

Form 62-103F1
REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

State if the report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.

Item 1 – Security and Reporting Issuer

1.1 *State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

Common shares of Snipp Interactive Inc. (“**Snipp**”).

Snipp Interactive Inc.
Suite 1700, Park Place, 666 Burrard Street
Vancouver BC V6C 2X8

1.2 *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

The acquisition of ownership and control of common shares of Snipp was pursuant to a private placement.

Item 2 – Identity of the Acquiror

2.1 *State the name and address of the acquiror.*

Lark Investments Inc.
220 Duncan Mill Road, Suite 615
Toronto, Ontario, M3B 3J5
(“**Lark Investments**”)

2.2 *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

See Item 3.1 below.

2.3 *State the names of any joint actors.*

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror’s securityholding percentage in the class of securities.*

On June 23, 2017, Lark Investments acquired ownership and control of 21,000,000 common shares of Snipp pursuant to the second tranche of a private placement by Snipp, representing approximately 11.99% of Snipp’s issued and outstanding common shares after giving effect

to an aggregate of 28,488,000 common shares issued by Snipp pursuant to the private placement.

3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.*

Lark Investments acquired the common shares of Snipp by way of private placement.

3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

3.4 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Prior to the completion of the second tranche of the private placement, Lark Investments had beneficial ownership and control over 27,152,060 common shares of Snipp, representing approximately 18.51% of the issued and outstanding common shares. Following the acquisition of common shares of Snipp pursuant to the completion of the second tranche of the private placement, Lark Investments has beneficial ownership and control over 48,152,060 common shares of Snipp, representing approximately 27.49% of Snipp's issued and outstanding common shares after giving effect to an aggregate of 28,488,000 common shares issued by Snipp pursuant to the private placement.

3.5 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

(a) *the acquiror, either alone or together with any joint actors, has ownership and control,*

See Item 3.4 above.

(b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*

Not applicable.

(c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

Not applicable.

3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

Not applicable.

- 3.7** *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8** *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

Not applicable.

Item 4 – Consideration Paid

- 4.1** *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

Lark Investments acquired 21,000,000 common shares of Snipp pursuant to a private placement at a price of \$0.10 per share for an aggregate purchase price of \$2,100,000.

- 4.2** *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

See Item 4.1 above.

- 4.3** *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a)** *the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*

Lark Investments acquired the common shares for investment purposes. Depending on market conditions and other factors, Lark Investments may from time to time acquire and/or dispose of securities of Snipp or continue to hold its current position.

- (b) *a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*

Not applicable.

- (c) *a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*

Not applicable.

- (d) *a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*

Not applicable.

- (e) *a material change in the present capitalization or dividend policy of the reporting issuer;*

Not applicable.

- (f) *a material change in the reporting issuer's business or corporate structure;*

Not applicable.

- (g) *a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*

Not applicable.

- (h) *a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;*

Not applicable.

- (i) *the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*

Not applicable.

- (j) *a solicitation of proxies from securityholders;*

Not applicable.

- (k) *an action similar to any of those enumerated above.*

Not applicable.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

The following is a summary of certain terms of the Subscription Agreement between Lark Investments and Snipp dated May 19, 2017 (the "**Agreement**"). This summary does not purport to be complete and is subject to, and qualified in its entirety by, reference to terms of the Agreement.

Board Nominee Right

For so long as Lark Investments, together with any of its associates and affiliates, hold at least an aggregate of 10% or more of the then issued and outstanding common shares of Snipp (on a non-diluted basis), Snipp shall use its commercially reasonable efforts to nominate and have elected to the board of directors of Snipp one nominee selected by Lark Investments.

Pre-Emptive Rights

If Lark Investments, together with its associates and affiliates, beneficially hold common shares of Snipp that constitute at least 5% of the issued and outstanding common shares of Snipp (on a non-diluted basis), then upon any issuance of common shares of Snipp or other securities convertible into, or exercisable or exchangeable for, common shares of Snipp in connection with a subsequent offering by Snipp, Lark Investments has the right to subscribe for up to its proportionate interest (determined as of the date hereof) of the offered securities.

Approval on Certain Matters

Snipp has agreed not to take certain actions as specified in the Agreement without the prior written consent of Lark Investments, including issuing any debt over \$1,000,000 or any preferred shares, amending its articles, adopting a shareholder rights plan or advance notice policy or granting stock options which would, together with outstanding stock options, be exercisable for a number of common shares that exceeds 10% of the issued and outstanding common shares.

Item 7 – Change in material fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable

Item 9 – Certification

The acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify, or I, as the agent filing the report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

June 27, 2017

Date

LARK INVESTMENTS INC.

By: "Sajjad Ebrahim"

Name: Sajjad Ebrahim

Title: CEO