”) Neptune Digital Assets Corp. (the “**Corporation**”) has granted to \_\_\_\_\_ (the “**Participant**”), \_\_\_\_\_ Restricted Share Units pursuant to the Corporation’s Share Compensation Plan (the “**Plan**”), a copy of which has been provided to the Participant.

Restricted Share Units are subject to the following terms:

- (a) Pursuant to the Plan and as compensation to the Participant, the Corporation hereby grants to the Participant, as of the Restricted Share Grant Date, the number of Restricted Share Units set forth above.
- (b) The granting and vesting of the Restricted Share Units and the payment by the Corporation of any payout in respect of any Vested Restricted Share Units (as defined below) are subject to the terms and conditions of the Plan, all of which are incorporated into and form an integral part of this Restricted Share Unit Agreement.
- (c) The Restricted Share Units shall become vested restricted share units (the “**Vested Restricted Share Units**”) in accordance with the following schedule:
  - (i) ● on the 12 month anniversary of the Restricted Share Grant Date;
  - (ii) ● on the 18 month anniversary of the Restricted Share Grant Date; and
  - (iii) ● on the 24 month anniversary of the Restricted Share Grant Date (each a “**Vesting Date**”).

- (d) As soon as reasonably practicable and no later than 60 days following the Vesting Date, or, if the Participant is not a U.S. Participant (as defined in the Plan), such later date mutually agreed to by the Corporation and the Participant, the Participant shall be entitled to receive, and the Corporation shall issue or provide, a payout with respect to those Vested Restricted Share Units in the Participant's Account to which the Vesting Date relates (each a "**Payout Date**"):
- (i) a lump sum payment in cash equal to the number of vested Restricted Share Units recorded in the Participant's Account multiplied by the Market Value of a Common Share on the Payout Date;
  - (ii) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's Restricted Share Units in the Participant's Account, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; or
  - (iii) any combination of the foregoing.
- subject to any applicable Withholding Obligations.
- (e) The Participant acknowledges that:
- (i) he or she has received and reviewed a copy of the Plan; and
  - (ii) the Restricted Share Units have been granted to the Participant under the Plan and are subject to all of the terms and conditions of the Plan to the same effect as if all of such terms and conditions were set forth in this Restricted Share Unit Agreement, including with respect to termination and forfeiture as set out in Section 4.7 of the Plan.

Notwithstanding anything to the contrary in this Restricted Share Unit Agreement all vesting and issuances or payments, as applicable, in respect of a Restricted Share Unit evidenced hereby shall be completed no later than December 15 of the third calendar year commencing after the Restricted Share Grant Date;

The grant of the Restricted Share Units evidenced hereby is made subject to the terms and conditions of the Plan. The Participant agrees that he/she may suffer tax consequences as a result of the grant of these Restricted Share Units and the vesting of the Restricted Share Units. The Participant acknowledges that he/she is not relying on the Corporation for any tax advice and has had an adequate opportunity to obtain advice of independent tax counsel.

The Participant represents and warrants to the Corporation that (i) under the terms and conditions of the Plan the Participant is a bona fide Eligible Person (as defined in the Plan) entitled to receive Restricted Share Units, and (ii) either (A) the Participant is not in the United States or a U.S. Person, nor is the Participant acquiring the Restricted Share Units for the benefit of a person in the United States or a U.S. Person, or (B) an exemption from the registration requirements of the 1933 Act and all applicable state securities laws is available and the Participant has provided evidence satisfactory to the Corporation to such effect. The Corporation may condition awards and elections under the Plan upon

receiving from the undersigned such representations and warranties and such evidence of registration or exemption under the 1933 Act and all applicable U.S. state securities laws as is satisfactory to the Corporation, acting in its sole discretion.

In the event of any inconsistency between the terms of this Restricted Share Unit Agreement and the Plan, the terms of the Plan shall prevail unless otherwise determined in the Plan.

**NEPTUNE DIGITAL ASSETS CORP.**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

## EXHIBIT B

THE OPTIONS AND THE OPTIONED SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATION S UNDER THE 1933 ACT.

[Insert if required: WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF 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 \_\_\_\_\_, 20\_\_\_\_ [FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT].

### OPTION AGREEMENT

Notice is hereby given that, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") Neptune Digital Assets Corp. (the "Corporation") has granted to \_\_\_\_\_ (the "Participant"), Options to acquire \_\_\_\_\_ Common Shares (the "Optioned Shares") up to 4:30 p.m. Pacific Time on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Option Expiry Date") at an Exercise Price of Cdn\$ \_\_\_\_\_ per Optioned Share pursuant to the Corporation's Share Compensation Plan (the "Plan"), a copy of which is attached hereto.

