

# POPREACH

**FORM 51-102F6V**

**STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS FOR THE  
YEAR ENDED DECEMBER 31, 2022**

Dated: June 29, 2023

## STATEMENT OF EXECUTIVE COMPENSATION

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### GENERAL

#### Objective

The objective of this disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, gave or otherwise provided to each named executive officer and director for the financial year, and the decision-making process relating to compensation. This disclosure provides insight into executive compensation as a key aspect of the overall stewardship and governance of the Company and will help investors understand how decisions about executive compensation are made.

#### Definitions

For the purpose of this Statement of Executive Compensation, in this form:

“**Company**” means PopReach Corporation;

“**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

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

“**external management company**” includes a subsidiary, affiliate or associate of the external management company;

“**Named Executive Officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V Statement of Executive Compensation – Venture Issuers, for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

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

“**PopReach Shares**” means common shares in the capital of the Company; and

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

## DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

During the financial year ended December 31, 2022, based on the definitions above, the NEOs of the Company were (i) Jon Walsh, Chief Executive Officer and Director of the Company; (ii) Greg Donaldson, Chief Financial Officer of the Company; (iii) William Wiemann, President and Chief Executive Officer of Q1Media, Inc., a subsidiary of the Company (“Q1Media”); and (iv) Matthew Bentley, Chief Operations Officer of Q1Media.

### *Director and Named Executive Officer compensation, excluding compensation securities*

The following table sets forth direct and indirect compensation (excluding compensation securities) paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, for the two most recently completed financial years, to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director of the Company for services provided and services to be provided, directly or indirectly, to the Company or a subsidiary of the Company. Options and compensation securities are disclosed under the heading “**Stock Options and Other Compensation Securities**” below.

**Table of compensation excluding compensation securities**

<b>Name and Position</b>	<b>Year Ended December 31</b>	<b>Salary, consulting fee, retainer or commission (C\$)</b>	<b>Bonus (C\$)</b>	<b>Committee or meeting fees (C\$)</b>	<b>Value of perquisites (C\$)</b>	<b>Value of all other compensation (C\$)</b>	<b>Total compensation (C\$)</b>
<b>Greg Donaldson</b> Chief Financial Officer	2022	327,551	Nil	Nil	Nil	Nil	327,551
	2021	244,468	Nil	Nil	Nil	Nil	244,468
<b>Jon Walsh<sup>(1)</sup></b> Chief Executive Officer and Director	2022	470,295	Nil	Nil	Nil	Nil	470,295
	2021	432,818	Nil	Nil	Nil	Nil	432,818
<b>William Wiemann</b> President & Chief Executive Officer of Q1Media <sup>(2)</sup>	2022	315,406 <sup>(3)</sup>	276,839 <sup>(3)(4)</sup>	Nil	Nil	Nil	592,245 <sup>(3)</sup>
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Matthew Bentley</b> Chief Operations Officer of Q1Media <sup>(2)</sup>	2022	315,406 <sup>(3)</sup>	276,839 <sup>(3)(4)</sup>	Nil	Nil	Nil	592,245 <sup>(3)</sup>
	2021	Nil	Nil	Nil	Nil	Nil	Nil

**Table of compensation excluding compensation securities**

<b>Name and Position</b>	<b>Year Ended December 31</b>	<b>Salary, consulting fee, retainer or commission (C\$)</b>	<b>Bonus (C\$)</b>	<b>Committee or meeting fees (C\$)</b>	<b>Value of perquisites (C\$)</b>	<b>Value of all other compensation (C\$)</b>	<b>Total compensation (C\$)</b>
<b>Christopher Locke</b> President, Chief Operating Officer, Corporate Secretary <sup>(5)</sup> and Director	2022	491,066 <sup>(6)</sup>	Nil	Nil	Nil	Nil	491,066
	2021	427,039	Nil	Nil	Nil	Nil	427,039
<b>Mike Vorhaus</b> Interim Chairman <sup>(7)</sup> and Director	2022	Nil	Nil	59,139	Nil	Nil	59,139
	2021	Nil	Nil	24,176	Nil	Nil	24,176
<b>Trevor Fencott</b> Director <sup>(8)</sup>	2022	Nil	Nil	18,778	Nil	Nil	18,778
	2021	Nil	Nil	32,500	Nil	Nil	32,500
<b>Ron Patterson</b> Director <sup>(9)</sup>	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	26,290	Nil	Nil	26,290
<b>Chris Schnarr</b> Director <sup>(9)</sup>	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	35,054	Nil	Nil	35,054
<b>Ray Sharma</b> Director <sup>(9)</sup>	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	26,290	Nil	Nil	26,290
<b>Iain Klugman</b> Director <sup>(10)</sup>	2022	Nil	Nil	45,586	Nil	Nil	45,586
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Ted Hastings</b> Executive Chairman <sup>(11)</sup> & Director <sup>(10)</sup>	2022	80,000	Nil	Nil	Nil	Nil	80,000
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Natasha de Masi</b> Director <sup>(10)</sup>	2022	Nil	Nil	42,188	Nil	Nil	42,188
	2021	Nil	Nil	Nil	Nil	Nil	Nil
<b>Ben Colabrese</b> Director <sup>(10)</sup>	2022	Nil	Nil	47,274	Nil	Nil	47,274
	2021	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) All compensation received in the capacity of NEO.
- (2) Q1Media became a subsidiary of the Company on April 28, 2022. Served as NEO for 8 months in 2022.
- (3) Compensation paid to NEO in United States dollars. Currency exchange rate of United States dollar to Canadian dollar is 1.3544 as of December 30, 2022 ("Exchange Rate"). Compensation paid to NEO in United States dollars is multiplied by Exchange Rate.
- (4) Annual bonus program of up to 100% of annual base salary based on both employee and Q1Media performance.

