



NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL AND SPECIAL MEETING

OF SHAREHOLDERS

OF

YNVISIBLE INTERACTIVE INC.

TO BE HELD ON

WEDNESDAY, OCTOBER 20, 2021

DATED: SEPTEMBER 1, 2021



Ynvisible Interactive Inc.
Suite 830, 1100 Melville Street
Vancouver, British Columbia
Canada V6E 4A6
Telephone: 604-638-7363

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD OCTOBER 20, 2021**

NOTICE IS HEREBY GIVEN that an **Annual General and Special Meeting** (the “**Meeting**”) of the shareholders of **YNVISIBLE INTERACTIVE INC.** (the “**Company**”) will be held at **Suite 830, 1100 Melville Street, Vancouver, British Columbia, Canada, V6E 4A6**, on **Wednesday, October 20, 2021**, at **11:00 a.m. (Pacific Time)**.

Due to ongoing concerns related to the current coronavirus pandemic (“COVID-19”) and in order to mitigate potential risks to the health and safety of the Company’s shareholders (the “Shareholders”), employees and other stakeholders, Shareholders are encouraged not to attend the Meeting in person.

The Company is continuously monitoring evolving news and guidelines related to COVID-19 and asks that, in considering whether to attend the Meeting in person, Shareholders follow the instructions of the Public Health Agency of Canada (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>) and any applicable additional provincial and local health department instructions. You should not attend the Meeting in person if you are experiencing any cold or flu-like symptoms, or if you or someone with whom you have been in close contact has travelled to/from outside of Canada within the 14 days prior to the Meeting. **In order to minimize group sizes and respect social distancing regulations, all Shareholders are urged to vote on the matters before the Meeting by proxy, as described in the accompanying Information Circular.** The Company 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 COVID-19. Should any changes to the Meeting format occur, the Company will announce any and all changes by way of news release, which will be filed under the Company’s profile on the System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com. In the event of any changes to the Meeting format due to COVID-19, the Company will **not** prepare or mail amended Meeting materials.

***** DUE TO THE COVID-19 VIRUS, THE COMPANY REQUESTS THAT ALL SHAREHOLDERS VOTE THEIR SHARES BY PROXY AND AVOID ATTENDING THE MEETING IN PERSON. *****

Shareholders may participate in the Meeting by teleconference; **however, a Shareholder attending the Meeting by teleconference will not be able to vote via teleconference at the Meeting.** As such, Shareholders who attend the Meeting by teleconference and who wish to ensure their common shares will be voted at the Meeting are advised to vote in advance of the Meeting.

Shareholders wishing to attend by teleconference must pre-register by following the Teleconference Advance Registration instructions provided below.

TELECONFERENCE ADVANCE REGISTRATION INSTRUCTIONS

Advance registration to attend the Meeting by teleconference is required by emailing the following information to janet@keystonecorp.ca:

- (a) the name of the registered Shareholder in which common shares of the Company are held;**
- (b) the proxy control number given in respect of such common shares of the Company (unless the person is registering as a proxyholder); and**
- (c) an email address and/or telephone number at which a Company representative may contact such Shareholder or proxyholder in order to provide the teleconference number, Meeting ID and passcode, or request additional information, as necessary.**

The teleconference number will be provided only to Shareholders and proxyholders who are eligible to attend the Meeting and who complete the advance registration process provided above.

The Meeting is to be held for the following purposes:

1. to table the audited financial statements of the Company for the financial year ended December 31, 2020, together with the auditor's report thereon, and the related management's discussion and analysis;
2. to fix the number of directors at six;
3. to elect directors for the ensuing year;
4. to appoint Smythe LLP, Chartered Professional Accountants, as the auditor of the Company and to authorize the directors of the Company to fix the remuneration to be paid to the auditor;
5. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution approving the continuation of the Company's 10% "rolling" Share Option Plan, as amended, in the form attached as Schedule "B" to and as more particularly described in the accompanying management information circular; and
6. to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution of disinterested Shareholders approving the adoption of a fixed restricted share unit plan for the Company in the form attached as Schedule "C" to and as more particularly described in the accompanying management information circular.

The accompanying management information circular (the "**Information Circular**") provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. No other matters are contemplated, however, any permitted amendment to or variation of any matter identified in this Notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such further and other business as may properly come before the Meeting or any adjournment or postponement thereof.

The audited consolidated financial statements for the year ended December 31, 2020, including the report of the auditor thereon, and the related management discussion and analysis will be made available at the Meeting and are available under the Company's profile on SEDAR at www.sedar.com.

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

Non-registered Shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy or voting instruction form to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account, you are a non-registered Shareholder.

DATED at Vancouver, British Columbia, this 1st day of September, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Michael Robinson
Michael Robinson
Chief Executive Officer



MANAGEMENT INFORMATION CIRCULAR

As at September 1, 2021
(except as otherwise indicated)

SECTION 1 - INTRODUCTION

This management information circular (the “**Information Circular**”) accompanies the notice of annual general and special meeting (the “**Notice**”) and is furnished to shareholders (the “**Shareholders**”) holding Class A common shares without par value (the “**Shares**”) in the capital of Ynvisible Interactive Inc. (the “**Company**”) in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the Shareholders to be held at **11:00 a.m. (Pacific Time)**, on **Wednesday, October 20, 2021**, at **Suite 830, 1100 Melville Street, Vancouver, British Columbia, Canada, V6E 4A6**, or at any adjournment thereof.

DATE AND CURRENCY

The date of this Information Circular is September 1, 2021. Unless otherwise stated, all amounts herein are in Canadian dollars.

COVID-19 PANDEMIC

IN VIEW OF THE CURRENT AND RAPIDLY EVOLVING COVID-19 PANDEMIC, THE COMPANY REQUESTS THAT, IF POSSIBLE, ALL SHAREHOLDERS VOTE THEIR SHARES BY PROXY AND AVOID ATTENDING THE MEETING IN PERSON, HOWEVER, IF YOU CHOOSE TO ATTEND THE MEETING IN PERSON, SHAREHOLDERS ARE ASKED TO FOLLOW THE INSTRUCTIONS OF THE PUBLIC HEALTH AGENCY OF CANADA (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>).

THE COMPANY RESPECTFULLY REQUESTS SHAREHOLDERS NOT ATTEND THE MEETING IN PERSON IF EXPERIENCING ANY OF THE DESCRIBED COVID-19 SYMPTOMS OF FEVER, COUGH OR DIFFICULTY BREATHING, OR IF THEY HAVE BEEN EXPOSED TO ANYONE EXHIBITING COVID-19 SYMPTOMS WITHIN THE LAST 14 DAYS.

THE COMPANY 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 PANDEMIC INCLUDING, IF CONSIDERED NECESSARY OR ADVISABLE, HOSTING THE MEETING SOLELY BY MEANS OF REMOTE COMMUNICATION, PLACING RESTRICTIONS ON IN-PERSON ATTENDANCE, OR POSTPONING OR ADJOURNING THE MEETING.

SECTION 2 - PROXIES AND VOTING RIGHTS

MANAGEMENT SOLICITATION

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining from their principals' authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out-of-pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

APPOINTMENT OF PROXYHOLDERS

The individuals named in the accompanying form of proxy (the "**Proxy**") as proxyholders are directors and/or officers of the Company (the "**Designated Persons**").

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING, OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY.

TO EXERCISE THE RIGHT, THE SHAREHOLDER MAY DO SO BY STRIKING OUT THE PRINTED NAMES AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE'S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER'S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

VOTING BY PROXYHOLDER

The persons named in the Proxy will vote or withhold from voting the 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 Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

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

IN RESPECT OF A MATTER FOR WHICH A CHOICE IS NOT SPECIFIED IN THE PROXY, THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY FOR THE APPROVAL OF SUCH MATTER.

REGISTERED SHAREHOLDERS

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

- (a) complete, date and sign the Proxy and return it to the Company's transfer agent, Computershare Investor Services Inc. ("**Computershare**"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 8th Floor, 100 University Avenue, Toronto, Ontario, Canada, M5J 2Y1 or by hand delivery at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9 or by hand delivery at any Computershare office in Canada;
- (b) use a touch-tone phone to transmit voting choices to a toll-free number. Registered Shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll-free number, the holder's account number and the control number; or
- (c) use the internet through the website of the Company's transfer agent at www.investorvote.com. Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the control number.

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

NON-REGISTERED SHAREHOLDERS (BENEFICIAL SHAREHOLDERS)

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

If Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Shares will NOT be registered in the Shareholder's name on the records of the Company. Such Shares will likely be registered under the name of the Shareholder's broker or an agent of that broker (an "**intermediary**"). In Canada, the vast majority of such Shares are registered under the name of CDS & Co., the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms, and in the United States, under the name of Cede & Co. as nominee for The Depository Trust Company, which acts as depository for many U.S. brokerage firms and custodian banks.

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

There are two types of beneficial Shareholders: (i) those who object to their identity being made known to the issuers of securities which they own ("**Objecting Beneficial Owners**" or "**OBOs**"), and (ii) those

who do not object to their identity being made known to the issuers of securities which they own (“**Non-Objecting Beneficial Owners**” or “**NOBOs**”).

Subject to the provisions of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company is sending proxy-related Meeting materials directly to both Registered Shareholders and NOBOs. If you are a NOBO, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Shares on your behalf.

To vote, Registered Shareholders and Beneficial Shareholders who are NOBOs should follow the instructions on the proxy form or voting instruction form (“**VIF**”), as applicable, provided to you.

Beneficial Shareholders, who are OBOs, should follow the instructions of their Intermediary carefully to ensure that their Shares are voted at the Meeting. The VIF supplied to you by your Intermediary will be similar to the proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Shares on your behalf. **If you receive a VIF from your Intermediary, the VIF must be completed and returned in accordance with the instructions on the VIF, by the deposit date shown on the VIF, in order to have your Shares voted at the Meeting and to vote your Shares at the Meeting.**

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

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

REVOCAION OF PROXIES

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

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder’s authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare or to the address of the Company at Suite 830, 1100 Melville Street, Vancouver, British Columbia, Canada, V6E 4A6, 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.

SECTION 3 - VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

VOTING OF COMMON SHARES

The Company is authorized to issue an unlimited number of (i) Class A common shares (“**Shares**”); and (ii) Class B non-voting convertible common shares without par value, convertible to Shares on a 1 for 1 basis. As at the record date, determined by the board of directors of the Company (the “**Board**”) to be the close of business on **September 1, 2021** (the “**Record Date**”), a total of **124,666,915** Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting. There were no Class B common shares issued and outstanding as at the Record Date.

No group of shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Shares.

Only registered Shareholders as at the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment thereof.

PRINCIPAL HOLDERS OF COMMON SHARES

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to all outstanding Shares as at the Record Date.

QUORUM

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

SECTION 4 – BUSINESS OF THE MEETING

MANAGEMENT OF THE COMPANY KNOWS OF NO OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THOSE REFERRED TO IN THE NOTICE OF MEETING. HOWEVER, IF ANY OTHER MATTERS THAT ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, THE ACCOMPANYING FORM OF PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE ON SUCH MATTERS IN ACCORDANCE WITH THEIR BEST JUDGEMENT.

Additional details regarding each of the matters to be acted upon at the Meeting are set forth below.

1. FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial year ended December 31, 2020, together with the auditor’s report thereon, and the related management’s discussion and analysis (collectively, the “**Financial Statements**”), will be presented to Shareholders at the Meeting.

Copies of these documents will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Company, P.O. Box 43, Suite 830, 1100 Melville Street, Vancouver, British Columbia, Canada, V6E 4A6 or via email to ir@ynvisible.com. These documents are also available under the Company’s profile on SEDAR at www.sedar.com.

Management will review the Company's financial results at the Meeting and Shareholders and proxyholders will be given an opportunity to discuss these results with management. **No approval or other action needs to be taken at the Meeting in respect of the Financial Statements.**

2. ELECTION OF DIRECTORS

Number of Directors

The directors of the Company are elected at each annual meeting and hold office until the next annual meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier death, resignation or removal.

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at **six**. The number of directors will be approved if the majority of Shares present or represented by proxy at the Meeting and entitled to vote are voted in favour of fixing the number of directors at **six**.

Management recommends Shareholders vote in favour of the resolution fixing the number of directors at six. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the resolution fixing the number of directors at six.

Advance Notice Provisions

The Articles of the Company include advance notice provisions, which require advance notice to the Company in circumstances where nominations of persons for election to the Board are made by Shareholders (the "**Advance Notice Provisions**"). The Advance Notice Provisions set a deadline by which shareholders must submit nominations (a "**Notice**") for the election of directors to the Company prior to any annual or special meeting of shareholders. The Advance Notice Provisions also set forth the information that a shareholder must include in the Notice to the Company and establish the form in which the shareholder must submit the Notice for that notice to be in proper written form.