Optioned Shares may be acquired as follows:

- (f) [insert vesting provisions, if applicable]; and
- (g) [insert hold period when required].

The grant of the Options evidenced hereby and the Option Expiry Date thereof, is made subject to the terms and conditions of the Plan. The Participant agrees that he/she may suffer tax consequences as a result of the grant of these Options, the exercise of the Options and the disposition of Optioned Shares. The Participant acknowledges that he/she is not relying on the Corporation for any tax advice and has had an adequate opportunity to obtain advice of independent tax counsel.

The Participant represents and warrants that (i) under the terms and conditions of the Plan the Participant is a bona fide Eligible Person (as defined in the Plan) entitled to receive Options, and (ii) either (A) the Participant is not in the United States or a U.S. Person, nor is the Participant acquiring the Options or any Optioned Shares for the benefit of a person in the United States or a U.S. Person, or (B) an exemption from the registration requirements of the 1933 Act and all applicable state securities laws is available and the Participant has provided evidence satisfactory to the Corporation to such effect. The Participant understands that the Options may not be exercised in the United States or by or on behalf of a U.S. Person unless the Options and the

Option Shares have been registered under the 1933 Act or are exempt from registration thereunder. The Corporation may condition the exercise of the Options upon receiving from the Participant such representations and warranties and such evidence of registration or exemption under the 1933 Act and all applicable state securities laws as is satisfactory to the Corporation, acting in its sole discretion.

In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of the Plan shall prevail.

**NEPTUNE DIGITAL ASSETS CORP.**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

**EXHIBIT C**

**NOTICE OF OPTION EXERCISE**

TO: **NEPTUNE DIGITAL ASSETS CORP.** (the “**Corporation**”)

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned hereby irrevocably gives notice, pursuant to the Corporation’s Share Compensation Plan (the “**Plan**”), of the exercise of the Options to acquire and hereby subscribes for:

*[check one]*

- (a) all of the Optioned Shares; or
- (b) \_\_\_\_\_ of the Optioned Shares,

which are the subject of the Option Agreement attached hereto.

Calculation of total Exercise Price:

- (i) number of Optioned Shares to be acquired on \_\_\_\_\_ Optioned Shares exercise
- (ii) multiplied by the Exercise Price per Optioned Share: \$ \_\_\_\_\_

TOTAL EXERCISE PRICE, enclosed herewith (unless this is a cashless exercise): \$ \_\_\_\_\_

- A.  The undersigned (i) at the time of exercise of these Options is not in the “United States” or a “U.S. Person” (as such terms are defined in Regulation S under the United States Securities Act of 1933, as amended (the “**1933 Act**”) and is not exercising these Options on behalf of a person in the United States or U.S. Person and (ii) did not execute or deliver this Notice of Option Exercise in the United States.
- B.  The undersigned has delivered an opinion of counsel of recognized standing or other evidence in form and substance satisfactory to the Corporation to the effect that an exemption from the registration requirements of the 1933 Act, and applicable state securities laws is available for the issuance of the Optioned Shares.

Note: The undersigned understands that unless Box A is checked, the certificates representing the Optioned Shares will bear a legend restricting transfer without registration under the 1933 Act and applicable state securities laws unless an exemption from registration is available.

Note: Certificates representing Optioned Shares will not be registered or delivered to an address in the United States unless Box B above is checked.

Note: If Box B is checked, any opinion or other evidence tendered must be in form and substance satisfactory to the Corporation. Holders planning to deliver an opinion of counsel or other evidence in connection with the exercise of Options should contact the Corporation in advance to determine whether any opinions to be tendered or other evidence will be acceptable to the Corporation.

I hereby:

- (a) unless this is a cashless exercise, enclose a cheque payable to "Neptune Digital Assets Corp." for the aggregate Exercise Price plus the amount of the estimated Withholding Obligations and agree that I will reimburse the Corporation for any amount by which the actual Withholding Obligations exceed the estimated Withholding Obligations; or
  
- (b) advise the Corporation that I am exercising the above Options on a cashless exercise basis, in compliance with the procedures established from time to time by the Administrators for cashless exercises of Options under the Plan. I will consult with the Corporation to determine what additional documentation, if any, is required in connection with my cashless exercise of the above Options. I agree to comply with the procedures established by the Corporation for cashless exercises and all terms and conditions of the Plan. Please prepare the Optioned Shares certificates, if any, issuable in connection with this exercise in the following name(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

Letter and consideration/direction received on \_\_\_\_\_, 20 \_\_\_\_\_.