- (5) Resigned as Chief Operating Officer and Corporate Secretary of the Company on April 28, 2022. Resigned as President of the Company on November 30, 2022.
- (6) C\$11,000 of the C\$491,066 was paid indirectly to Mr. Locke via a consulting fee to AD2102 Inc., an Ontario corporation controlled by Mr. Locke.
- (7) Resigned as Interim Chairman of the Company on April 28, 2022.
- (8) Resigned as a director of the Company on April 28, 2022. Served as director for 4 months in 2022.
- (9) Resigned as a director of the Company on August 16, 2021. Served as director for 8 months in 2021.
- (10) Director of the Company as of April 28, 2022. Served as director for 8 months in 2022.
- (11) Executive Chairman of the Company as of April 28, 2022.

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

The following table discloses all compensation securities granted or issued to each director and NEO by the Company or one of its subsidiaries in the most recently completed financial year, being December 31, 2022, for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

#### **Compensation Securities**

<b>Name and position</b>	<b>Type of compensation security</b>	<b>Number of compensation securities, number of underlying securities, and percentage of class<sup>(1)</sup></b>	<b>Date of issue or grant</b>	<b>Issue, conversion or exercise price (C\$)</b>	<b>Closing price of security or underlying security on date of grant (C\$)</b>	<b>Closing price of security or underlying security at year end (C\$)</b>	<b>Expiry date</b>	<b>Total amount of compensation securities held as at Dec 31, 2022</b>
<b>Greg Donaldson</b> Chief Financial Officer	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	900,000 options
	RSUs	1,000,000 RSUs for 1,000,000 PopReach Shares <sup>(2)</sup> , 0.363% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	1,000,000 RSUs
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Jon Walsh</b> Chief Executive Officer and Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	RSUs	2,000,000 RSUs for 2,000,000 PopReach Shares <sup>(2)</sup> , 0.727% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	2,000,000 RSUs
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil

**Compensation Securities**

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (C\$)	Closing price of security or underlying security on date of grant (C\$)	Closing price of security or underlying security at year end (C\$)	Expiry date	Total amount of compensation securities held as at Dec 31, 2022
<b>William Wiemann</b> President & Chief Executive Officer of Q1Media <sup>(3)</sup>	Stock Options	500,000 Stock Options, for 500,000 PopReach Shares <sup>(4)</sup> , 0.182% of class	May 27, 2022	\$0.800	0.305	0.280	May 27, 2027	500,000 options
	RSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Matthew Bentley</b> Chief Operations Officer of Q1Media <sup>(3)</sup>	Stock Options	500,00, for 500,000 PopReach Shares <sup>(4)</sup> , 0.182% of class	May 27, 2022	\$0.800	0.305	0.280	May 27, 2027	500,000 options
	RSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Christopher Locke</b> President, Chief Operating Officer, Corporate Secretary <sup>(5)</sup> and Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	RSUs	2,000,000 RSUs for 2,000,000 PopReach Shares <sup>(2)</sup> , 0.727% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	2,000,000 RSUs
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Mike Vorhaus</b> Interim Chairman <sup>(6)</sup> and Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	175,000 options
	RSUs	100,000 RSUs for 100,000 PopReach Shares <sup>(7)</sup> , 0.036% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	100,000 RSUs

**Compensation Securities**

<b>Name and position</b>	<b>Type of compensation security</b>	<b>Number of compensation securities, number of underlying securities, and percentage of class<sup>(1)</sup></b>	<b>Date of issue or grant</b>	<b>Issue, conversion or exercise price (C\$)</b>	<b>Closing price of security or underlying security on date of grant (C\$)</b>	<b>Closing price of security or underlying security at year end (C\$)</b>	<b>Expiry date</b>	<b>Total amount of compensation securities held as at Dec 31, 2022</b>
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Trevor Fencott</b> Director <sup>(8)</sup>	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	130,000 options
	RSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Ben Colabrese</b> Director <sup>(9)</sup>	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	RSUs	100,000 RSUs for 100,000 PopReach Shares <sup>(7)</sup> , 0.036% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	100,000 RSUs
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Iain Klugman</b> Director <sup>(9)</sup>	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	RSUs	100,000 RSUs for 100,000 PopReach Shares <sup>(7)</sup> , 0.036% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	100,000 RSUs
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Natasha De Masi</b> Director <sup>(9)</sup>	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	RSUs	100,000 RSUs for 100,000 PopReach Shares <sup>(7)</sup> , 0.036% of class	May 27, 2022	N/A	0.305	0.280	May 27, 2027	100,000 RSUs
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil

## Compensation Securities

Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class <sup>(1)</sup>	Date of issue or grant	Issue, conversion or exercise price (C\$)	Closing price of security or underlying security on date of grant (C\$)	Closing price of security or underlying security at year end (C\$)	Expiry date	Total amount of compensation securities held as at Dec 31, 2022
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
<b>Ted Hastings</b> Executive Chairman <sup>(10)</sup> and Director <sup>(9)</sup>	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	RSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	PSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil
	DSUs	Nil	N/A	N/A	N/A	N/A	N/A	Nil

Note:

- (1) Based on 275,266,828 PopReach Shares outstanding as of December 31, 2022.
- (2) 50% of RSUs to vest on the first anniversary of the date of grant, and 12.5% to vest at the end of each quarter after the first anniversary of the date of grant.
- (3) Q1Media became a subsidiary of the Company on April 28, 2022. Served as NEO for 8 months in 2022.
- (4) 25% of stock options to vest on the first anniversary of the date of grant, and 6.25% to vest at the end of each quarter after the first anniversary of the date of grant.
- (5) Resigned as Chief Operating Officer and Corporate Secretary of the Company on April 28, 2022. Resigned as President of the Company on November 30, 2022.
- (6) Resigned as Interim Chairman of the Company on April 28, 2022.
- (7) 100% of RSUs to vest on the first anniversary of the date of grant.
- (8) Resigned as a director of the Company on April 28, 2022. Served as director for 4 months in 2022.
- (9) Director of the Company as of April 28, 2022. Served as director for 8 months in 2022.
- (10) Executive Chairman of the Company as of April 28, 2022.

No compensation security has been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year, other than as described below.

There are no restrictions or conditions for converting, exercising or exchanging the compensation securities disclosed in the above table.

### Trevor Fencott Options

On May 27, 2022, the vesting of the 130,000 stock options issued on September 1, 2021 to Mr. Trevor Fencott, was fully accelerated and the exercise period of such options was extended to April 28, 2023.

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

Except as set out in the following table, no NEO or director of the Company exercised any compensation security during 2022.

Exercise of Compensation Securities by Directors and NEOs							
Name and position	Type of compensation security	Number of underlying securities exercised	Exercise price per security (\$)	Date of exercise	Closing price of security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
<b>Christopher Locke</b> President, Chief Operating Officer, Corporate Secretary <sup>(1)</sup> and Director	Stock Options	533,400 <sup>(2)</sup>	0.1627	Sept 19, 2022	0.4250	0.2623	139,910.82
<b>Jon Walsh</b> Chief Executive Officer and Director	Stock Options	2,493,614 <sup>(3)</sup>	0.1627	Sept 19, 2022	0.4250	0.2623	654,074.95

Note:

- (1) Resigned as Chief Operating Officer and Corporate Secretary of the Company on April 28, 2022. Resigned as President of the Company on November 30, 2022.
- (2) 533,400 options surrendered in cashless exercise for 307,796 PopReach Shares.
- (3) 2,493,614 options surrendered in cashless exercise for 1,438,930 PopReach Shares.

For further details on the omnibus equity incentive plan of the Company (the “**Equity Incentive Plan**”), please refer to “Key Terms of the Equity Incentive Plan” below.

#### EQUITY COMPENSATION PLAN INFORMATION

As at December 31, 2022, the following compensation plans of the Company were in place under which equity securities of the Company were authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights (C\$)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) <sup>(1)</sup>
	(a)	(b)	(c)
Equity compensation plans approved by securityholders	15,278,500	\$0.50	12,248,182

	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights (C\$)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))<sup>(1)</sup></b>
Equity compensation plans not approved by securityholders	-	-	-
<b>Total</b>	15,278,500	\$0.50	12,248,182

Note:

- (1) Based on the total number of PopReach Shares to be reserved and authorized for issuance pursuant to options, RSUs, PSUs and DSUs (as defined below) granted under the Equity Incentive Plan being 10% of the issued and outstanding PopReach Shares from time to time (being 27,526,682 PopReach Shares as at December 31, 2022).

### **Key Terms of the Equity Incentive Plan**

The following is a summary of certain key terms of the Equity Incentive Plan, which was first approved by the shareholders of the Company on March 23, 2022, re-approved by the shareholders of the Company on April 24, 2023, and does not purport to provide an overview of all terms, and is qualified in its entirety by the Equity Incentive Plan, a copy of which may be obtained by emailing [invest@popreach.com](mailto:invest@popreach.com) or sending a written request to the Chief Executive Officer of the Company at the Company's head office located at 1 University Avenue, 3rd Floor, Toronto, Ontario M5J 2P1. Readers should review the Equity Incentive Plan in its entirety for a better understanding of the Equity Incentive Plan.

#### *Purpose*

The purpose of the Equity Incentive Plan is to, among other things: (i) provide the Company with an equity-related mechanism to attract, retain and motivate qualified directors, officers, employees and consultants of the Company, including its subsidiaries, (ii) reward directors, officers, employees and consultants that have been granted awards under the Equity Incentive Plan for their contributions toward the long-term goals and success of the Company, and (iii) enable and encourage such directors, officers, employees and consultants to acquire PopReach Shares as long-term investments and proprietary interests in the Company.

The Equity Incentive Plan provides flexibility to the Company to grant equity-based incentive awards in the form of options, restricted share units ("RSUs"), performance share units ("PSUs") and deferred share units ("DSUs"), as described in further detail below. The following is a summary of the Equity Incentive Plan, which is qualified in its entirety by the full text of the Equity Incentive Plan.

#### *Shares Subject to the Equity Incentive Plan*

The Equity Incentive Plan is a "rolling" plan in that, subject to the adjustment provisions provided for therein (including a subdivision or consolidation of PopReach Shares), it provides that the aggregate maximum number of PopReach Shares that may be reserved for issuance under the Equity Incentive Plan, at any time, shall not exceed ten (10%) percent of the Company's issued and outstanding PopReach Shares as at such time (the "**Reserved Shares**").

To the extent any awards under the Equity Incentive Plan are terminated or cancelled for any reason prior to exercise in full, the PopReach Shares subject to such awards (or any portion(s) thereof) shall be added back to the number of Reserved Shares.