In the case of an annual meeting of shareholders, a Notice must be provided to the Company not less than 30 days and not more than 65 days prior to the date of the annual meeting. However, in the event that the annual meeting is to be held on a date that is less than 40 days after the date on which the first public announcement of the date of the annual meeting was made, a Notice must be provided to the Company not later than the close of business on the 10th day following such public announcement. The Advance Notice Provisions are available for viewing in the Articles of the Company available online under the Company's profile on SEDAR at www.sedar.com.

As at the date of this Information Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Provisions and, as such, management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

Nominees for Election

Management of the Company proposes to nominate the persons named in the table below for election by the Shareholders as directors of the Company. All of the nominees are current members of the Board and each has agreed to stand for election. Management of the Company does not contemplate that any of the nominees will be unable to serve as a director.

The following disclosure sets out the names of management's six nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director

nominees, the period of time during which each has been a director of the Company and the number of Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the Record Date:

Name and Province/ Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years	Periods During Which Nominee Has Served as a Director	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly ⁽¹⁾
Ramin Heydarpour ^{(2) (3) (4)} California, USA	See “ Director Biographies ” below	December 1, 2020 - present	Nil
Chairman of Board			
Jani-Mikael Kuusisto ^{(2) (4) (5)} Tampere, Finland	Commercialization Specialist, VTT Technical Research Centre Finland (February 2021 – December 2021); CEO of the Company (January 2018 - January 2021); Director, PrintoCent (February 2018 – March 2019)	January 19, 2018 - present	629,405
SVP - Ventures and Director	President, Chief Executive Officer and Director, Redonda Management (1994 – present); Chief Financial Officer and Director, Universal Copper (May 2017 – present); Chief Financial Officer and Director, Global Cannabis Applications Corp. (May 2015 – present); Director, Silver Sands Resource Corp. (January 2018 – present); Chief Financial Officer and Director, Treviso Capital Corp. (April 2021 – present); Chief Financial Officer and Director, K9 Gold Corp. (May 2015 – February 2021); Director, Gratomic Inc. (March 2020 – May 2021); Director, Enthusiast Gaming Holdings Inc. (December 2018 – August 2019); Chief Financial Officer, Fandom Sports Media Corp. (September 2015 – December 2018)	March 1, 2006 - present	55,837
Alexander Helmel ⁽⁶⁾ British Columbia, Canada	Independent Management Consultant and Independent Corporate Director.	May 25, 2018 - present	20,000
Benjamin Leboe ^{(3) (6)} British Columbia, Canada	Director, Austin Gold Inc. (September 2020 – present); Director, Nevada Exploration Inc. (August 2015 – present); Chief Financial Officer and Director, Everest Biopharma International Inc. (June 2017 – April 2020); Director, URZX Energy Corp. (February 2017 – July 2018)	September 16, 2020 - present	1,801,472
Inês Henriques ^{(3) (4) (5) (6)} Lisbon, Portugal	Chief Operating Officer of the Company (January 2018 – September 2020); Chief Executive Officer, YD Ynvisible, S.A. (October 2010 – January 2018)	May 25, 2018 - November 21, 2019	
Director			

Name and Province/ Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years	Periods During Which Nominee Has Served as a Director	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly ⁽¹⁾
Alex Langer ^{(2) (5)} British Columbia, Canada Director	Chief Executive Officer, Andros Capital Corp. (2012 – present); President and Chief Executive Officer, Sierra Madre Gold and Silver Ltd. (2017 – present); Director, Reyna Silver Corp. (2018 – present); Director, Seashore Resource Partners Corp. (2018 – present); Founder and VP Capital Markets, Millennial Lithium Corp. (2016 – present); Founder and VP Capital Markets, Prime Mining Corp. (2019 – 2020)	June 3, 2021 - present	Nil
See “ Director Biographies ” below			

NOTES:

- (1) The information in the table above as to principal occupation, business or employment of director nominees, and number of shares beneficially owned, or controlled or directed, directly or indirectly, is not within the knowledge of management of the Company and has been furnished by the respective nominees.
- (2) Member of the Corporate Governance Committee
- (3) Member of the Compensation Committee
- (4) Member of the Investment Committee
- (5) Member of Disclosure and Investor Relations Committee
- (6) Member of the Audit Committee

Biographies of Directors Appointed Since Previous Meeting of Shareholders

Ramin Heydarpour – Director (Chairman of Board)

Ramin Heydarpour is the Founder and Managing Partner of FLEX R&D, an engineering consulting firm that specializes in product development for Packaging, Flexible Electronics, Brand Identification and Decoration. He has over 25 years’ experience in Research and Development at large multinational companies and has a track record of inventing and developing new products in a broad range of applications including liquid packaging, RFID tags, and heat transfer labels. He has 22 granted patents. For the last two years Ramin has focused on delivering results for FLEX R&D’s current clients in packaging and flexible electronics. He is also building a formal network of subject matter experts and technology partners in the field of roll-to-roll product and process development. He was previously Global Vice President with Avery Dennison, where he led development of innovative products in the areas of food packaging, brand identification, and at office and consumer levels.

Alex Langer – Director

Alex Langer is a successful public markets specialist with over eighteen years of experience in all aspects of equity financing. He started his career with Canaccord Genuity Corp. as an Investment Advisor, where he helped fund over 100 private and publicly listed companies in various sectors including technology, mining, healthcare, forestry, and green technology. Mr. Langer has served as a director and/ or officer for numerous private and CSE and TSX-V-listed companies.

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

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

To the knowledge of the management of the Company, no proposed nominee for election as a director of the Company:

- (a) is, at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) 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 a period of more than 30 consecutive days (an “**Order**”) that was issued while the proposed director was acting in the capacity as a 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, at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets,
- (c) has, within the 10 years before the date of this Information 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, or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

A Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. Management recommends Shareholders vote in favour of the election of each of the nominees listed above for election as directors of the Company for the ensuing year. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the nominees.

3. APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to vote for the appointment of Smythe LLP, Chartered Professional Accountants, located at Suite 1700, 475 Howe Street, Vancouver, British Columbia, Canada, V6C 2B3, as auditor of the Company to hold office until the next annual meeting of Shareholders, or until a successor is appointed, and to authorize the directors of the Company to fix the remuneration of the auditor.

Management recommends Shareholders vote in favour of the appointment of Smythe LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and authorize the Board to fix the remuneration of the auditor. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the appointment of Smythe LLP, Chartered Professional Accountants, as the auditor of the Company until the close of its next annual meeting and to authorize the Board to fix the remuneration to be paid to the auditor.

4. SHARE OPTION PLAN

The Company has established a stock option plan under which directors, officers, employees and consultants of the Company may be granted stock options to acquire Shares. TSX Venture Exchange (the “**Exchange**”) policies respecting the granting of stock options requires that all companies listed on the Exchange implement a stock option plan and that any “rolling” stock option plan must receive Shareholder approval on an annual basis.

The stock option plan of the Company is a “rolling” stock option plan, whereby the aggregate number of Shares reserved for issuance shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted. This stock option plan was last approved by Shareholders at the Company’s Annual General and Special Meeting of Shareholders held September 16, 2020.

The Board is seeking Shareholder approval of the Company’s stock option plan, including certain amendments therein. At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, an ordinary resolution (the “**Share Option Plan Resolution**”) approving, ratifying, and confirming the Company’s stock option plan, as amended (the “**Share Option Plan**”).

At the recommendation of the Exchange, the Company has included the following additional terms in the Share Option Plan to comply with Policy 4.4 *Incentive Stock Options* in the Exchange's corporate finance manual:

- (a) amendments to the terms of the Share Option Plan are permitted, in certain instances, without acceptance by the Exchange, provided the Company issues a news release outlining the terms of the amendment; and
- (b) a news release is required when options are granted to Insiders and Investor Relations service providers.

Capitalized terms used but not defined in this section of the Information Circular shall have the meanings ascribed thereto in the Share Option Plan.

The Share Option Plan is consistent with the requirements of the Exchange and provides as follows:

Maximum Stock Option Plan Shares

The maximum aggregate number of Shares that may be reserved for issuance under the Share Option Plan at any point in time is 10% of the issued and outstanding Shares at the time Shares are reserved for issuance as a result of the grant of an Option, less any Shares reserved for issuance under all other Share Compensation Arrangements.

Eligibility

Options to purchase Shares may be granted hereunder to Service Providers of the Company, or its affiliates, from time to time by the Board.

Limitations on Issue

The following restrictions on issuances of Options are applicable under the Share Option Plan:

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

Powers of the Board

The Board will be responsible for the general administration of the Share Option Plan and the proper execution of its provisions, the interpretation of the Share Option Plan and the determination of all questions arising hereunder. The Board has the power, among other matters, to grant Options and allot Shares for issuance in connection with the exercise of Options.

Option Commitment

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

Exercise Price

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

Manner of Exercise

An Optionee who wishes to exercise his Option may do so by delivering (a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option and (b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount.

Term of Option

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

Blackout Period

Should the Expiry Date for an Option fall within a Blackout Period, or within nine Business Days following the expiration of a Blackout Period, such Expiry Date shall, subject to approval of the Exchange, be automatically extended to that day which is the 10th Business Day after the end of the Blackout Period.

Vesting of Options

Vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Share Option Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately.

Vesting of Options will generally be subject to:

- (a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or
- (b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

However, Options granted to Consultants performing Investor Relations Activities will vest:

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

Optionee Ceasing to be Director, Employee or Service Provider

Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:

- (a) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;

- (b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and
- (c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

Options Not Exercised

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

Adjustment of the Number of Optioned Shares

The number of Shares subject to Options will be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Company.

Non-Assignable

All Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

Amendments Requiring Disinterested Shareholder Approval

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

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

The above summary is qualified by the full text of the Share Option Plan, which will be available at the Meeting for review by Shareholders and is also attached hereto as Schedule “B”.

The Share Option Plan, including the recommended amendments incorporated therein, was approved by the Board on September 1, 2021, and must be approved by Shareholders at the Meeting and, subsequently, by the Exchange. Exchange approval is subject to, among other things, confirmation and approval by the Shareholders and satisfying the requirements of the Exchange, including filing of the applicable documentation.

Shareholder Approval

The text of the Share Option Plan Resolution to be submitted to Shareholders at the Meeting is set forth below:

“BE IT RESOLVED AS AN ORDINARY RESOLUTION OF SHAREHOLDERS THAT:

1. The Share Option Plan, substantially in the form attached as Schedule “B” to the Management Information Circular of the Company dated September 1, 2021, be and is hereby approved, authorized, ratified and confirmed, as the stock option plan of the Company until such time as further ratification is required pursuant to the rules of the TSX Venture Exchange (“**Exchange**”) or other applicable regulatory requirements.
2. The board of directors of the Company be and is authorized in its absolute discretion to administer the Share Option Plan and amend or modify the Share Option Plan in accordance with its terms and conditions and with the policies of the Exchange; and
3. Any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Share Option Plan required by the Exchange or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Share Option Plan.”

To be approved, the Share Option Plan Resolution must be passed by a majority of the votes cast at the Meeting in person or by proxy.

Management of the Corporation has reviewed the proposed resolution, concluded that it is fair and reasonable to the Shareholders and in the best interest of the Corporation, and recommends Shareholders vote in favour of approving, ratifying and confirming the Share Option Plan. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the Share Option Plan Resolution.

5. APPROVAL OF FIXED RESTRICTED SHARE UNIT PLAN

On August 26, 2021, the Board approved and ratified the adoption by the Company of a restricted share unit plan (the “**RSU Plan**”), subject to approval by Shareholders at the Meeting and subsequent Exchange approval.

The RSU Plan was designed to provide certain Directors, Employees, and Consultants of the Company and its Related Entities (as such terms are defined in the RSU Plan) (“**Eligible Persons**”) with the opportunity to acquire Restricted Share Units (“**RSUs**”) of the Company. The award of RSUs enables such Eligible Persons to participate in the long-term success of the Company and promotes a greater alignment of their interests with the interests of the Shareholders.

RSU means a unit equivalent in value to a Share, credited by means of a bookkeeping entry on the books of the Company to the account of an Eligible Person (once awarded an RSU, a “**Participant**”) maintained by the Company.

The RSU Plan allows the Company to grant RSUs, under and subject to the terms and conditions of the RSU Plan, which may be exercised to purchase up to a maximum of 12,466,691 Shares, being approximately 10% of the issued and outstanding common shares of the Company as at August 26, 2021.