**NEPTUNE DIGITAL ASSETS CORP.**

By: \_\_\_\_\_  
[Name]  
[Title]

**SCHEDULE "C"**  
**AUDIT COMMITTEE CHARTER**

**NEPTUNE DIGITAL ASSETS CORP.**  
**(formerly, Neptune Dash Technologies Corp.)**

**AUDIT COMMITTEE CHARTER**

**I. GENERAL**

**1. Organization**

There shall be a committee of the board of directors (the "**Board**") of Neptune Dash Technologies Corp. ("**Neptune**") known as the Audit Committee (the "**Committee**"). This charter shall govern the operations of the Committee.

**2. Purpose and Role of the Committee**

The Committee assists the Board in fulfilling its responsibility for oversight of the quality and integrity of the accounting, auditing, reporting practices, systems of internal accounting and financial controls, the annual independent audit of Neptune's financial statements, and the legal compliance and ethics programs of Neptune as established by management and the Board shall also perform any other related duties as directed by the Board. In fulfilling this role, the Committee is expected to maintain free and open communications with the independent auditor and management of Neptune and shall meet at least once each quarter.

While the Committee has the responsibilities and powers set forth below in this charter under the headings "Authority" and "Responsibilities and Processes", it is not the duty of the Committee to conduct audits or to determine that Neptune's financial statements are fairly presented and are in accordance with generally accepted accounting principles. Management is responsible for the preparation of financial statements in accordance with generally accepted accounting principles. It is the role of the independent auditor to audit the financial statements.

**II. PROCEDURAL MATTERS**

**1. Composition**

The membership of the Committee shall be appointed by the Board and shall consist of at least three directors, the majority of whom will be non-officers (the "**Independent Directors**").

**2. Member Qualifications**

Each independent member of the Committee shall be, while at all times a member of the Committee, free of any relationship that, in the opinion of the Board, would interfere with the member's individual exercise of independent judgment.

Each member of the Committee shall be, while at all times a member of the Committee, generally knowledgeable in financial and auditing matters, specifically possessing the ability to read and understand fundamental financial statements including Neptune's balance sheet, statement of operations and statement of cash flows.

The Board shall appoint one member of the Committee as chair. The chair shall be responsible for leadership of the Committee, including preparing the agenda, presiding over the meetings, making committee assignments and reporting to the Board. The chair will also maintain regular

liaison with Neptune's Chief Executive Officer, Chief Financial Officer and lead independent audit partner.

### **III. AUTHORITY**

The Committee is granted the authority to investigate any matter brought to its attention, with full access to all books, records, facilities and personnel of Neptune. The Committee has the power to engage and determine funding for outside counsel or other experts or advisors as the Committee deems necessary for these purposes and as otherwise necessary or appropriate to carry out its duties. Neptune shall provide appropriate funding, as determined by the Committee, for payment of compensation to any registered public accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for Neptune and for any advisors employed by the Committee as well as for the payment of ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

### **IV. RESPONSIBILITIES**

#### **1. Primary Responsibilities**

The Committee's primary responsibilities include:

- a) Overseeing Neptune's financial reporting process on behalf of the Board and reporting the results or findings of its oversight activities to the Board.
- b) Having sole authority to appoint, retain and oversee the work of Neptune's independent auditor and establishing the compensation to be paid to the independent auditor. Neptune's independent auditor shall report directly to the Committee.
- c) Establishing procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls and/or auditing matters for the confidential, anonymous submission by Neptune's employees of concerns regarding questionable accounting or auditing matters.
- d) Pre-approving all audit services and permissible non-audit services as may be amended from time to time.
- e) Overseeing Neptune's system to monitor and manage risk, and legal and ethical compliance programs, including the establishment and administration (including the grant of any waiver from) a written code of ethics applicable to each of Neptune's principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions.

The Committee, in carrying out its responsibilities, believes its policies and procedures should remain flexible in order to react more effectively to changing conditions and circumstances. The Committee shall take the appropriate actions to set the overall corporate "tone" for quality financial reporting, sound business risk practices and ethical behaviour.