### *Insider Participation Limit*

The Equity Incentive Plan provides that the aggregate number of PopReach Shares (a) issuable to Insiders at any time (under all of the Company's security-based compensation arrangements) cannot exceed ten (10%) percent of the Company's issued and outstanding PopReach Shares, and (b) issued to Insiders within any one-year period (under all of the Company's security-based compensation arrangements) cannot exceed ten (10%) percent of the Company's issued and outstanding PopReach Shares.

Furthermore, the Equity Incentive Plan provides that, within any one financial year of the Company, the aggregate fair market value on the date of grant of all awards granted to any one non-employee director under all of the Company's security-based compensation arrangements shall not exceed \$150,000 (including an aggregate fair market value on the date of grant of no more than \$100,000 in options), provided that such limits shall not apply to (i) awards taken in lieu of any cash retainer or other director fees, and (ii) a one-time initial grant to a non-employee director upon such director joining the board of directors of the Company (the "**Board**").

Additionally, for so long as the PopReach Shares are listed and posted for trading on the TSX Venture Exchange (the "**Exchange**"), (a) not more than two (2%) percent of the Company's issued and outstanding PopReach Shares may be granted to any one consultant in any 12 month period, (b) not more than an aggregate of two (2%) percent the Company's issued and outstanding PopReach Shares may be granted in aggregate to investor relations service providers in any 12 month period, (c) unless the Company has obtained disinterested shareholder approval, not more than five (5%) percent of the Company's issued and outstanding PopReach Shares may be issued to any one Person in any 12 month period and (d) unless the Company has obtained disinterested shareholder approval, the Company shall not decrease the exercise price or extend the term of options previously granted to Insiders.

Any PopReach Shares issued by the Company through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired company shall not reduce the number of PopReach Shares available for issuance pursuant to the exercise of awards granted under the Equity Incentive Plan.

### *Administration of the Equity Incentive Plan*

The Plan Administrator (as defined in the Equity Incentive Plan) is determined by the Board, and is initially the Governance and Compensation Committee. The Equity Incentive Plan may in the future be administered by the Board itself or delegated to a committee of the Board. The Plan Administrator determines which directors, officers, consultants and employees are eligible to receive awards under the Equity Incentive Plan, the time or times at which awards may be granted, the conditions under which awards may be granted or forfeited to the Company, the number of PopReach Shares to be covered by any award, the exercise price of any award, whether restrictions or limitations are to be imposed on the PopReach Shares issuable pursuant to grants of any award, and the nature of any such restrictions or limitations, any acceleration of exercisability or vesting, or waiver of termination regarding any award, based on such factors as the Plan Administrator may determine.

In addition, the Plan Administrator interprets the Equity Incentive Plan and may adopt administrative rules, regulations, procedures and guidelines governing the Equity Incentive Plan or any awards granted under the Equity Incentive Plan as it deems appropriate.

### *Eligibility*

All directors, officers, consultants and employees are eligible to participate in the Equity Incentive Plan. The extent to which any such individual is entitled to receive a grant of an award pursuant to the Equity Incentive Plan will be determined in the discretion of the Plan Administrator.

### *Types of Awards*

Awards of options, RSUs, PSUs and DSUs may be made under the Equity Incentive Plan. All of the awards described below are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined by the Plan Administrator, in its sole discretion, subject to such limitations provided in the

Equity Incentive Plan, and will generally be evidenced by an award agreement. In addition, subject to the limitations provided in the Equity Incentive Plan and in accordance with applicable law, the Plan Administrator may accelerate or defer the vesting or payment of awards, cancel or modify outstanding awards, and waive any condition imposed with respect to awards or PopReach Shares issued pursuant to awards.

### Options

An option entitles a holder thereof to purchase a prescribed number of PopReach Shares from treasury at an exercise price set at the time of the grant. The Plan Administrator will establish the exercise price at the time each option is granted, which exercise price must in all cases be not less than the Discounted Market Price (as defined in the Exchange's Policy 1.1 entitled "Interpretation" as amended from time to time) for so long as the PopReach Shares are listed and posted for trading on the Exchange. Subject to any accelerated termination as set forth in the Equity Incentive Plan, each option expires on its respective expiry date. The Plan Administrator will have the authority to determine the vesting terms applicable to grants of options, subject to the restrictions in the Equity Incentive Plan relating to options granted to investor relations service providers. Once an option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the option, unless otherwise specified by the Plan Administrator, or as otherwise set forth in any written employment agreement, consulting agreement, award agreement or other written agreement between the Company or a subsidiary of the Company and the participant. The Plan Administrator has the right to accelerate the date upon which any option becomes exercisable. The Plan Administrator may provide at the time of granting an option that the exercise of that option is subject to restrictions, in addition to those specified in the Equity Incentive Plan, such as vesting conditions relating to the attainment of specified performance goals.

Unless otherwise specified by the Plan Administrator at the time of granting an option and set forth in the particular award agreement, an exercise notice must be accompanied by payment of the exercise price. To the extent permitted by and otherwise subject to the rules and policies of the Exchange, a participant may, in lieu of exercising an option pursuant to an exercise notice, elect to surrender such option to the Company (a "**Cashless Exercise**") in consideration for an amount from the Company equal to (i) the Market Price (as defined in the Equity Incentive Plan) of the PopReach Shares issuable on the exercise of such option (or portion thereof) as of the date such option (or portion thereof) is exercised, less (ii) the aggregate exercise price of the option (or portion thereof) surrendered relating to such PopReach Shares (the "**In-the-Money Amount**") by written notice to the Company indicating the number of options such participant wishes to exercise using the Cashless Exercise, and such other information that the Company may require. Subject to the provisions of the Equity Incentive Plan, the Company will satisfy payment of the In-the-Money Amount by delivering to the participant such number of PopReach Shares having an aggregate fair market value (based on the Market Price on the date of exercise) equal to the In-the-Money Amount. Any options surrendered in connection with a Cashless Exercise will not be added back to the number of Reserved Shares .