The following summary is qualified by the full text of the RSU Plan, which will be available at the Meeting for review by Shareholders and is also attached hereto as Schedule “C”. **Capitalized terms used but not defined in this section of the Information Circular shall have the meanings ascribed thereto in the RSU Plan.**

Administration

The RSU Plan provides that RSUs may be granted by the Board or, where applicable, the Compensation Committee of the Board, or such other committee or any sub-delegate thereof, which administers the RSU Plan (the “**Committee**”), to Eligible Persons as a discretionary payment. The Committee determines Performance Criteria and vesting schedules, if any, and makes all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the RSU Plan.

Eligible Persons

All bona fide directors, officers, employees and consultants of the Company and its Related Entities are eligible to participate in the RSU Plan, but actual participation of any Eligible Person is at the discretion of the Committee or the Board. It shall be the responsibility of the Company and the Eligible Person to ensure that such Eligible Person is a bona fide Eligible Person. Notwithstanding any other provision of the RSU Plan, Consultants of the Company and its Related Entities retained to provide Investor Relations Activities (as defined in the policies of the Exchange) are not eligible to participate in the RSU Plan.

The Company reserves the right to restrict eligibility or otherwise limit the number of Eligible Persons eligible for participation in the RSU Plan at any time. Eligibility to participate in the RSU Plan does not confer upon any Eligible Person a right to receive an award of RSUs pursuant to the RSU Plan.

Awards of RSUs

RSUs awarded at the discretion of the Committee shall be credited to an Account maintained for each Participant on the books of the Company as of the Award Date. The number of RSUs to be credited to each Participant’s Account in respect of a fiscal year shall be determined by dividing: (a) the dollar amount of the portion of the Participant’s compensation which the Committee, in its sole discretion, determines to be paid as RSUs, by (b) the Fair Market Value per Common Share on the Award Date. Any fractional RSUs resulting from such calculations shall be rounded to the nearest whole number.

Vesting Period and RSU Term

Each Award will vest on the dates and/or the satisfaction of the Performance Criteria specified by the Committee on the Award Date and reflected in the Award Notice. The RSU Term shall be determined by the Committee on the Award Date and reflected in the Award Notice and shall not exceed ten years from the Award Date. Each RSU outstanding and all rights thereunder shall expire at the Expiry Time but shall be subject to earlier termination in the event of resignation, termination, or death of a Participant.

Award Notice

Each Award will be evidenced by an Award Notice to the Participant containing details of and terms and conditions relating to the Award, all as prescribed by the Committee and in accordance with the RSU Plan. Each Award will vest on the dates and/or the satisfaction of the Performance Criteria specified by the Committee on the date of the Award and reflected in the Award Notice.

If the Expiry Date for an RSU falls within any Blackout Period or within ten business days following the end of any Blackout Period, then the expiration of such Restricted RSUs shall be extended to the date that is ten business days following the end of such Blackout Period.

Credits for Dividends

A Participant's Account shall be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on Shares. The number of additional RSUs to be credited to a Participant's Account shall be computed by dividing: (a) the dividends that would have been paid to such Participant if each RSU in the Participant's Account on the relevant dividend record date had been one Common Share, by (b) the Fair Market Value of the Common Shares determined as of the date of payment of such dividend. The Company is not obligated to pay dividends on Shares.

Shares Reserved

The maximum number of Shares which may be reserved for issuance under the RSU Plan at any time shall be 12,466,691 Shares, subject to adjustment as shown below.

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

Adjustment to RSUs

The RSU Plan also contains provisions with respect to adjustments to RSUs. In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Company or other distribution of the Company's assets to shareholders, the Committee may choose to adjust the Account of each Participant and the RSUs outstanding under the RSU Plan in such manner, if any, as the Committee may in its discretion deem appropriate to preserve the Account of each Participant and the RSUs outstanding under the RSU Plan shall be adjusted in such manner, if any, as the Committee may in its discretion deem appropriate to preserve, proportionally, the interests of Participants under the RSU Plan.

Limits on Issuances

Unless approved by the disinterested Shareholders or other requirements of applicable policies of the Exchange:

- (a) the aggregate number of Shares reserved for issuance under the RSU Plan, together with any other Security Based Compensation Arrangements, for Insiders (as a group) at any point in time may not exceed 10% of the issued and outstanding Shares from time to time;

- (b) the maximum number of RSUs that may be granted to Insiders (as a group) under the RSU Plan, together with any other Security Based Compensation Arrangements, within a 12-month period, may not exceed 10% of the issued and outstanding Shares, calculated on the date of the Award;
- (c) the maximum number of RSUs that may be granted to any one Eligible Person (and companies wholly owned by that Eligible Person) under the Plan, together with any other Security Based Compensation Arrangements, within a 12-month period, may not exceed 2% of the issued and outstanding Shares, calculated on the Award Date; and
- (d) the maximum number of RSUs that may be granted to any one Eligible Person (and companies wholly owned by that Eligible Person) under the Plan, together with any other Security Based Compensation Arrangements, at the time of grant, may not exceed 1% of the issued and outstanding Shares, calculated on the Award Date.

Resignation, Termination, or Death of Participant

If a Participant's employment or service with the Company or the Related Entity is terminated, whether or not for Cause (as such term is defined in the RSU Plan) or if a Participant resigns from employment or service with the Company or a Related Entity, then (i) any RSUs granted to the Participant under the RSU Plan which have not yet vested or been deemed to be vested, on or before the last date on which the Participant is actively with the Company (the "**Separation Date**") are forfeited and cancelled effective on the Separation Date and shall terminate without payment and shall be of no further force or effect from and after the Separation Date; and (ii) the Participant may, but only within the next 30 days following the Separation Date, deliver a completed Notice of Acquisition to the Company to acquire Shares for previously vested RSUs (if any) and following such 30 day period, any vested RSUs in respect of which the Participant has not delivered a completed Notice of Acquisition to the Company shall be forfeited and cancelled on such 30th day and shall terminate without payment and shall be of no further force or effect from and after such time.

Upon the death of a Participant, any RSUs granted to the Participant under the RSU Plan which, as of the date of the death of a Participant, have not yet vested, shall immediately vest. In addition, upon the death of a Participant, any RSUs granted to the Participant under the RSU Plan shall be forfeited and cancelled on the first-year anniversary of the death of the Participant and shall be terminated without payment and shall be of no further force or effect from and after such time.

Control Change

The RSU Plan contains provisions in the event of a change of control of the Company. In the circumstances where the Company has entered into an agreement relating to, or otherwise becomes aware of, a transaction which, if completed, would result in a Control Change (as such term is defined in the RSU Plan), the Company shall give written notice of the proposed transaction to the Participants, together with a description of the effect of such Control Change on outstanding RSUs. The Committee may, in connection with a Control Change and at its sole option and without the consent of any Participant:

- (a) cause the conversion or exchange of any outstanding RSUs into or for, rights or other securities of substantially equivalent value (or greater value), as determined by the Committee in its discretion, in any entity participating in or resulting from a Control Change;
- (b) accelerate the vesting of any or all outstanding RSUs; or

- (c) determine that a Participant who is no longer an Eligible Person as a result of or in anticipation of a Control Change shall continue to be a Participant and Eligible Person for purposes of the RSU Plan.

If, before the vesting date with respect to any RSUs granted to the Participant under the RSU Plan, the Participant's service as a director ceases or as an Employee of the Company or of a Related Entity is terminated by the Company or the Related Entity (or by the Participant for Good Reason) in circumstances where such cessation or termination occurs (a) subsequent to a Control Change and during the Control Change Period and such cessation or termination was (i) for any reason whatsoever other than death or termination for Cause; or (ii) for Good Reason and the Participant gives notice to the Company to that effect and after thirty days the Company does not cure the act or omission which constitutes Good Reason; or (b) prior to the date on which a Control Change occurs and it is reasonably demonstrated that such termination (i) was at the request of a third party who has taken steps reasonably calculated to effect a Control Change; or (ii) arose in connection with or anticipation of a Control Change, then the Award shall immediately vest on the Separation Date and the Payment Amount shall be equal to the number of Common Shares determined on the Separation Date multiplied by the number of RSUs in the Participant's Account, net of applicable withholding tax.

Amendment or Termination of RSU Plan

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

The above summary is qualified by the full text of the RSU Plan, which will be available at the Meeting for review by Shareholders and is also attached hereto as Schedule "C". The Company has not granted any RSUs on a conditional basis, subject to Shareholder and/or regulatory approvals, or otherwise.

Approval Requirements

Implementation of the RSU Plan is subject to receipt of the requisite approvals of disinterested Shareholders and, subsequently, the Exchange.

The approval of the RSU Plan must be confirmed by a majority of votes cast by disinterested Shareholders voting in person or by proxy at the Meeting. As such, the votes of any persons eligible to receive grants of RSUs, and their affiliates and associates, will not be counted in this resolution and will be excluded from the vote.

Exchange approval is subject to, among other things, RSU Plan approval by Shareholders and satisfying the requirements of the Exchange, including filing of the applicable documentation. The RSU Plan remains subject to the approval of the Exchange and is subject to any modifications as may be required by the rules and policies thereof.

RSU Plan Disinterested Shareholder Resolution

The RSU Plan Disinterested Shareholder Resolution proposed at this Meeting requests the approval of the Company's RSU Plan, including the reservation of 12,466,691 Shares representing a fixed number of Shares. Disinterested shareholders are being asked to approve the following resolution, subject to such amendments, variations or additions as may be approved at the Meeting:

“BE IT RESOLVED AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS THAT:

1. the RSU Plan, in the form attached as Schedule “C” to the Management Information Circular of the Company dated September 1, 2021, be and is hereby approved and adopted as the RSU Plan of the Company and the board of directors of the Company be and is hereby authorized, without further approval of the Shareholders, to make any further amendments to the RSU Plan as may be required by the TSX Venture Exchange;
2. the effective date of the RSU Plan shall be October 20, 2021;
3. subject to all required regulatory approvals, including the approval of the TSX Venture Exchange and Shareholder approval, the RSU Plan be approved, and that the RSU Plan be forthwith adopted and implemented by the Company, with such further deletions, additions and other amendments as are required by any securities regulatory authority or which are not substantive in nature and the Chief Executive Officer of the Company deems necessary or desirable;
4. the Company be and is hereby authorized to reserve for issuance under the RSU Plan a fixed number of 12,466,691 Shares and grant RSUs under and subject to the terms and conditions of the RSU Plan, which may be exercised to purchase up to a maximum of 12,466,691 Shares;
5. the maximum number of Shares issuable to insiders of the Company under security-based compensation arrangements, including the Company’s RSU Plan at any time cannot exceed 10% without disinterested shareholder approval;
6. the Board, the Compensation Committee of the Board (or such other committee the Board may appoint) be and is hereby authorized and directed to execute on behalf of the Company, the form of award notice attached as Appendix A to the RSU Plan, providing for the grant of RSUs to Eligible Persons under the RSU Plan;
7. the Company is hereby authorized to allot and issue as fully paid and non-assessable that number of Shares specified in the award notice of RSUs granted to Eligible Persons and that any two authorized persons of the Company be authorized to execute such treasury order or treasury orders as may be necessary to effect the said issuance of Shares; and
8. any director or officer of the Company be and is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered all such documents and instruments, and to do or cause to be done all such acts and things, as may in the opinion of such director or officer of the Company be necessary or desirable to give effect to this resolution."

Management of the Company has concluded that the adoption of the Fixed Restricted Share Unit Plan is in the best interest of the Company and Shareholders. Accordingly, Management of the Company recommends that Shareholders vote in favour of ratifying, confirming and approving the Company’s Fixed Restricted Share Unit Plan. Unless you provide instructions otherwise, the Designated Persons intend to vote FOR the Fixed Restricted Share Unit Plan Resolution.

SECTION 5 – STATEMENT OF EXECUTIVE COMPENSATION

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:

- (a) **“Company”** means Ynvisible Interactive Inc.;
- (b) **“company”** includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;
- (c) **“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;
- (d) **“named executive officer”** or **“NEO”** means each of the following individuals:
 - (i) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer (**“CEO”**), including an individual performing functions similar to a CEO;
 - (ii) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer (**“CFO”**), including an individual performing functions similar to a CFO;
 - (iii) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year;
 - (iv) 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;
- (e) **“plan”** includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and
- (f) **“underlying securities”** means any securities issuable on conversion, exchange or exercise of compensation securities.

DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

During financial year ended December 31, 2020, based on the definition above, the NEOs of the Company were (a) Jani-Mikael Kuusisto, who served as Chief Executive Officer of the Company from January 19, 2018, until January 20, 2021, and has served as a director since January 19, 2018; and (b) Darren Urquhart, who has served as Chief Financial Officer of the Company since April 26, 2013. Individuals serving as directors of the Company who were not NEOs during the financial year ended December 31, 2020, were Alexander Helm, Inês Henriques, Ramin Heydarpour, Benjamin Leboe, Leif Ljungqvist, Duarte Mineiro and Michael Robinson.

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation, excluding options and 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 director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or a subsidiary of the Company.

Table of Compensation Excluding Compensation Securities							
Name and position	Year Ended December 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Jani-Mikael Kuusisto ⁽¹⁾							
SVP – Ventures and Director; CEO during FY2020	2020	178,785	11,575	Nil	Nil	Nil	190,360
	2019	158,731 ⁽²⁾	Nil	Nil	Nil	Nil	158,731 ⁽²⁾
Darren Urquhart ⁽³⁾							
CFO	2020	30,000	Nil	Nil	Nil	Nil	30,000
	2019	30,000	Nil	Nil	Nil	Nil	30,000
Michael Robinson ⁽⁴⁾							
COO at end of FY2020 and former Director (Appointed CEO January 20, 2021)	2020	53,286 ⁽⁵⁾	Nil	Nil	Nil	Nil	53,286 ⁽⁵⁾
	2019	1,500	Nil	Nil	Nil	Nil	1,500
Inês Henriques ⁽⁶⁾							
Director and former COO	2020	100,809	581	Nil	Nil	Nil	101,390
	2019	97,896 ⁽²⁾	Nil	Nil	Nil	Nil	97,896 ⁽²⁾
Alexander Helm ⁽⁷⁾							
Director, former President, and former CEO	2020	30,000	Nil	Nil	Nil	Nil	30,000
	2019	30,000	Nil	Nil	Nil	Nil	30,000
Ramin Heydarpour ⁽⁸⁾							
Chairman of Board	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	N/A	N/A	N/A	N/A	N/A	N/A
Benjamin Leboe ⁽⁹⁾							
Director	2020	12,000	Nil	Nil	Nil	Nil	12,000
	2019	12,000	Nil	Nil	Nil	Nil	12,000
Duarte Mineiro ⁽¹⁰⁾							
Former Director	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
Leif Ljungqvist ⁽¹¹⁾							
Former Director	2020	51,712	Nil	Nil	Nil	Nil	51,712
	2019	34,624 ⁽¹²⁾	Nil	Nil	Nil	Nil	34,624 ⁽¹²⁾
Martin Burian ⁽¹³⁾							
Former Director	2020	N/A	N/A	N/A	N/A	N/A	N/A
	2019	10,500	Nil	Nil	Nil	Nil	10,500

NOTES:

- (1) Jani-Mikael Kuusisto was appointed SVP – Ventures of the Company on January 20, 2021, and as a director of the Company on January 19, 2018, and he served as Chief Executive Officer of the Company from January 19, 2018, to January 20, 2021.
- (2) Compensation paid in European euro (average exchange rate over period of 1.4856 Canadian dollar per 1 European euro reflected above)
- (3) Darren Urquhart was appointed Chief Financial Officer of the Company on April 26, 2013.

- (4) Michael Robinson was appointed Chief Executive Officer of the Company on January 20, 2021, and he served as Chief Operating Officer of the Company from September 10, 2020, to January 20, 2021, as well as a director of the Company from November 18, 2019, to December 1, 2020.
- (5) Compensation consists of \$45,286 derived from serving as Chief Operating Officer and \$8,000 in director fees.
- (6) Inês Henriques was appointed a director of the Company on September 16, 2020, served as Chief Operating Officer of the Company from January 19, 2018, to September 10, 2020, and previously served as a director from May 25, 2018 to November 21, 2019.
- (7) Alexander Helmel was appointed a director of the Company on March 1, 2006.
- (8) Ramin Heydarpour was appointed a director of the Company on December 1, 2020.
- (9) Benjamin Leboe was appointed a director of the Company on May 25, 2018.
- (10) Duarte Mineiro served as a director of the Company from January 19, 2018, to June 3, 2021.
- (11) Leif Ljungqvist served as a director of the Company from November 14, 2019, to February 1, 2021.
- (12) Compensation includes Board fees and consulting fees (exchange rate reflected above is as at December 31, 2019: 0.1394 Canadian dollar per 1 Swedish krona)
- (13) Martin Burian served as a director of the Company from January 19, 2018, to November 21, 2019.

STOCK OPTIONS AND OTHER COMPENSATION SECURITIES

The following table sets out all compensation securities granted or issued to each NEO and director by the Company or one of its subsidiaries during the financial year ended December 31, 2020, for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Compensation Securities							
Name and position	Type of compensation security ^{(1) (2)}	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end ⁽³⁾ (\$)	Expiry Date
Michael Robinson COO at end of FY2020 and former Director (Appointed CEO January 20, 2021)	Stock Options	150,000 (2.65%) (underlying securities: 150,000 common shares (0.18%))	September 9, 2020	\$0.24	\$0.24	\$0.70	September 9, 2025
Ramin Heydarpour Chairman of Board	Stock Options	100,000 (1.77%) (underlying securities: 100,000 common shares (0.12%))	November 11, 2020	\$0.285	\$0.285	\$0.70	November 11, 2025

NOTES:

- (1) All options vest 1/3 at four months, eight months, and 12 months from date of grant.
- (2) As at December 31, 2020, the total amount of compensation securities and underlying securities held by each NEO or director was as follows:
 - (a) Jani-Mikael Kuusisto held an aggregate of 450,000 stock options (450,000 underlying common shares) each exercisable at \$0.30 until January 19, 2023, and 150,000 stock options (150,000 underlying common shares) each exercisable at \$0.37 until May 1, 2024.
 - (b) Darren Urquhart held an aggregate of 50,000 stock options (50,000 underlying common shares) each exercisable at \$0.37 until May 1, 2024.
 - (c) Michael Robinson, in addition to the options disclosed in the table, held an aggregate of 100,000 stock options (100,000 underlying common shares) each exercisable at \$0.20 until December 18, 2024.
 - (d) Inês Henriques held an aggregate of 300,000 stock options (300,000 underlying common shares) each exercisable at \$0.30 until January 19, 2023, and 150,000 stock options (150,000 underlying common shares) each exercisable at \$0.37 until May 1, 2024.
 - (e) Alexander Helmel held an aggregate of 100,000 stock options (100,000 underlying common shares) each exercisable at \$0.37 until May 1, 2024.
 - (f) Benjamin Leboe held an aggregate of 100,000 stock options (100,000 underlying common shares) each exercisable at \$0.30 until May 23, 2023, and 100,000 stock options (100,000 underlying common shares) each exercisable at \$0.37 until May 1, 2024.
 - (g) Leif Ljungqvist held an aggregate of 100,000 stock options (100,000 underlying common shares) each exercisable at \$0.30 until October 2, 2024.
- (3) Closing price of the Company's common shares as at December 31, 2020.

EXERCISE OF COMPENSATION SECURITIES BY DIRECTORS AND NEOS

The following table sets forth exercises of compensation securities by any NEO and director of the Company during the financial year ended December 31, 2020:

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 per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Darren Urquhart CFO	Stock Options	100,000	0.30	December 15, 2020	0.78	0.48	48,000
Alex Helmel Director	Stock Options	200,000	0.30	December 15, 2020	0.78	0.48	96,000

Stock Option Plans and Other Incentive Plans

10% “rolling” Share Option Plan (Option-Based Awards)

The Company has in place a 10% “rolling” share option plan, initially adopted April 12, 2018, and amended September 1, 2021, (the “**Share Option Plan**”), wherein an aggregate of 10% of the issued and outstanding Shares at the time an option is granted, less any outstanding options, are available for issuance to eligible optionees. The Share Option Plan was established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. Stock option grants are proposed to the Board based on such criteria as performance, previous grants, and hiring incentives. All grants require approval of the Board. The Share Option Plan is administered by the Board and provides that options will be issued to directors, officers, employees or consultants of the Company or a subsidiary of the Company.

The Share Option Plan is a 10% maximum rolling plan. Options granted under the Share Option Plan are not exercisable for a period longer than 10 years and the exercise price must be paid in full upon exercise of the option.

The Share Option Plan is subject to the following limitations:

- (a) The Company must not grant an option to any one individual director, officer, employee, management company employee, consultant or company consultant (the “**Service Provider**”) in any 12-month period that exceeds 5% of the outstanding Shares, unless the Company has obtained approval to do so by a majority of the votes cast by the shareholders of the Company eligible to vote at a shareholders’ meeting, excluding votes attaching to Shares beneficially owned by insiders and their associates (“**Disinterested Shareholder Approval**”);
- (b) The aggregate number of options granted to all Service Providers conducting investor relations activities in any 12-month period must not exceed 2% of the outstanding Shares calculated at the date of the grant, without the prior consent of the Exchange; and
- (c) The Company must not grant an option to any one individual consultant in any 12-month period that exceeds 2% of the outstanding Shares calculated at the date of the grant of the option, without the prior consent of the Exchange.

In addition, the Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

- (a) the Share Option Plan, together with all of the Company's other share compensation arrangements, could result at any time in:
 - (i) the aggregate number of Shares reserved for issuance under options granted to insiders exceeding 10% of the outstanding Shares in the event that the Share Option Plan is amended to reserve for issuance more than 10% of the outstanding Shares;
 - (ii) the number of optioned Shares issued to insiders within a one-year period exceeding 10% of the outstanding Shares in the event that the Share Option Plan is amended to reserve for issuance more than 10% of the outstanding Shares; or,
 - (iii) the issuance to any one optionee, within a 12-month period, of a number of Shares exceeding 5% of the outstanding Shares; or
- (b) any reduction in the exercise price of an option previously granted to an insider.

Material Terms to the Share Option Plan

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

- (a) Persons who are Service Providers to the Company or its affiliates, or who are providing services to the Company or its affiliates, are eligible to receive grants of options under the Share Option Plan;
- (b) Options granted under the Share Option Plan are non-assignable and non-transferable and are issuable for a period of up to ten (10) years;
- (c) For options granted to Service Providers, the Company must ensure that the proposed optionee is a bona fide Service Provider of the Company or its affiliates;
- (d) If there is a takeover bid for all or any of the issued and outstanding Shares, then all outstanding options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall become exercisable in full to enable the optioned shares to be issued and tendered to such bid, subject to prior written approval of the Exchange;
- (e) An option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the optionee at any time prior to expiry of the option), after the date the optionee ceases to be employed by or provide services to the Company, and only to the extent that such option was vested at the date the optionee ceased to be so employed by or to provide services to the Company;
- (f) If an optionee dies, any vested option held by him at the date of death will become exercisable by the optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such optionee and the date of expiration of the term otherwise applicable to such option;

- (g) In the case of an optionee being dismissed from employment or service for cause, such optionee's options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same;
- (h) The exercise price of each option will be set by the Board at the time such option is allocated under the Share Option Plan, and cannot be less than the Discounted Market Price (as defined in the Share Option Plan);
- (i) Vesting of options shall be at the discretion of the Board, and will generally be subject to:
 - (i) The Service Provider remaining employed by or continuing to provide services to the Company or any of its affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its affiliates during the vesting period; or
 - (ii) The Service Provider remaining as a Director of the Company or any of its affiliates during the vesting period; however,
 - (iii) Options granted to persons engaged in investor relations activities for the Company will vest over a period of not less than 12 months as to 25% on the date that is three months from the date of grant, and a further 25% on each successive date that is three months from the date of the previous vesting, or such longer vesting period as the Board may determine.
- (j) The Share Option Plan contains a blackout provision whereby if the expiry date of an option fall within a blackout period, or within nine business days following the expiration of a blackout period, such expiry date shall, subject to approval of the Exchange, be automatically extended to that day which is the 10th business day after the end of the blackout period.
- (k) An Exchange Hold Period will apply from the date of grant for all options granted to:
 - (a) insiders of the Company; or
 - (b) Where options are granted to any Service Provider, including insiders, where the exercise price is at a discount to the market price.

Amendments to the Share Option Plan

At the recommendation of the Exchange, effective September 1, 2021, the Company included the following additional terms in the Share Option Plan to comply with Policy 4.4 *Incentive Stock Options* in the Exchange's corporate finance manual:

- (a) amendments to the terms of the Share Option Plan are permitted, in certain instances, without acceptance by the Exchange, provided the Company issues a news release outlining the terms of the amendment; and
- (b) a news release is required when options are granted to Insiders and Investor Relations service providers.

The full text of the Share Option Plan is attached as Schedule "B" to this Information Circular and will also be available at the Meeting for review by Shareholders.