## 2. Recurring Responsibilities

The following shall be the principal recurring processes of the Committee relating to its oversight responsibilities. These processes are set forth as a guide, with the understanding that the Committee may supplement them as appropriate and is not intended to be a comprehensive list of all the actions that the Committee will take in discharging its duties. These processes are:

- a) Discussing with the independent auditor the objectivity and independence of the auditor and any relationships that may impact the auditor's objectivity or independence and receiving from the independent auditor disclosures regarding its independence and written affirmation that the independent auditor is in fact independent, and taking any action, or recommending that the Board take appropriate action to oversee the independence of the independent auditor.
- b) Overseeing the independent auditor relationship by discussing with the auditor the nature and scope of the audit process, receiving and reviewing audit reports, and providing the auditor full access to the Committee to report on any and all appropriate matters. The Committee has the sole authority to resolve disagreements, if any, between management and the independent auditor.
- c) Discussing with the independent auditor and Neptune's financial and accounting personnel, together and in separate sessions, the adequacy and effectiveness of the accounting and financial controls of Neptune and eliciting recommendations for the improvement of such internal control procedures or particular areas where new or more detailed controls or procedures may be desirable.
- d) Providing sufficient opportunity for the independent auditor to meet with the members of the Committee without members of management present. Among the items to be discussed in these meetings are the independent auditor's evaluation of Neptune's financial and accounting personnel and the cooperation that the independent auditor received during the course of the audit.
- e) Discussing with management their review of the adequacy of Neptune's disclosure controls and procedures, the effectiveness of such controls and procedures and any findings following such review.
- f) Reviewing Neptune's system to monitor, assess and manage risk and legal and ethical compliance program.
- g) Reviewing and discussing with management and the independent auditor prior to the filing of Neptune's annual report:
  1. Neptune's annual financial statements and related footnotes and other financial information, including the information in the "Management's Discussion and Analysis.
  2. The selection, application and effects of Neptune's critical accounting policies, practices and the reasonableness of significant judgments and estimates made by management.

3. Alternative and preferred treatment of financial information under generally accepted accounting principles.
  4. All material arrangements, off-balance sheet transactions and relationship with any unconsolidated entities or any other persons which may have a material, current or future, effect on the financial condition of Neptune.
  5. Any material written communications between the independent auditor and management.
  6. The independent auditor's audit of the financial statements and its report thereon.
  7. Any significant finding and recommendations of the independent auditor and management's responses thereto.
  8. Any significant changes in the independent auditor's audit plan.
  9. Any serious difficulties or disputes with management encountered during the course of the audit.
  10. Any related significant findings and recommendations of the independent auditor together with management's responses thereto.
  11. Other matters related to the conduct of the audit, which are to be communicated to the Committee under generally accepted auditing standards.
- h) Preparing a report to be included in Neptune's Information Circular that states the Committee has:
1. Analyzed and discussed the audited financial statements with management;
  2. Discussed with the independent auditor the auditor's independence;
  3. Considered the audit and non-audit services provided by the independent auditor, and the fees paid for such services; and
  4. The Committee shall review in advance all announcements of interim and annual financial results, as well as any periodic guidance to be publicly released by Neptune and discuss such announcements with management and the independent auditors.
- i) Reviewing and discussing with management and the independent auditor prior to the filing of Neptune's Quarterly Report:
1. CFO's interim financial statements and related footnotes and other financial information, including the information in the "Management's Discussion and Analysis"
  2. The selection, application and effects of Neptune's critical accounting policies, practices and the reasonableness of significant judgments and estimates made by management.

3. Alternative and preferred treatment of financial information under generally accepted accounting principles.
  4. All material arrangements, off-balance sheet transactions and relationship with any unconsolidated entities or any other persons which may have a material current or future effect on the financial condition of Neptune.
- j) Reviewing and either approving or disapproving all related party transactions.
  - k) Submitting the minutes of all meetings of the Committee to, or discussing the matters discussed at each committee meeting with, the Board
  - l) Reviewing and assessing the adequacy of this charter annually and recommend any proposed changes to the Board for its approval.
  - m) The Chairman of the Committee, or another Committee member designated by the Chairman, is authorized to act on behalf of the Committee with respect to required Committee responsibilities which arise between regularly scheduled Committee meetings, with the independent auditors and management, as well as the pre-approval of non-audit services provided by the independent auditors, as necessary, as contemplated by the Committee's policies. Any such pre-filing discussions and pre-approvals shall be reported to the Committee at a subsequent meeting.

Approved by the Board of Directors on: January 17, 2018.