### Restricted Share Units

A RSU is a unit equivalent in value to a PopReach Share credited by means of a bookkeeping entry in the books of the Company which entitles the holder to receive one PopReach Share (or the value thereof) for each RSU after a specified vesting period. The Plan Administrator may, from time to time, subject to the provisions of the Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any participant in respect of services rendered by the applicable participant in a taxation year (the "**RSU Service Year**").

The number of RSUs (including fractional RSUs) granted at any particular time under the Equity Incentive Plan will be calculated by dividing (a) the amount of any payment that is to be paid in RSUs (including the elected amount, as applicable), as determined by the Plan Administrator, by (b) the greater of (i) the Discounted Market Price of a PopReach Share on the date of grant, or and (ii) such amount as determined by the Plan Administrator in its sole discretion. The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs, provided that the terms comply with Section 409A of the United States Internal Revenue Code of 1986, as amended from time to time (the "**Code**") to the extent applicable.

Upon settlement, holders will receive (a) one fully paid and non-assessable PopReach Share in respect of each vested RSU, (b) a cash payment or (c) a combination of PopReach Shares and cash, in each case as determined by the Plan Administrator. Any such cash payments made by the Company shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per PopReach Share as at the settlement date. Subject to the provisions

of the Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any RSU shall occur, and no PopReach Share shall be issued or cash payment shall be made in respect of any RSU any later than the final business day of the third calendar year following the applicable RSU Service Year.

#### Performance Share Units

A PSU is a unit equivalent in value to a PopReach Share credited by means of a bookkeeping entry in the books of the Company which entitles the holder to receive one PopReach Share (or the value thereof) for each PSU after specific performance-based vesting criteria determined by the Plan Administrator, in its sole discretion, have been satisfied. The performance goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of a participant's employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable award agreement. The Plan Administrator may, from time to time, subject to the provisions of the Equity Incentive Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any participant in respect of services rendered by the applicable participant in a taxation year (the "PSU Service Year").

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs. Upon settlement, holders will receive (a) one fully paid and non-assessable PopReach Share in respect of each vested PSU, (b) a cash payment, or (c) a combination of PopReach Shares and cash, in each case as determined by the Plan Administrator. Any such cash payments made by the Company to a participant shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per PopReach Share as at the settlement date. Subject to the provisions of the Equity Incentive Plan and except as otherwise provided in an award agreement, no settlement date for any PSU shall occur, and no PopReach Share shall be issued or cash payment shall be made in respect of any PSU any later than the final business day of the third calendar year following the applicable PSU Service Year.

#### Deferred Share Units

A DSU is a unit equivalent in value to a PopReach Share credited by means of a bookkeeping entry in the books of the Company which entitles the holder to receive one PopReach Share (or, at the election of the holder and subject to the approval of the Plan Administrator, the cash value thereof) for each DSU on a future date. The Board may fix from time to time a portion of the total compensation (including annual retainer) paid by the Company to a director in a calendar year for service on the Board (the "**Director Fees**") that are to be payable in the form of DSUs. In addition, each director is given, subject to the provisions of the Equity Incentive Plan, the right to elect to receive a portion of the cash Director Fees owing to them in the form of DSUs.

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of DSUs, provided that no DSUs may vest before the date that is one year following the Date of Grant. The number of DSUs (including fractional DSUs) granted at any particular time will be calculated by dividing (a) the amount of any director fees that are paid in DSUs, by (b) the Market Price of a PopReach Share on the date of grant. Upon settlement, holders will receive (a) one fully paid and non-assessable PopReach Share in respect of each vested DSU, (b) a cash payment, or (c) a combination of PopReach Shares and cash, in each case as determined by the Plan Administrator in its sole discretion. Any cash payments made under the Equity Incentive Plan by the Company to a participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per PopReach Share as at the settlement date.

#### *Dividend Equivalents*

Unless otherwise determined by the Plan Administrator, awards of RSUs, PSUs and DSUs shall be credited with dividend equivalents in the form of additional RSUs, PSUs and DSUs, as applicable. Dividend equivalents shall vest in proportion to, and settle in the same manner as, the awards to which they relate. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per PopReach Share by the number of RSUs, PSUs and DSUs, as applicable, held by the participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places.

### *Black-out Periods*

If an award expires during, or within five business days after, a routine or special trading Blackout Period (as defined in the Equity Incentive Plan), then, notwithstanding any other provision of the Equity Incentive Plan, unless the delayed expiration would result in negative tax consequences to the holder of the award, the award shall expire five business days after the Blackout Period is lifted by the Company; and provided that, (i) the Blackout Period must be deemed to have expired upon the general disclosure of the undisclosed Material Information (as defined in the Equity Incentive Plan, and (ii) the automatic extension of an award will not be permitted where the participant or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

### *Term*

While the Equity Incentive Plan does not stipulate a specific term for awards granted thereunder, other than the options, which are subject to a maximum term of 10 years from the date of grant, subject to certain adjustments, as discussed below, shareholder approval is required to permit an option award to be exercisable beyond 10 years from its date of grant, except where an expiry date would have fallen within a Blackout Period of the Company. All awards must vest and settle in accordance with the provisions of the Equity Incentive Plan and any applicable award agreement, which award agreement may include an expiry date for a specific award.