Employment, Consulting and Management Agreements

Except as disclosed herein, the Company did not have any employment, consulting or management agreements or any formal arrangements with the Company's current NEOs or directors regarding compensation during the financial year ended December 31, 2020, in respect of services provided to the Company or subsidiaries thereof.

Employment Agreement with Michael Robinson

YD Ynvisible, S.A., a subsidiary of the Company, entered into an employment agreement with Michael Robinson dated September 1, 2020, whereby Michael Robinson agreed to act as Chief Operating Officer of the Company in return for a gross annual salary of 88,079€ (equivalent to \$45,286 using average exchange rate over period of 1.5425 Canadian dollar per 1 Euro), with a provision calling for six months severance pay in the event of termination of his employment by the Company.

Employment Agreement with Jani-Mikael Kuusisto

YD Ynvisible, S.A., a subsidiary of the Company, entered into an employment agreement with Jani-Mikael Kuusisto dated August 12, 2016, whereby Jani-Mikael Kuusisto agreed to act as General Manager and, effective January 19, 2018, as CEO of the Company in return for a gross annual salary of 106,846€ (equivalent to \$158,731 using average exchange rate over FY2019 period of 1.4856 Canadian dollar per 1 Euro), with a provision calling for six months severance pay in the event of termination of his employment by the Company. From January 19, 2018, to January 20, 2021, Mr. Kuusisto remained in the position of CEO of the Company although during this time, on February 1, 2020, his employment agreement was transferred to Ynvisible Production AB, a subsidiary of the Company, at a gross annual (base) salary of 114,000€ (equivalent to \$178,785 using average exchange rate over FY2020 period of 1.5683 Canadian dollar per 1 Euro), retaining the provision calling for six months severance pay in the event of termination of his employment by the Company.

Employment Agreement with Inês Henriques

YD Ynvisible, S.A., a subsidiary of the Company, entered into an employment agreement with Inês Henriques dated October 1, 2010 (first signed by YDreams on March 6, 2007, and then transferred to YD Ynvisible, S.A. on October 1, 2010) whereby Inês Henriques agreed to act as Chief Executive Officer and, as of January 19, 2018, Chief Operating Officer of the Company in return for a gross annual salary of 65,896€ (equivalent to \$97,896 using average exchange rate over period of 1.4856 Canadian dollar per 1 European euro), with the termination clauses established by Portuguese Labour Law. Ms. Henriques continued to serve as Chief Operating Officer until September 10, 2020, just prior to resuming her position on the Board.

Termination and Change of Control Benefits

Except as disclosed above, during the financial year ended December 31, 2020, the Company did not have any contract, agreement, plan or arrangement that provides for payment to any NEOs, executive officers or directors at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO's, executive officer's or director's responsibilities.

Oversight and Description of Director and NEO Compensation

Executive compensation is set to attract and retain the best available talent while efficiently utilizing available resources. The Company compensates executive management with a package typically including a base salary ("**Base Salary**"), an incentive compensation plan ("**Incentive Compensation**")

and equity compensation (the “**Equity Compensation**”) designed to be competitive with comparable employers. In considering executive management’s compensation, the Board takes into consideration the financial condition of the Company. The Base Salary is set in comparison to the comparable positions in the market and in the industry, the Incentive Compensation is used as a short-term incentive to achieve Company objectives, and the Equity Compensation is designed to allow the participants to enjoy the benefits of any increase in company valuation and share price, should such an increase occur. Executive compensation is designed to reward activities and achievements that are aligned with the long-term interests of the Company’s shareholders.

The Base Salary, Incentive Compensation and Equity Compensation for the Company’s NEOs, including the CEO and the CFO is determined by the Company’s Compensation Committee. The Company’s Compensation Committee determines compensation and incentive awards for the directors and senior officers of the Company. The Compensation Committee also assumes responsibility for reviewing and monitoring the long-range compensation strategy for the Company’s senior management. The Board reviews the compensation of senior management on a semi-annual basis taking into account compensation paid by other issuers of similar size and activity.

Philosophy and Objectives

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

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

In compensating its senior management, the Company has employed a combination of base salary, bonus compensation and equity participation through its Share Option Plan. Recommendations for senior management compensation are presented to the Ynvisible Board for review.

The Company currently does not have in place any formal policies to prevent a director or NEO from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held directly or indirectly by such director or NEO.

Elements of Compensation

In compensating its senior management, the Company has employed a combination of base salary and equity participation through its Share Option Plan. Recommendations for senior management compensation are presented to the Board for review.

Base Salary or Consulting Fees

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

Equity Participation

Share options are granted to executives and employees taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. The amounts and terms of options granted are determined by the Compensation Committee.

Bonus Incentive Compensation

The Company's objective is to achieve certain strategic objectives and milestones. The Board will consider executive bonus compensation dependent upon the Company meeting those strategic objectives and milestones and sufficient cash resources being available for the granting of bonuses. The Board approves executive bonus compensation dependent upon compensation levels based on recommendations of the CEO. Such recommendations are generally based on information provided by issuers that are similar in size and scope to the Company's operations.

Benefits and Perquisites

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

Pension disclosure

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans currently in place or proposed at this time.

SECTION 6 - AUDIT COMMITTEE

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

AUDIT COMMITTEE CHARTER

The primary function of the Audit Committee is to assist the Board in fulfilling its financial oversight responsibilities. The audit committee will review and consider in consultation with the auditors the financial reporting process, the system of internal control and the audit process.

The full text of the Audit Committee Charter of the Company is attached as Schedule "A" to this Information Circular.

COMPOSITION OF AUDIT COMMITTEE

As at the date hereof, the Audit Committee of the Company is comprised of three directors, namely Alexander Helmél, Benjamin Leboe and Inês Henriques.

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment. As the Company is a venture issuer, the Company is exempt from the Audit Committee composition requirements in NI 52-110 which require all Audit Committee members to be independent. Although none of the members of the Audit Committee of the Company are executive officers, employees or control persons of the Company or of an affiliate thereof, Inês Henriques is not considered to be independent as she previously served as an executive officer of the Company within the last three years. Messrs. Helmél and Leboe are considered to be independent.

All of the Audit Committee members are financially literate, as defined in NI 52-110, as all have the industry experience necessary to understand and analyze financial statements of the Company, as well as an understanding of internal controls and procedures necessary for financial reporting. NI 52-110 provides that an individual is financially literate if they have the ability to read and understand a set of

financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

The Audit Committee is responsible for review of interim and annual financial statements of the Company. For the purposes of performing their duties, the members of the Audit Committee have the right, at all times, to inspect all the books and financial records of the Company and any subsidiaries and to discuss with management and the auditor of the Company any accounts, records and matters relating to the financial statements of the Company. The Audit Committee members meet periodically with management and annually with the external auditors.

RELEVANT EDUCATION AND EXPERIENCE

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

- an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and
- an understanding of internal controls and procedures for financial reporting.

Alexander Helmel

Alexander Helmel has been a director of the Company since March 1, 2006, and served as President of the Company from March 1, 2006, to January 19, 2018, and as Chief Executive Officer of the Company from August 27, 2007, to January 19, 2018. Mr. Helmel has over 15 years' experience working with private as well as publicly traded companies. He has served as a director and/ or officer of numerous companies listed on the Canadian Securities Exchange and TSX Venture Exchange. He holds a Bachelor of Science degree from the University of British Columbia and obtained a Certified Information Systems Auditor (CISA) designation (not currently active).

Benjamin Leboe, B.Com., CMC, CA/CPA (Ret.)

Benjamin Leboe also serves as a Director of Nevada Exploration Inc. (NGE), a TSX Venture Exchange issuer. Previously he served as Chief Financial Officer of Uranerz Energy Corporation, listed on NYSE American and the TSX, before that company merged with Energy Fuels Inc. (EFR.TO). During his nine years at Uranerz Mr. Leboe also held such positions as Ethics Officer, Corporate Secretary, Principal Accounting Officer and Senior Vice President of Finance. Prior to joining Uranerz Mr. Leboe was a Senior Consultant, Management Consulting, of the Business Development Bank of Canada. He has served as a director, Chief Financial Officer, Principal Accounting Officer and Treasurer of numerous public companies in Canada and the United States. Since 1990, Mr. Leboe has been Principal, Independent Management Consultants of British Columbia. Prior to that time, he was a Partner of KPMG Consulting and its predecessor firms. He holds a business degree from the University of British Columbia, is a Certified Management Consultant and retired Business Valuator/Chartered Accountant (CPA, CA).

Inês Henriques

Inês Henriques is the former Chief Operating Officer of the Company. She was the leader of the research initiative, which resulted in founding of YD Ynvisible S.A. in 2010, after which she acted as Chief Executive Officer. She developed a competent team, with high levels of expertise in all strategic areas, and initiated senior management recruitment. Ms. Henriques has also been actively involved in the development of the Company's core IP portfolio and was responsible for initiating the Company's first manufacturing partnership and establishing R&D partner networks to develop future interactive surfaces technologies. She has a degree in Environmental Engineering from the New University of Lisbon, Portugal and a PhD from Virginia Tech, USA.

AUDIT COMMITTEE OVERSIGHT

At no time since the commencement of the Company's most recently completed financial year ended December 31, 2020, 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 Company's most recently completed financial year ended December 31, 2020, has the Company relied on the exemption in section 2.4 of National Instrument 52-110 - *Audit Committees (De Minimis Non-audit Services)*, the exemption in section 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption, in whole or in part, granted under Part 8 of National Instrument 52-110.

PRE-APPROVAL POLICIES AND PROCEDURES

All non-audit services (being services other than services rendered for the audit and review of the financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements) which are proposed to be provided by the external auditor to the Company or any subsidiary of the Company are subject to the prior approval of the Audit Committee of the Company.

EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)

The aggregate fees billed by the Company's external auditor in each of the last two financial years with respect to the Company, by category, are as follows:

Financial Year Ending December 31	Audit Fees ⁽¹⁾ (\$)	Audit-Related Fees ⁽²⁾ (\$)	Tax Fees ⁽³⁾ (\$)	All Other Fees ⁽⁴⁾ (\$)
2020	69,500	7,500	3,000	Nil
2019	49,500	Nil	2,800	Nil

⁽¹⁾ "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

⁽²⁾ "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

⁽³⁾ "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

⁽⁴⁾ "All Other Fees" include all other non-audit services.

EXEMPTION

As the Company is a “Venture Issuer” pursuant to relevant securities legislation, the Company is relying on the exemption in section 6.1 of National Instrument 52-110 - *Audit Committees*, from the requirement of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of National Instrument 52-110.

SECTION 7 - CORPORATE GOVERNANCE

GENERAL

Pursuant to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), the Company is required to disclose its corporate governance practices. Corporate governance relates to the policies, structure and activities of a board of directors of a corporation, the members of which are elected by and are accountable to the shareholders of the corporation and takes into account the role of the individual members of management who are appointed by the board of directors and who are charged with the day-to-day management of the Company.

National Policy 58-201 - *Corporate Governance Guidelines* (“**NP 58-201**”) establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices. The Board is committed to sound corporate governance practices and believes the Company’s corporate governance practices are appropriate and effective for the Company given its current size.

BOARD OF DIRECTORS

The mandate of the board of directors of the Company, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company’s affairs directly and through its committee(s). The Board facilitates its exercise of independent supervision over management through frequent meetings of the Board. The Board is currently composed of six directors, four of whom are not, or were not, executive officers of the Company and are, therefore, considered to be independent, as that term is defined in applicable securities legislation. Mr. Haydarpour, Mr. Leboe, Ms. Henriques and Mr. Langer are considered to be independent. Messrs. Kuusisto and Helmel are not considered independent as they held executive officer positions in the Company within the past three-year period. In determining whether a director is independent, the Board chiefly considers whether the director has a relationship which could or could be perceived to interfere with the director’s ability to objectively assess the performance of management.

The Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions.

The Board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company’s business in the ordinary course, managing the Company’s cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The Board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

DIRECTORSHIPS

Certain of the Company's directors are also directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director	Other Reporting Issuer (or the equivalent) ⁽¹⁾
Alexander Helmelt	Global Cannabis Applications Corp. Resolve Ventures Inc. Silver Sands Resources Corp. Treviso Capital Corp. Universal Copper Ltd.
Benjamin Leboe	Nevada Exploration Inc.
Alexander Langer	Reyna Silver Corp. Sierra Madre Gold and Silver Ltd.

Notes:

- (1) The information in the table above as to other directorships is not within the knowledge of management of the Company and has been furnished by the respective directors.

ORIENTATION AND CONTINUING EDUCATION

New directors are briefed on strategic plans, short-, medium- and long-term corporate objectives, business risks and mitigation strategies, corporate governance guidelines and existing company policies. However, there is no formal orientation for new members of the Board and this is considered appropriate given the Company's size and current level of operations. A formal orientation process will be implemented when growth of the Company's operations warrants such implementation.

The skills and knowledge of the Board as a whole is such that no formal continuing education process is currently deemed required. The Board is comprised of individuals with varying backgrounds, who have, both collectively and individually, extensive experience in running and managing public companies. 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. Board members have full access to the Company's records.

ETHICAL BUSINESS CONDUCT

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

Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and to disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the

contract or transaction is not invalid, and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

NOMINATION OF DIRECTORS

The Board considers its size each year when it considers the number of directors to recommend to Shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

The Nominating and Corporate Governance Committee is responsible for identifying individuals qualified to become new Board members and considering new director nominees. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, shown support for the Company's mission and strategic objectives, and a willingness to serve.

COMPENSATION OF DIRECTORS AND CHIEF EXECUTIVE OFFICER

The Compensation Committee reviews and provides recommendations regarding executive compensation, succession plans for executive officers, and the Company's overall compensation and benefits policies, plans and programs. The current members of the Company's Compensation Committee are Benjamin Leboe (Chair), Inês Henriques and Ramin Heydarpour.

DISCLOSURE AND INVESTOR RELATIONS COMMITTEE

The Disclosure and Investor Relations Committee is tasked with assisting management in preparing disclosures, helping to ensure that the Company's disclosure controls and procedures are properly implemented, and overseeing the Company's investor relations activities. The current members of the Company's Disclosure and Investor Relations Committee are Inês Henriques (Chair), Jani-Mikael Kuusisto and Alex Langer.

COMMITTEES OF THE BOARD OF DIRECTORS

The Board has an Audit Committee (See "*Section 6 - Audit Committee*"), a Compensation Committee, a Corporate Governance Committee, a Disclosure and Investor Relations Committee, and an Investment Committee.

ASSESSMENTS

The Board, as a whole, assesses its performance, the performance of its committee(s) and the contribution of individual directors on an ongoing basis. It also monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committee(s).

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company's corporate governance practice allows the Company to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

SECTION 8 - OTHER INFORMATION

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company has a 10% rolling Share Option Plan in place, dated for reference April 12, 2018. The following table sets forth information with respect to all compensation plans under which equity securities are authorized for issuance as at December 31, 2020.

Plan Category	Number of securities⁽¹⁾ to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders ⁽¹⁾	5,662,500		2,626,668
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total:	5,662,500	\$0.31	2,626,668

(1) Represents the Share Option Plan of the Company. As at December 31, 2020, the Equity Incentive Plan reserved shares equal to a maximum of 10% of the issued and outstanding Shares. As at December 31, 2020, the Company had 82,891,680 Shares issued and outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" as defined in applicable securities legislation, since the beginning of the financial year ended December 31, 2020, none of:

- (a) the executive officers, directors, employees and former executive officers, directors and employees of the Company or any of its subsidiaries;
- (b) the proposed nominees for election as a director of the Company; or
- (c) any associates of the foregoing persons;

is or has been indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, and which was not entirely repaid on or before the date of this Information Circular.

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

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

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein or in the Company's financial statements, no informed person of the Company, or proposed director of the Company, or any associate or affiliate of any informed person or proposed director, had any material interest, direct or indirect, in any transaction since the commencement of the

Company's most recently completed financial year, or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its shares.

MANAGEMENT CONTRACTS

Since the beginning of the Company's most recently completed financial year ended December 31, 2020, management functions of the Company are not, and have not been, to any substantial degree performed by any person other than the executive officers and directors of the Company.

ADDITIONAL INFORMATION

Financial information about the Company is included in the Company's financial statements and Management's Discussion and Analysis for the financial year ended December 31, 2020, which have been electronically filed with regulators and are available online under the Company's profile at SEDAR at www.sedar.com. Copies may be obtained without charge upon request to the Company at P.O. Box 43, Suite 830, 1100 Melville Street, Vancouver, British Columbia, Canada, V6E 4A6 - telephone 778-683-4324. You may also access the Company's other public disclosure documents online under the Company's profile on SEDAR at www.sedar.com.

REQUEST FOR FINANCIAL STATEMENTS

National Instrument 51-102 – *Continuous Disclosure Obligations* sets out the procedures for a shareholder to receive financial statements. If you wish to receive financial statements, you may use the enclosed form or provide instructions in any other written format.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

DATED at Vancouver, British Columbia, this 1st day of September, 2021.

BY ORDER OF THE BOARD

YNVISIBLE INTERACTIVE INC.

/s/ Michael Robinson
Michael Robinson
Chief Executive Officer

SCHEDULE “A”

YNVISIBLE INTERACTIVE INC. (the “Company”)

CHARTER OF THE AUDIT COMMITTEE

1. Mandate

The audit committee will assist the board of directors (the “**Board**”) in fulfilling its financial oversight responsibilities. The audit committee will review and consider in consultation with the auditors the financial reporting process, the system of internal control and the audit process. In performing its duties, the committee will maintain effective working relationships with the Board, management, and the external auditors. To effectively perform his or her role, each committee member must obtain an understanding of the principal responsibilities of committee membership as well and the Corporation’s business, operations and risks.

2. Composition

The Board will appoint from among their membership an audit committee after each annual meeting of the shareholders of the Company. The audit committee will consist of a minimum of three directors.

2.1 Independence

A majority of the members of the audit committee must be “independent” (as defined in Sec. 1.4 of National Instrument 52-110 (Audit Committees)) (“**NI 52-110**”).

2.2 Expertise of Committee Members

A majority of the members of the audit committee must be “financially literate” (as defined in Sec. 1.6 of NI 52-110) or must become financially literate within a reasonable period of time after his or her appointment to the committee. At least one member of the committee must have accounting or related financial management expertise.

3. Meetings

The audit committee shall meet in accordance with a schedule established each year by the Board, and at other times that the audit committee may determine. The audit committee shall meet at least annually with the Company’s Chief Financial Officer and external auditors in separate executive sessions.

4. Roles and Responsibilities

The audit committee shall fulfil the following roles and discharge the following responsibilities:

4.1 External Audit

The audit committee shall be directly responsible for overseeing the work of the external auditors in preparing or issuing the auditor’s report, or performing other audit, review or attest services, including the resolution of disagreements between management and the external auditors regarding financial reporting. In carrying out this duty, the audit committee shall:

- (a) recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company;
- (b) review (by discussion and enquiry) the external auditors' proposed audit scope and approach;
- (c) review the performance of the external auditors and recommend to the Board the appointment or discharge of the external auditors;
- (d) review and recommend to the Board the compensation to be paid to the external auditors;
- (d) review and confirm the independence of the external auditors by reviewing the non-audit services provided and the external auditors' assertion of their independence in accordance with professional standards; and
- (e) an audit committee must review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company.

4.2 *Internal Control*

The audit committee shall consider whether adequate controls are in place over annual and interim financial reporting as well as controls over assets, transactions and the creation of obligations, commitments and liabilities of the Company. In carrying out this duty, the audit committee shall:

- (a) evaluate the adequacy and effectiveness of management's system of internal controls over the accounting and financial reporting system within the Company; and
- (b) ensure that the external auditors discuss with the audit committee any event or matter which suggests the possibility of fraud, illegal acts or deficiencies in internal controls.

4.3 *Financial Reporting*

The audit committee shall review the financial statements and financial information prior to its release to the public. In carrying out this duty, the audit committee shall:

General

- (a) review significant accounting and financial reporting issues, especially complex, unusual and related party transactions; and
- (b) review and ensure that the accounting principles selected by management in preparing financial statements are appropriate.

Annual Financial Statements

- (a) review the draft annual financial statements and provide a recommendation to the Board with respect to the approval of the financial statements;
- (b) meet with management and the external auditors to review the financial statements and the results of the audit, including any difficulties encountered; and
- (c) review management's discussion & analysis respecting the annual reporting period prior

to its release to the public.

Interim Financial Statements

- (a) review and approve the interim financial statements prior to their release to the public; and
- (b) review management's discussion & analysis respecting the interim reporting period prior to its release to the public.

Release of Financial Information

- (a) where reasonably possible, review and approve all public disclosure, including news releases, containing financial information, prior to its release to the public. An audit committee must be satisfied that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, and must periodically assess the adequacy of those procedures

4.4 Non-Audit Services

All non-audit services (being services other than services rendered for the audit and review of the financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements) which are proposed to be provided by the external auditors to the Company or any subsidiary of the Company shall be subject to the prior approval of the audit committee.

Delegation of Authority

- (a) The audit committee may delegate to one or more independent members of the audit committee the authority to approve non-audit services, provided any non-audit services approved in this manner must be presented to the audit committee at its next scheduled meeting.

De-Minimis Non-Audit Services

- (a) The audit committee may satisfy the requirement for the pre-approval of non-audit services if:
 - (i) the aggregate amount of all non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total amount of fees paid by the Company and its subsidiaries to the external auditor during the fiscal year in which the services are provided; or
 - (ii) the services are brought to the attention of the audit committee and approved, prior to the completion of the audit, by the audit committee or by one or more of its members to whom authority to grant such approvals has been delegated.

Pre-Approval Policies and Procedures

- (a) The audit committee may also satisfy the requirement for the pre-approval of non-audit services by adopting specific policies and procedures for the engagement of non-audit services, if:

- (i) the pre-approval policies and procedures are detailed as to the particular service;
- (ii) the audit committee is informed of each non-audit service; and
- (iii) the procedures do not include delegation of the audit committee's responsibilities to management.

4.5 Other Responsibilities

The audit committee shall:

- (a) establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters;
- (b) establish procedures for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters;
- (c) ensure that significant findings and recommendations made by management and external auditor are received and discussed on a timely basis;
- (d) review the policies and procedures in effect for considering officers' expenses and perquisites;
- (e) perform other oversight functions as requested by the Board; and
- (f) review and update this Charter and receive approval of changes to this Charter from the Board.

4.6 Reporting Responsibilities

The audit committee shall regularly update the Board about committee activities and make appropriate recommendations.

5. Resources and Authority of the Audit Committee

The audit committee shall have the resources and the authority appropriate to discharge its responsibilities, including the authority to:

- (a) engage independent counsel and other advisors as it determines necessary to carry out its duties;
- (b) set and pay the compensation for any advisors employed by the audit committee; and
- (c) communicate directly with the internal and external auditors.

6. Guidance – Roles & Responsibilities

The following guidance is intended to provide the Audit Committee members with additional guidance on fulfilment of their roles and responsibilities on the committee:

6.1 Internal Control

- (a) evaluate whether management is setting the goal of high standards by communicating the importance of internal control and ensuring that all individuals possess an understanding

of their roles and responsibilities;

- (b) focus on the extent to which external auditors review computer systems and applications, the security of such systems and applications, and the contingency plan for processing financial information in the event of an IT systems breakdown; and
- (c) gain an understanding of whether internal control recommendations made by external auditors have been implemented by management.

6.2 *Financial Reporting*

General

- (a) review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements; and
- (b) ask management and the external auditors about significant risks and exposures and the plans to minimize such risks; and
- (c) understand industry best practices and the Company's adoption of them.

Annual Financial Statements

- (a) review the annual financial statements and determine whether they are complete and consistent with the information known to committee members, and assess whether the financial statements reflect appropriate accounting principles in light of the jurisdictions in which the Company reports or trades its shares;
- (b) pay attention to complex and/or unusual transactions such as restructuring charges and derivative disclosures;
- (c) focus on judgmental areas such as those involving valuation of assets and liabilities, including, for example, the accounting for and disclosure of loan losses; warranty, professional liability; litigation reserves; and other commitments and contingencies;
- (d) consider management's handling of proposed audit adjustments identified by the external auditors; and
- (e) ensure that the external auditors communicate all required matters to the committee.

Interim Financial Statements

- (a) be briefed on how management develops and summarizes interim financial information, the extent to which the external auditors review interim financial information;
- (b) meet with management and the auditors, either telephonically or in person, to review the interim financial statements; and
- (c) to gain insight into the fairness of the interim statements and disclosures, obtain explanations from management on whether:
 - (i) actual financial results for the quarter or interim period varied significantly from budgeted or projected results;

- (ii) changes in financial ratios and relationships of various balance sheet and operating statement figures in the interim financial statements are consistent with changes in the Company's operations and financing practices;
- (iii) generally accepted accounting principles have been consistently applied;
- (iv) there are any actual or proposed changes in accounting or financial reporting practices;
- (v) there are any significant or unusual events or transactions;
- (vi) the Company's financial and operating controls are functioning effectively;
- (vii) the Company has complied with the terms of loan agreements, security indentures or other financial position or results dependent agreement; and
- (viii) the interim financial statements contain adequate and appropriate disclosures.