### *Termination of Employment or Services*

The following table describes the impact of certain events upon the participants under the Equity Incentive Plan, including termination for cause, resignation, termination without cause, disability, death or retirement, subject, in each case, to the terms of a participant's applicable employment agreement, consulting agreement, award agreement or other written agreement and subject to applicable employment standards legislation or regulations applicable to the participant's employment or other engagement with the Company or any of its subsidiaries:

<b>Event</b>	<b>Provisions</b>
Termination for Cause	<ul style="list-style-type: none"><li>Any unvested awards held that have not been exercised, settled or surrendered as of the Termination Date (as defined in the Equity Incentive Plan) shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.</li><li>Any vested awards may, subject to the terms of the Equity Incentive Plan be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (a) the expiry date of such award, and (b) the date that is 90 days after the Termination Date, with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.</li></ul>
Resignation	
Termination without Cause	
Disability	<ul style="list-style-type: none"><li>Any award held by the participant that has not vested as of the date of the Disability (as defined in the Equity Incentive Plan) of such participant shall vest on such date and may, subject to the terms of the Equity Incentive Plan, be exercised, settled or surrendered to the Company by the participant at any time until the expiration date of such award, provided that: (i) with respect to any PSUs held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the Termination Date, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance (as defined in the Equity Incentive Plan); and (ii) any awards subject to section 409A of the Code awarded to U.S. Taxpayers (as defined in the Equity Incentive Plan) shall be exercised, settled or surrendered within the same calendar year as the participant's "separation from service". Any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled</li></ul>

Event	Provisions
	for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
Death	<ul style="list-style-type: none"> <li>• Any award held by the participant that has not vested as of the date of the death of such participant shall vest on such date and may, subject to the terms of the Equity Incentive Plan, be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (a) the expiry date of such award, and (b) the first anniversary of the date of the death of such participant, provided that (i) with respect to any PSUs held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the date of death of such participant, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance; and (ii) any awards subject to section 409A of the Code awarded to U.S. Taxpayers shall be exercised, settled or surrendered within the same calendar year as the participant's death. Any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.</li> </ul>
Retirement	<ul style="list-style-type: none"> <li>• Any award held by the participant that has not vested as of the date of Retirement (as defined in the Equity Incentive Plan) shall continue to vest in accordance with its terms and, if any such awards vest, shall be exercised, settled or surrendered by the Company to the participant provided that (a) with respect to any PSUs held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the Termination Date, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance, and (b) any awards subject to section 409A of Code awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the participant's "separation from service".</li> <li>• Notwithstanding the foregoing, if, following his or her Retirement, the participant breaches the terms of any restrictive covenant in the participant's written or other applicable employment or other agreement with the Company or a subsidiary of the Company, any award held by the participant that has not been exercised, surrendered or settled shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.</li> </ul>

The Plan Administrator may, in its discretion, at any time prior to, or following the events listed above, or in an employment agreement, consulting agreement, award agreement or other written agreement between the Company or a subsidiary of the Company and a individual receiving an award under the Equity Incentive Plan, permit the acceleration or vesting of any or all awards or waive termination of any or all awards, all in the manner and on the terms as may be authorized by the Plan Administrator.

#### *Change in Control*

Under the Equity Incentive Plan, except as may be set forth in an employment agreement, consulting agreement, award agreement or other written agreement between the Company or a subsidiary of the Company and a participant:

- If within 12 months following the completion of a transaction resulting in a Change in Control (as defined in the Equity Incentive Plan), a participant's employment, consultancy or directorship is terminated without Cause (as defined in the Equity Incentive Plan) or the participant resigns with Good Reason (as defined in the Equity Incentive Plan):
  - a portion of any unvested awards shall immediately vest, such portion to be equal to the number of unvested awards held by the participant as of the Termination Date multiplied by a fraction, the numerator of which is the number of days between the date of grant and the Termination Date and

the denominator of which is the number of days between the date of grant and the date any unvested awards were originally scheduled to vest, which vested awards may be exercised, settled or surrendered to the Company by such participant at any time during the period that terminates on the earlier of: (A) the expiration date of such award; and (B) the date that is 90 days after the Termination Date, provided that (1) with respect to any PSU held by such participant, the attainment of performance goals shall be assessed on the basis of actual achievement of the performance goals up to the Termination Date, if the applicable performance period has been completed and the Company can determine if the performance goals have been attained, failing which the Company will assume Target Performance, and (2) any awards subject to section 409A of the Code awarded to U.S. Taxpayers, shall, if such awards vest, be exercised, settled or surrendered within the same calendar year as the participant's "separation from service", with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards; and

- any vested awards may, subject to the terms of the Equity Incentive Plan, be exercised, settled or surrendered to the Company by the participant at any time during the period that terminates on the earlier of: (A) the expiration date of such award; and (B) the date that is 90 days after the Termination Date, with any award that has not been exercised, settled or surrendered at the end of such period shall be immediately forfeited and cancelled for no consideration and the participant shall not be entitled to any damages or other amounts in respect of such cancelled awards.
- Unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the PopReach Shares will cease trading on the Exchange or any other exchange, the Company may terminate all of the awards, other than an option held by a Canadian Taxpayer (as defined in the Equity Incentive Plan) for the purposes of the Tax Act, granted under the Equity Incentive Plan at the time of, and subject to the completion of, the Change in Control transaction by paying to each holder an amount equal to the fair market value of his or her respective award (as determined by the Plan Administrator, acting reasonably) at or within a reasonable period of time following completion of such Change in Control transaction.

#### *Non-Transferability of Awards*

Except as permitted by the Plan Administrator, and to the extent that certain rights may pass to a beneficiary or legal representative upon the death of a participant by will or as required by law, no assignment or transfer of awards granted under the Equity Incentive Plan, whether voluntary, involuntary, by operation of law or otherwise, is permitted.

#### *Amendments to the Equity Incentive Plan*

The Plan Administrator may also from time to time, without notice and without approval of the holders of voting shares, amend, modify, change, suspend or terminate the Equity Incentive Plan or any awards granted pursuant thereto as it, in its discretion, determines appropriate, provided that (a) no such amendment, modification, change, suspension or termination of the Equity Incentive Plan or any award granted pursuant thereto may materially impair any rights of a participant or materially increase any obligations of a participant under the Equity Incentive Plan without the consent of such participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable securities laws or stock exchange requirements, and (b) any amendment that would cause an award held by a U.S. to be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code, as amended, shall be null and void *ab initio*.

Notwithstanding the above, and subject to the rules of the Exchange, the approval of shareholders is required to effect any of the following amendments to the Equity Incentive Plan:

- (a) increasing the percentage of the Company's issued and outstanding PopReach Shares reserved for issuance under the Equity Incentive Plan, except pursuant to the provisions in the Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Company or its capital;

- (b) increasing or removing the 10% limits on PopReach Shares issuable or issued to Insiders;
- (c) reducing the exercise price of an option award (for this purpose, a cancellation or termination of an award of a participant prior to its expiry date for the purpose of reissuing an award to the same participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an award) except pursuant to the provisions in the Equity Incentive Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Company or its capital;
- (d) extending the term of an option award beyond the original expiry date (except where an expiry date would have fallen within a blackout period applicable to the participant or within five business days following the expiry of such a blackout period);
- (e) permitting an option award to be exercisable beyond 10 years from its date of grant (except where an expiry date would have fallen within a blackout period);
- (f) increasing or removing the limits on the participation of non-employee directors;
- (g) permitting awards to be transferred to a person;
- (h) changing the eligible participants;
- (i) pertaining to a matter expressly subject to approval of the shareholders pursuant to the applicable rules of the Exchange; and
- (j) deleting or otherwise limiting the amendments which require approval of the shareholders.

Except for the items listed above, amendments to the Equity Incentive Plan will not require shareholder approval. Such amendments include (but are not limited to): (a) amending the general vesting provisions of an award, (b) adding covenants of the Company for the protection of the participants, (c) amendments that are desirable as a result of changes in law in any jurisdiction where a participant resides, and (d) curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

#### *Anti-Hedging Policy*

Participants are restricted from purchasing financial instruments such as 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 awards granted to them.

#### ***Employment, consulting and management agreements***

During the most recently completed financial year, being December 31, 2022, other than as described below, the Company was not a party to any agreement or arrangement under which compensation was provided or is payable in respect of services provided to the Company or any of its subsidiaries that were performed by a director or NEO, or performed by any other party but are services typically provided by a director or a NEO.

#### Christopher Locke

PopReach Incorporated, a subsidiary of the Company, entered into an employment agreement dated October 1, 2017, with Christopher Locke. Pursuant to this employment agreement, Mr. Locke was employed as President and Chief Operating Officer of PopReach Incorporated. Mr. Locke could terminate his employment agreement upon providing PopReach Incorporated with four weeks' written notice and upon such termination he would be entitled to accrued and unpaid salary up to the termination date. PopReach Incorporated could terminate Mr. Locke's employment without cause at any time upon providing him with payment of an amount equal to twelve months of his base salary, the acceleration of the vesting of options under the Equity Incentive Plan, and the continuation of benefits coverage for six months. In addition, Mr. Locke was entitled to the pro-rated portion of any earned but unpaid bonus amounts up to the termination date under any bonus plan. PopReach Incorporated could terminate Mr. Locke's employment for cause without providing any notice, provided that Mr. Locke is paid his accrued and unpaid salary up to the termination date.

PopReach Incorporated entered into an addendum to the employment agreement by and between itself and Mr. Locke on November 1, 2018 and on April 29, 2022, in each case to amend the base salary of Mr. Locke.

Mr. Locke resigned from his position as President and Chief Operating Officer of PopReach Incorporated on November 30, 2022. PopReach Incorporated entered into a consulting agreement dated October 16, 2022 with AD2102 Inc., an Ontario corporation controlled by Mr. Locke, effective December 1, 2022. Pursuant to this consulting agreement, either party may terminate the consulting agreement for any reason whatsoever and without obligation to provide reasons, upon providing the other with five (5) days' written notice. Upon the termination of the consulting agreement, AD2102 Inc. shall discontinue services and shall immediately invoice PopReach Incorporated for all amounts accrued and due as of the effective date of termination.

#### Jon Walsh

PopReach Incorporated, a subsidiary of the Company, entered into an employment agreement dated October 1, 2017, with Jon Walsh. Pursuant to this employment agreement, Mr. Walsh is employed as Chief Executive Officer of PopReach Incorporated. Mr. Walsh may terminate his employment agreement upon providing PopReach Incorporated with four weeks' written notice and upon such termination will be entitled to accrued and unpaid salary up to the termination date. PopReach Incorporated may terminate Mr. Walsh's employment without cause at any time upon providing him with payment of an amount equal to twelve months of his base salary, the acceleration of the vesting of options under the Equity Incentive Plan, and the continuation of benefits coverage for six months. In addition, Mr. Walsh shall be entitled to the pro-rated portion of any earned but unpaid bonus amounts up to the termination date under any bonus plan. PopReach Incorporated may terminate Mr. Walsh's employment for cause without providing any notice, provided that Mr. Walsh is paid his accrued and unpaid salary up to the termination date.