6.3 *Compliance with Laws and Regulations*

- (a) periodically obtain updates from management regarding compliance with this policy and industry "best practices";
- (b) be satisfied that all regulatory compliance matters have been considered in the preparation of the financial statements; and
- (c) review the findings of any examinations by securities regulatory authorities and stock exchanges.

6.4 *Other Responsibilities*

- (a) review, with the Company's counsel, any legal matters that could have a significant impact on the Company's financial statements.

SCHEDULE “B”

YNVISIBLE INTERACTIVE INC. (the “Company”)

SHARE OPTION PLAN As amended September 1, 2021

ARTICLE 1 PURPOSE AND INTERPRETATION

Purpose

1.1 The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with TSX Venture Policies (or, if applicable, NEX Policies) and any inconsistencies between this Plan and TSX Venture Policies (or, if applicable, NEX Policies) will be resolved in favour of the latter.

Definitions

1.2 In this Plan

- (a) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;
- (b) **Associate** has the meaning set out in the Securities Act;
- (c) **Black-out Period** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company’s insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);
- (d) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;
- (e) **Change of Control** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:
 - (i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or,
 - (ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,

where such Person or combination of Persons did not previously hold a sufficient number of voting shares to materially affect control of the Company or its successor and, in the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 20% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

- (f) **Common Shares** means the common shares without par value in the capital of the Company providing such class is listed on the TSX Venture (or, NEX, as the case may be);
- (g) **Company** means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;
- (h) **Consultant** means an individual or Consultant Company, other than an Employee, Officer or Director that:
 - (i) provides on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;
 - (ii) provides the services under a written contract between the Company or an Affiliate and the individual or the Consultant Company;
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or an Affiliate of the Company; and
 - (iv) has a relationship with the Company or an Affiliate of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;
- (i) **Consultant Company** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (j) **Directors** means the directors of the Company as may be elected from time to time;
- (k) **Discounted Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (l) **Disinterested Shareholder Approval** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;
- (m) **Distribution** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;
- (n) **Effective Date** for an Option means the date of grant thereof by the Board;
- (o) **Employee** means:

- (i) an individual who is considered an employee under the *Income Tax Act* Canada (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);
 - (ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;
- (p) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;
 - (q) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
 - (r) **Expiry Date** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;
 - (s) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;
 - (t) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
 - (u) **Management Company Employee** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;
 - (v) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
 - (w) **NEX** means a separate board of the TSX Venture for companies previously listed on the TSX Venture or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets;
 - (x) **NEX Issuer** means a company listed on NEX;
 - (y) **NEX Policies** means the rules and policies of NEX as amended from time to time;
 - (z) **Officer** means a Board appointed officer of the Company;
 - (aa) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;

- (bb) **Option Commitment** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto;
- (cc) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;
- (dd) **Optionee** means the recipient of an Option hereunder;
- (ee) **Outstanding Shares** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;
- (ff) **Participant** means a Service Provider that becomes an Optionee;
- (gg) **Person** includes a company, any unincorporated entity, or an individual;
- (hh) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;
- (ii) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §2.2;
- (jj) **Regulatory Approval** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;
- (kk) **Securities Act** means the Securities Act, R.S.B.C. 1996, c. 418, or any successor legislation;
- (ll) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;
- (mm) **Share Compensation Arrangement** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider;
- (nn) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;
- (oo) **Take Over Bid** means a take over bid as defined in National Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;
- (pp) **TSX Venture** means the TSX Venture Exchange and any successor thereto; and
- (qq) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time.

Other Words and Phrases

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

Gender

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

ARTICLE 2 SHARE OPTION PLAN

Establishment of Share Option Plan

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

Maximum Plan Shares

2.2 The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares at the time Plan Shares are reserved for issuance as a result of the grant of an Option, less any Common Shares reserved for issuance under share options granted under Share Compensation Arrangements other than this Plan, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies (and, if applicable, NEX Policies).

Eligibility

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

Options Granted Under the Plan

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

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

Disclosure

2.6 Pursuant to TSX Venture Policies, dissemination of a news release is required when Options are granted to Insiders and Investor Relations Service Providers.

Limitations on Issue

2.7 Subject to §2.11, the following restrictions on issuances of Options are applicable under the Plan:

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

Options Not Exercised

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

Powers of the Board

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

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

Amendment of the Plan by the Board of Directors

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

- (a) it may make amendments which are of a typographical, grammatical or clerical nature;
- (b) it may make amendments of a housekeeping nature;

- (c) it may change the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;
- (d) it may change the termination provision of an Option granted hereunder which does not entail an extension beyond the lesser of the original Expiry Date of such Option, or 12 months from termination;
- (e) it may make amendments necessary as a result in changes in securities laws applicable to the Company or any requested changes by the TSX Venture;
- (f) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX Venture, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and
- (g) it may make such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

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

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

Options Granted Under the Company's Previous Share Option Plans

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

ARTICLE 3 TERMS AND CONDITIONS OF OPTIONS

Exercise Price

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

Term of Option

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

Option Amendment

3.3 Subject to §2.10(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture, or the date of the last amendment of the Exercise Price.

3.4 An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in §3.2.

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

Vesting of Options

3.6 Subject to §3.8, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

- (a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or
- (b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

Vesting of Options Granted to Consultants Conducting Investor Relations Activities

3.7 Notwithstanding §3.6, Options granted to Consultants conducting Investor Relations Activities will vest:

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

Effect of Take Over Bid

3.8 If a Take Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding §3.6 and §3.7 or any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

Acceleration of Vesting on Change of Control

3.9 In the event of a Change of Control occurring, Options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control, excluding Options granted to a Person engaged in Investor Relations Activities.

Extension of Options Expiring During Blackout Period

3.10 Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date shall, subject to approval of the TSX Venture (or the NEX, as the case may be), be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding §2.8, the tenth Business Day period referred to in this §3.11 may not be extended by the Board.

Optionee Ceasing to be Director, Employee or Service Provider

3.11 Options may be exercised after the Service Provider has left his/her employ/office or has been advised by the Company that his/her services are no longer required or his/her service contract has expired, until the term applicable to such Options expires, except as follows:

- (a) in the case of the death of an Optionee, any vested Option held by him at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;
- (b) an Option granted to any Service Provider will expire 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or agreed to by the Board and the Optionee at any time prior to expiry of the Option) after the date the Optionee ceases to be employed by or provide services to the Company, and only to the extent that such Option was vested at the date the Optionee ceased to be so employed by or to provide services to the Company; and
- (c) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal will immediately terminate without right to exercise same.

Non-Assignable

3.12 Subject to §3.11, all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

Adjustment of the Number of Optioned Shares

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

- (a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the

subdivision without an Optionee making any additional payment or giving any other consideration therefor;

- (b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;
- (c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;
- (d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this §3.13;
- (e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative;
- (f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this §3.13, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and
- (g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in this §3.13, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants, in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Company may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 4
COMMITMENT AND EXERCISE PROCEDURES

Option Commitment

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

Manner of Exercise

- 4.2 An Optionee who wishes to exercise his Option may do so by delivering
- (a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and
 - (b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount subject to §4.3.

Tax Withholding and Procedures

4.3 Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in §4.2 and elsewhere in this Plan, and as a condition of exercise:

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

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

Delivery of Optioned Shares and Hold Periods

4.4 As soon as practicable after receipt of the notice of exercise described in §4.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. An Exchange Hold Period will be applied from the date of grant for all Options granted to:

- (a) Insiders of the Company; or
- (b) where Options are granted to any Service Provider, including Insiders, where the Exercise Price is at a discount to the Market Price.

4.5 Pursuant to TSX Venture Policies, where the Exchange Hold Period is applicable, the certificate representing the Optioned Shares or written notice in the case of uncertificated shares will include a legend stipulating that the Optioned Shares issued are subject to a four- month Exchange Hold Period commencing the date of the Option Commitment.

ARTICLE 5 GENERAL

Employment and Services

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

No Representation or Warranty

5.2 The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

Interpretation

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

Continuation of Plan

5.4 The Plan will become effective from and after May 25, 2018, and will remain effective provided that the Plan, or any amended version thereof, receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company subsequent to May 25, 2018.

Amendment of the Plan

The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals. In certain instances, TSX Venture Policies permit amendments to the terms of the Plan without acceptance by the TSX Venture. In such instances, amendments that are not subject to approval by the TSX Venture shall be disclosed by way of news release.

**SCHEDULE A
SHARE OPTION PLAN
OPTION COMMITMENT**

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

Optioned Shares are to vest immediately.

OR

Optioned Shares will vest [INSERT VESTING SCHEDULE AND TERMS]

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

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

To exercise your Option, deliver a written notice specifying the number of Optioned Shares you wish to acquire, together with a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price. A certificate or written notice in the case of uncertificated shares for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter and may bear a minimum four-month non-transferability legend from the date of this Option Commitment, the text of which is as follows. *[Note: If a four month hold period is applicable, the following legend must be placed on the certificate or the written notice in the case of uncertificated shares.]*

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

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

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the Policies of the TSX Venture Exchange) by both the Company and the TSX Venture (or the NEX, as the case may be) as more particularly set out in the Acknowledgement - Personal Information in use by the TSX Venture (or the NEX, as the case may be) on the date of this Option Commitment.

YNVISIBLE INTERACTIVE INC.

Authorized Signatory

[insert name of optionee]

Signature of Optionee

**SCHEDULE B
TO SHARE OPTION PLAN**

Ynvisible Interactive Inc.
Suite 830, 1100 Melville Street
Vancouver, British Columbia
Canada V6E 4A6

Re: Employee Stock Option Exercise
Attn: Stock Option Plan Administrator, Ynvisible Interactive Inc. (the "Company")

This letter is to inform YNVISIBLE INTERACTIVE INC. that I, _____,
wish to exercise _____ options, at Cdn\$_____ per share, on this _____ day of
_____, 20_____.

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

Please register the share certificate in the name of:

Name of Optionee: _____

Address: _____

Please send share certificate to:

Name: _____

Address: _____

Sincerely,

Signature of Optionee

Date

Social Insurance Number (for T4)

SCHEDULE “C”

**YNVISIBLE INTERACTIVE INC.
(the “Company”)**

FIXED RESTRICTED SHARE UNIT PLAN

TABLE OF CONTENTS

ARTICLE 1 PURPOSE.....	62
Section 1.1 Purpose	62
ARTICLE 2 INTERPRETATION	62
Section 2.1 Definitions	62
Section 2.2 Certain Rules of Interpretation	66
ARTICLE 3 ADMINISTRATION.....	66
Section 3.1 Administration of the Plan.....	66
Section 3.2 Eligibility.....	67
Section 3.3 Consistency With Other Agreements	67
Section 3.4 Taxes	67
ARTICLE 4 AWARDS OF RESTRICTED SHARE UNITS.....	68
Section 4.1 Awards of Restricted Share Units	68
Section 4.2 Vesting Period and RSU Term	68
Section 4.3 Award Notice	68
Section 4.4 Credits for Dividends	68
Section 4.5 Reporting Restricted Share Units	69
Section 4.6 Allotment of Common Shares for Issuance by the Company.....	69
Section 4.7 Acquisition of Vested RSUs.....	69
Section 4.8 Resignation or Termination.....	70
Section 4.9 Leave of Absence	71
Section 4.10 Death of Participant.....	71
Section 4.11 Control Change.....	71
Section 4.12 Adjustments to Restricted Share Units	72
Section 4.13 Discretion to Permit Vesting	72
Section 4.14 Common Shares Reserved.....	72
Section 4.15 Limits on Issuances	73
Section 4.16 Status of Terminated RSUs	73
ARTICLE 5 GENERAL.....	74
Section 5.1 Amendment, Suspension, or Termination of Plan.....	74
Section 5.2 Compliance with Laws	74
Section 5.3 Participant’s Entitlement	74
Section 5.4 Reorganization of the Company	75
Section 5.5 Costs of Administration.....	75
Section 5.6 Assignment.....	75
Section 5.7 No Shareholder Rights	75
Section 5.8 Participation is Voluntary; No Additional Rights.....	75
Section 5.9 Market Fluctuations.....	76
Section 5.10 Participant Information.....	76
Section 5.11 Indemnifications.....	76
Section 5.12 Governing Law.....	76
APPENDIX A.....	77
APPENDIX B.....	78