PopReach Incorporated entered into an addendum to the employment agreement by and between itself and Mr. Walsh on November 1, 2018 and on April 29, 2022, in each case to amend the base salary of Mr. Walsh.

#### Greg Donaldson

PopReach Incorporated, a subsidiary of the Company, entered into an employment agreement dated September 1, 2019, with Greg Donaldson, effective September 23, 2019. Pursuant to this employment agreement, Mr. Donaldson was employed as VP Finance of PopReach Incorporated. Mr. Donaldson has since been appointed as Chief Financial Officer of PopReach Incorporated. Mr. Donaldson may terminate his employment agreement upon providing PopReach Incorporated with four weeks' written notice and upon such termination will be entitled to accrued and unpaid salary up to the termination date. PopReach Incorporated may terminate Mr. Donaldson's employment without cause at any time upon providing him with the minimum requirements under the Employment Standards Act. PopReach Incorporated may terminate Mr. Donaldson's employment for cause without providing any notice, provided that Mr. Donaldson is paid his accrued and unpaid salary up to the termination date.

PopReach Incorporated entered into an addendum to the employment agreement by and between itself and Mr. Donaldson on April 29, 2022 to amend the base salary of Mr. Donaldson.

#### William Wiemann

Q1Media entered into an employment agreement dated July 9, 2021, with William Wiemann. Pursuant to this employment agreement, Mr. Wiemann is employed as President and Chief Executive Officer of Q1Media. Mr. Wiemann's employment is at-will and, as such, either Mr. Wiemann or Q1Media may terminate their employment relationship at any time for any reason or no reason. In connection with any such termination, Mr. Wiemann will be entitled to his accrued and unpaid salary up to the date of such termination. Q1Media requests that, in the event of Mr. Wiemann's resignation, he provide Q1Media at least two weeks' notice.

Mr. Wiemann and Q1Media entered into a severance agreement dated July 9, 2021. Pursuant to the terms of such severance agreement, in the event Q1Media terminates Mr. Wiemann's employment without cause, Mr. Wiemann will be entitled to payment of an amount equal to 12 months of his annual base salary then in effect, plus continuation of health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for a period

of 12 months following the termination of his employment (or a cash payment in lieu thereof). The severance agreement provides that the foregoing entitlements are conditional upon Mr. Wiemann's execution of a full and final release in favour of Q1Media and its affiliates.

#### Matthew Bentley

Q1Media entered into an employment agreement dated July 9, 2021, with Matthew Bentley. Pursuant to this employment agreement, Mr. Bentley is employed as Chief Operations Officer of Q1Media. Mr. Bentley's employment is at-will and, as such, either Mr. Bentley or Q1Media may terminate their employment relationship at any time for any reason or no reason. In connection with any such termination, Mr. Bentley will be entitled to his accrued and unpaid salary up to the date of such termination. Q1Media requests that, in the event of Mr. Bentley's resignation, he provide Q1Media at least two weeks' notice.

Mr. Bentley and Q1Media entered into a severance agreement dated July 9, 2021. Pursuant to the terms of such severance agreement, in the event Q1Media terminates Mr. Bentley's employment without cause, Mr. Bentley will be entitled to payment of an amount equal to 12 months of his annual base salary then in effect, plus continuation of health insurance coverage under the COBRA for a period of 12 months following the termination of his employment (or a cash payment in lieu thereof). The severance agreement provides that the foregoing entitlements are conditional upon Mr. Bentley's execution of a full and final release in favour of Q1Media and its affiliates.

#### Ted Hastings

Ted Hastings and PopReach Incorporated entered into a consulting agreement dated April 28, 2022. Pursuant to this consulting agreement, either party may terminate the consulting agreement for any reason whatsoever and without obligation to provide reasons, upon providing the other with five (5) days' written notice. Upon the termination of the consulting agreement, Mr. Hastings shall discontinue services and shall immediately invoice PopReach Incorporated for all amounts accrued and due as of the effective date of termination.

#### ***Oversight and description of Director and NEO compensation***

The directors decide as a Board the compensation for the Company's directors and NEOs on an annual basis. Compensation payable is determined by considering compensation paid for directors and NEOs of companies of similar size and stage of development and determining an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and NEOs while taking into account the financial and other resources of the Company. In setting the compensation, the performance of each NEO is reviewed in light of the Company's objectives and other factors that may have impacted the success of the Company.

An interested Board member is required to abstain from voting on matters concerning his or her own compensation. Additionally, the directors may be reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors.

Compensation for the Company's NEOs is based on the achievement of the Company's objectives and strategies included in its business plan and individual performance. The base salary of each NEO takes into consideration the current competitive market conditions, experience, proven or expected performance, and the particular skills of the NEO. See "Employment, consulting and management agreements" and "Director and Named Executive Officer compensation, excluding compensation securities" for compensation arrangements for the Company's NEOs.

There have been no significant changes to the Company's compensation policies made after the financial year ended December 31, 2022 that could or will have an effect on director or NEO compensation.

#### ***Pension disclosure***

As at the year ended December 31, 2022, the Company does not have a pension plan.