RESTRICTED SHARE UNIT PLAN

ARTICLE 1 PURPOSE

Section 1.1 Purpose

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

ARTICLE 2 INTERPRETATION

Section 2.1 Definitions

For the purposes of this Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- a) “**Account**” means an account maintained for each Participant on the books of the Company that will be credited with RSUs in accordance with the terms of the Plan;
- b) “**Applicable Withholding Amounts**” is defined in Section 4.7 (c);
- c) “**Approved Leave of Absence**” means a leave of absence from full time employment with the Company or affiliate thereof that is provided for in the policies, plans or regulations of the Company or its affiliates or that is approved by management of the Company, including, without limitation, maternity and parental leave in accordance with the Company’s (or its affiliates’) policies or plans related to short-term disability or long-term disability;
- d) “**Award**” means a grant of RSUs under the Plan;
- e) “**Award Date**” means a date on which RSUs are awarded to a Participant in accordance with Section 4.1;
- f) “**Award Notice**” means a notice substantially in the form of Appendix A and containing such other terms and conditions relating to an award of RSUs as the Committee may prescribe;
- g) “**Blackout Period**” means the period of time when, pursuant to any policies of the Company, any securities of the Company may not be traded by certain persons as designated by the Company, including any holder of an RSU;
- h) “**Board**” means the board of directors of the Company;
- i) “**Business Day**” means any day other than a Saturday or Sunday on which the Exchange is open for trading;

- j) “**Cause**” means “Just Cause” as defined in the Participant’s employment agreement with the Company or one of its Related Entities, or if such term is not defined or if the Participant has not entered into an employment agreement with the Company or one of its Related Entities, then as such term is defined by applicable law, and shall include, without limitation, the occurrence of one of the following events with respect to the Employee: (i) has materially breached any written agreement between the Participant and the Company; (ii) is convicted of a criminal offence relating to duties of the Participant, including any for breach of trust or fraud; (iii) has refused to comply with a lawful order or direction of the Company or the Board; (iv) has engaged in negligence or incompetence in carrying out the duties and responsibilities of his or her position in a diligent, professional and efficient manner; or (v) has been involved in any other act, omission, or misconduct which constitutes just cause at common law;
- k) “**Committee**” means the Compensation Committee of the Board or such other committee of the Board as may be appointed by the Board to administer the Plan; provided, however, that if no Compensation Committee is in existence at any particular time and the Board has not appointed another committee of the Board to administer the Plan, all references in the Plan to “Committee” shall at such time be in reference to the Board;
- l) “**Common Shares**” means the common shares in the capital of the Company as presently constituted or, in the event of an adjustment contemplated by Section 4.12 such other number or type of securities as the Committee may determine;
- m) “**Consultant**” means an individual or corporation, other than an officer or employee of the Company or a Related Entity, that is engaged to provide consulting, technical, management or other services to the Company or a Related Entity under a written consulting agreement;
- n) “**Control Change**” means the occurrence of any of:
- i) any transaction at any time and by whatever means pursuant to which any person or any group of two or more persons acting jointly or in concert (other than the Company or any of its affiliates or subsidiaries) thereafter acquires the direct or indirect “beneficial ownership” (as defined in the *Business Corporations Act* (British Columbia) of, or acquires the right to exercise control or direction over, securities of the Company representing 50% or more of the then issued and outstanding voting securities of the Company in any manner whatsoever, including, without limitation, as a result of a take-over bid, an issuance or exchange of securities, an amalgamation of the Company with any other person, an arrangement, a capital reorganization or any other business combination or reorganization;
 - ii) the sale, assignment or other transfer of all or substantially all of the assets of the Company to a person or any group of two or more persons acting jointly or in concert (other than a wholly owned subsidiary of the Company);
 - iii) the occurrence of a transaction requiring approval of the Company’s security holders whereby the Company is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any person or any group of two or more persons acting jointly or in concert (other than an exchange of securities with a wholly owned subsidiary of the Company); or
 - iv) the Board passes a resolution to the effect that an event comparable to an event set forth in this definition has occurred;

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

than 10% of the voting rights attached to all outstanding shares of the Company; and (vi) the Company itself if it holds any of its own securities;

- z) **“Investor Relations Activities”** has the meaning assigned by Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- aa) **“Notice of Acquisition”** means a notice substantially in the form of Appendix B from a Participant to the Company giving notice of the exercise of an RSU previously granted to the Participant;
- bb) **“Participant”** means an Eligible Person who has been awarded RSUs under the Plan or to whom RSUs have been transferred in accordance with the Plan;
- cc) **“Payment Amount”** means the amount determined in accordance with Section 4.7(a);
- dd) **“Performance Criteria”** means such corporate and/or personal performance criteria as may be determined by the Committee in respect of the grant and/or vesting of Restricted Share Units to any Participant, which criteria may be applied to either the Company and its Related Entities as a whole or a Related Entity individually or in any combination, and measured either in total, incrementally or cumulatively over a calendar year or such other performance period as may be specified by the Committee in its sole discretion, on an absolute basis or relative to a pre-established target, to previous years’ results or to a designated comparison group;
- ee) **“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, fund, organization or other group of organized persons, government, government regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- ff) **“Plan”** means this Restricted Share Unit Plan as amended, restated, supplemented or otherwise modified from time to time;
- gg) **“Related Entity”** means a Person that is controlled by the Company;
- hh) **“Restricted RSUs”** has the meaning as set out in Section 4.7(e);
- ii) **“Restricted Share Unit”** or **“RSU”** means a unit equivalent in value to a Common Share, credited by means of a bookkeeping entry on the books of the Company in accordance with Article 4;
- jj) **“RSU Term”** means a term during which a Participant may acquire a Common Share for any vested RSUs granted pursuant to the Plan;
- kk) **“Security Based Compensation Arrangements”** means an option to purchase Common Shares, or a plan in respect thereof, or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to Directors, Employees or Consultants of the Company or its Related Entities;
- ll) **“Separation Date”** means the last date on which the Participant is actively with the Company without regard to any contractual or common law notice period that might apply to such termination or any period during which the Participant receives termination or severance pay; and for greater certainty, in the event that a Participant is on an

Approved Leave of Absence, they shall not be deemed to have ceased to be actively at work or to have ceased to be a full time employee;

mm) “**Vesting Date**” means the date determined in accordance with Section 4.2.

Section 2.2 Certain Rules of Interpretation

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

ARTICLE 3 ADMINISTRATION

Section 3.1 Administration of the Plan

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

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

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

Section 3.2 Eligibility

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

Section 3.3 Consistency With Other Agreements

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

Section 3.4 Taxes

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

ARTICLE 4

AWARDS OF RESTRICTED SHARE UNITS

Section 4.1 Awards of Restricted Share Units

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

Section 4.2 Vesting Period and RSU Term

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

Section 4.3 Award Notice

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

Section 4.4 Credits for Dividends

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

Section 4.5 Reporting Restricted Share Units

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

Section 4.6 Allotment of Common Shares for Issuance by the Company

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

Section 4.7 Acquisition of Vested RSUs

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

the sale of such Common Shares and acknowledges and agrees that the Company does not accept responsibility for the price obtained on the sale of such Common Shares; and/or

- iii) the withholding by the Company from any cash payment otherwise due to the Participant (for any reason whatsoever) such amount of cash as is less than or equal to the amount of the Applicable Withholding Amount;

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

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

Section 4.8 Resignation or Termination

- a) Notwithstanding Section 4.7, and subject to any express resolution passed by the Committee, if:
 - b) a Participant’s employment or service with the Company or the Related Entity is terminated, whether or not for Cause; or
 - c) a Participant resigns from employment or service with the Company or a Related Entity,
- then
- i) any RSUs granted to the Participant under the Plan which have not yet vested or been deemed to be vested, on or before the Separation Date for the Participant are forfeited and cancelled effective on the Separation Date and shall terminate without payment and shall be of no further force or effect from and after the Separation Date; and
 - ii) the Participant may, but only within the next 30 days following the Separation Date, deliver a completed Notice of Acquisition to the Company to acquire Common Shares for previously vested RSUs (if any) and following such 30 day period, any vested RSUs in respect of which the Participant has not delivered a completed Notice of Acquisition to the Company shall be forfeited and cancelled effective at 4:00 p.m. (Vancouver time) on such 30th day and shall terminate without payment and shall be of no further force or effect from and after such time.

Section 4.9 Leave of Absence

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

Section 4.10 Death of Participant

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

Section 4.11 Control Change

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

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

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

Section 4.12 Adjustments to Restricted Share Units

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

Section 4.13 Discretion to Permit Vesting

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

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

Section 4.14 Common Shares Reserved

The maximum number of Common Shares which may be reserved for issuance under the Plan at any time shall be 12,466,691 Common Shares, subject to adjustment under Section 4.12.

Section 4.15 Limits on Issuances

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

- a) the aggregate number of Common Shares reserved for issuance under the Plan, together with any other Security Based Compensation Arrangements, for Insiders (as a group) at any point in time may not exceed 10% of the issued and outstanding Common Shares from time to time;
- b) the maximum number of RSUs that may be granted to Insiders (as a group) under the Plan, together with any other Security Based Compensation Arrangements, within a 12-month period, may not exceed 10% of the issued and outstanding Common Shares, calculated on the Award Date;
- c) the maximum number of RSUs that may be granted to any one Eligible Person (and companies wholly owned by that Eligible Person) under the Plan, together with any other Security Based Compensation Arrangements, within a 12-month period, may not exceed 2% of the issued and outstanding Shares, calculated on the Award Date; and
- d) the maximum number of RSUs that may be granted to any one Eligible Person (and companies wholly owned by that Eligible Person) under the Plan, together with any other Security Based Compensation Arrangements, at the time of grant, may not exceed 1% of the issued and outstanding Shares, calculated on the Award Date.

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

Section 4.16 Status of Terminated RSUs

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

ARTICLE 5 GENERAL

Section 5.1 Amendment, Suspension, or Termination of Plan

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

Section 5.2 Compliance with Laws

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

Section 5.3 Participant's Entitlement

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

Section 5.4 Reorganization of the Company

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

Section 5.5 Costs of Administration

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

Section 5.6 Assignment

- a) An RSU is personal to the Participant and is non-assignable. No RSU granted hereunder shall be pledged, hypothecated, charged, transferred, assigned, or otherwise encumbered or disposed of by the Participant, whether voluntarily or by operation of law, otherwise than by testate succession or the laws of descent and distribution, and any attempt to do so will cause such RSU to be null and void. A vested RSU shall be redeemable only by the Participant and, upon the death of a Participant, the person to whom the rights shall have passed by testate succession or by the laws of descent and distribution may redeem any vested RSUs in accordance with the provisions of Article 4.
- b) Rights and obligations under the Plan may be assigned by the Company (without the consent of Participants) to a successor in the business of the Company, any Company resulting from any amalgamation, reorganization, combination, merger or arrangement of the Company, or any corporation acquiring all, or substantially all, of the assets or business of the Company.

Section 5.7 No Shareholder Rights

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

Section 5.8 Participation is Voluntary; No Additional Rights

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

Section 5.9 Market Fluctuations

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

Section 5.10 Participant Information

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

Section 5.11 Indemnifications

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

Section 5.12 Governing Law

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

APPENDIX A

RESTRICTED SHARE UNIT PLAN

FORM OF AWARD NOTICE

TO: [insert name]

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

Date of Grant: [insert date]

Number of RSUs Awarded: [insert number]

RSU Term/ Expiry Time: [insert time, not exceeding 10 years from award date]

Performance Criteria (if any): [insert criteria or reference any attached schedule]

Subject to any acceleration in vesting as provided in the Plan and approved by the Board of Directors, the Restricted Share Units (“**RSUs**”) granted in this award vest as follows:

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

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

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

YNVISIBLE INTERACTIVE INC.

Per:

Authorized Signatory

Date

APPENDIX B

RESTRICTED SHARE UNIT PLAN

FORM OF NOTICE OF ACQUISITION

Ynvisible Interactive Inc.
Suite 830, 1100 Melville Street
Vancouver, British Columbia
Canada V6E 4A6

To: Ynvisible Interactive Inc. (the “**Company**”)
From: _____

Please be advised that effective _____, I wish to exercise my Award to acquire _____ Common Shares of the Company in accordance with the terms of the Award Notice dated _____ and the Restricted Share Unit Plan of the Company (the “**Plan**”).

Additionally, I enclose a certified cheque or bank draft in payment of \$_____ in respect of an amount equal to the Applicable Withholding Amount for such acquisition of Common Shares.

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

Please issue _____ Common Shares registered as follows:

Name:	
Address:	

Cheque attached

Participant’s Signature

Date